



Town of Paradise

Town Council Meeting Agenda

June 14, 2016

Date/Time: 2nd Tuesday of each month at 6:00 p.m.
Location: Town Hall Council Chamber, 5555 Skyway, Paradise, CA

Mayor, Jody Jones
Vice Mayor, Scott Lotter
Council Member, Greg Bolin
Council Member, Steve "Woody" Culleton
Council Member, John J. Rawlings

Town Manager, Lauren Gill
Town Attorney, Dwight L. Moore
Town Clerk, Joanna Gutierrez
Community Development Director, Craig Baker
Finance Director/Town Treasurer, Gina Will
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, David Hawks
Chief of Police, Gabriela Tazzari-Dineen

Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
 - A. If you wish to address the Council regarding a specific agenda item, please complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 6, "Public Communication." Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

In compliance with the Americans with Disabilities Act (ADA) Compliance, persons who need special accommodations to participate in the Town Council meeting may contact the Town Clerk at least three business days prior to the date of the meeting to provide time for any such accommodation.

1. OPENING

- a. Call to Order
 - b. Pledge of Allegiance to the Flag of the United States of America
 - c. Invocation
 - d. Roll Call
1. Proclamation: June as Alzheimer's and Brain Awareness Month
 - 2 Update on Paradise Sewer Project by Bennett Engineering
 3. Presentation by North Division Chief David Hawks and Jim Broshears pertaining to the Emergency Evacuation Practice Drill and One-Way Evacuation

2. CONSENT CALENDAR

One roll call vote is taken for all items. Consent items are considered to be routine business that does not call for discussion.

- 2a. p8 Approve the minutes of the May 10, 2016 Regular Council Meeting.
- 2b. p13 Approve the Cash Disbursements for May 2016 in the amount of \$1,726,545.72.
- 2c. p21 Adopt Resolution No. 16-20, A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to Execute an Agreement with the County of Butte Relating to Development Impact Fee for Jail Facilities.
- 2d. p29 Authorize the Mayor and Town Manager to execute the Ninth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates.
- 2e. p38 Adopt Resolution No. 16-21, A Resolution Approved Destruction or Disposal of Certain Records Maintained in the Town Clerk Department.
- 2f. p45 Adopt Resolution No. 16-22, A Resolution of the Town Council of the Town of Paradise, California, Declaring Certain Information Technology Hardware Surplus and Authorizing the Sale, Donation, or Destruction of Said Surplus.
- 2g. p49 Authorize the Town Manager to enter into two (2) agreements with Inland Business Systems to provide the following equipment and services:
 - (1) Delivery of five (5) new Konica Minolta Bizhub multifunction devices (Bizhubs) as described in the attached exhibits titled "TOP – Work Order" and "TOP – Addendum to Work Order". Relocation of two (2) existing Bizhubs to alternate locations at Town Hall and remove four (4) existing Bizhubs as described in the attached exhibit titled "TOP – Work Order".
 - (2) Service Maintenance for Seven (7) Bizhubs as described in the attached exhibits titled "TOP – Service Agreement" and "TOP – Addendum to Service Agreement".

- 2h. p57 Authorize the Town Manager to execute the 2016/2017 FY GIS maintenance agreement with the CSU, Chico Research Foundation.
- 2i. p63 Adopt Resolution No. 16-23, A Resolution of the Town Council of the Town of Paradise authorizing an investment strategy option for OPEB funds being invested in the SISC OPEB Trust (formerly the SISC GASB 45 trust).
- 2j. p66 Approve an in-kind match from the Town of Paradise pertaining to permit fees and associated building inspection; and, authorize the Mayor to sign the letter addressed to the California Office of Emergency Services (Cal OES). FISCAL IMPACT: The in-kind match from the Town would include the waiver of permit fees and subsequent inspection fees relative the vent retrofit on the aforementioned homes. There are minimal fiscal impacts to the Town through the loss of permit fees estimated at \$105.84 per household or \$2,116.80 for an estimated 20 homes in Paradise.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

For matters that are not on the Council business agenda, speakers are allowed three (3) minutes to address the Council. The Town Council is prohibited from taking action on matters that are not listed on the public agenda. The Council may briefly respond for clarification and may refer the matter to the Town staff.

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

Action items are presented by staff and the vote of each Council Member must be announced. A roll call vote is taken for each item on the action calendar. Citizens are allowed three (3) minutes to comment on agenda items.

- 6a. p68 Consider (1) Concurring with staff's recommendation of Mark Thomas & Company to perform engineering services for the Almond St Multi-Modal Improvements Project; (2) Approving a Professional Services Agreement with Mark Thomas & Company and authorizing the Town Manager and Town Mayor to execute; and, (3) Authorizing the Town Manager to execute additional work orders up to 10% of the contract amount. FISCAL IMPACT: The professional services agreement and respective services will be 97.5% funded by the State Active Transportation Program. The budgeted grant amount for Preliminary Engineering is \$235,000 and Right of Way is \$100,000. The estimated total contract cost for Mark Thomas & Company is \$265,361 (\$222,786 Preliminary Engineering and \$30,472 Right of Way). The local matching portion of the contract (\$6,634) will be paid from local gas tax funds. (ROLL CALL VOTE)

- 6b. p98 Consider (1) Concurring with staff's recommendation of NorthStar Engineering to perform engineering services for the Ponderosa Elementary SR2S Project; (2) Approving a Professional Services Agreement with NorthStar Engineering and authorizing the Town Manager

and Town Mayor to execute; and, (3) Authorizing the Town Manager to execute additional work orders up to 10% of the contract amount. FISCAL IMPACT: The professional services agreement and respective services will be 88% funded by the State Active Transportation Program. The budgeted grant amount for the pre-construction phases of the project is \$250,000. The estimated total contract cost is \$171,222.96. The local matching portion of the contract (20,546) will be paid from local gas tax funds. (ROLL CALL VOTE)

6c. p134 Consider adopting Resolution No. 16-___, A Resolution Approving the Plans and Specifications for the Pearson Rd SR2S Connectivity Project and Authorizing Advertisement for Bids on the Project. The construction of the Pearson Rd SR2S Connectivity Project will be 100% funded from the Active Transportation Program. The project engineer's estimate and grant budget for construction is \$1,100,000. (ROLL CALL VOTE)

6d. p138 Consider adopting Resolution No. 16 - ___ "A Resolution of the Town Council of the Town of Paradise Adopting the HOME Tenant Based Rental Assistance Program Guidelines." (ROLL CALL VOTE)

6e. p190 Consider adopting Resolution No. 16 - ___ "A Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to execute the Agreement Between the Town of Paradise and the Housing Authority of the County of Butte for Use of Home investment Partnership Program (HOME) Funds for the Town's Tenant Based Rental Assistance Program." (ROLL CALL VOTE)

6f. p201 Review and acknowledge receipt of the financial information provided by staff concerning:

1. The 2015/16 Operating and Capital Budget Update
2. Measure C Citizen Oversight Committee recent meeting
3. Budget planning process for fiscal year 2016/17

6g. p208 Authorize the Town Manager to enter into an agreement to purchase from HLP, Inc. the Web Licensing add-on to our existing Chameleon/CMS product.

7. COUNCIL INITIATED ITEMS AND REPORTS

Council initiated agenda items

7a. p215 (1) Clarify Town Council priorities relating to animal control services; and, (2) Consider re-prioritizing the revenues generated by the sales tax measure (Measure C funds) related to animal control services and consider appropriating funding as follows:

Allocate funding in a total amount \$170,000 from Measure C Funds in the 2016/2017 budget to upgrade the animal control facility, specifically, the construction of a 900 square foot building to sit immediately adjacent to the existing animal control facility in order to improve the animal control services department (17% of total Measure C Funds for one year). (COUNCIL MEMBER RAWLINGS)

8. STAFF COMMUNICATION

- 8a. Town Manager Report
- 8b. Community Development Director Report

9. CLOSED SESSION

- 9a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Confidential/Mid-Management Association, General Employees Unit, Management Group, Police Mid-Management, the Paradise Police Officers Association and Dwight L. Moore.
- 9b. Pursuant to Government Code section 54956.9(a), the Town Council will meet in closed session with Town Attorney Dwight Moore and Town Manager Lauren Gill relating to existing litigation as follows: Town of Paradise vs. Brandy L. Braun, Butte County Superior Court Case No. 164611.
- 9c. Pursuant to Government Code section 54956.9(d)(e)(3), the Town Council will hold a closed session with the Town Legal Counsel and Town Manager relating to significant exposure to litigation based on a Tort Claim from Edward Thomas against the Town of Paradise.
- 9d. Pursuant to Government Code Section 54957 the Town Council will hold a closed session to review amending and restating of the agreement between the Town of Paradise and Dwight L. Moore for Town Attorney services.

The Town Council will reconvene to consider the following:

(1) To consider approving the amended and restated agreement between the Town of Paradise and Dwight Moore relating to Town Attorney legal services. **(ROLL CALL VOTE)**

(2) To consider adopting resolutions to approve four memorandums of understanding relating to employee salaries and benefits for the Police Officers Association and Management, the Confidential Mid-Management Association and the Police Management/Mid-Management employee groups as follows:

(3) Resolution No. 16-___, A Resolution of the Town Council of the Town of Paradise Approving the Memorandum of Understanding Between the Town of Paradise and the Town of Paradise Police Officers Association relating to Employment Covering the Period from July 1, 2016 to June 30, 2019. **(ROLL CALL VOTE)**

(4) Resolution No. 16-___, A Resolution of the Town Council of the Town of Paradise Approving a Memorandum of Understanding Between the Town of Paradise and the Town of Paradise Management Group Relating to Employment Covering the Period from July 1, 2016 to June 30, 2019. **(ROLL CALL VOTE)**

(3) Resolution No. 16-___, A Resolution of the Town Council of the Town of Paradise Approving a Memorandum of Understanding Between the Town of Paradise and the Town of Paradise Confidential Mid-Management Group Relating to Employment Covering the Period from July 1, 2016 to June 30, 2019. **(ROLL CALL VOTE)**

(4) Resolution No. 16-___, A Resolution of the Town Council of the Town of Paradise Approving a Memorandum of Understanding Between the Town of Paradise and the Town of Paradise Police Management and Mid-Management Group Relating to Employment Covering the Period from July 1, 2016 to June 30, 2019. **(ROLL CALL VOTE)**

10. ADJOURNMENT

10a. Adjourn to June 20, 2016 at 3:00 p.m. for the purpose of holding a regular adjourned meeting to consider approving a final budget for the Town of Paradise for fiscal year 2016/2017.

STATE OF CALIFORNIA) COUNTY OF BUTTE)	SS.
I declare under penalty of perjury that I am employed by the Town of Paradise in the Town Clerk's Department and that I posted this Agenda on the bulletin Board both inside and outside of Town Hall on the following date:	

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

Town of Paradise, California
PROCLAMATION

WHEREAS, Today there are more than 5 million Americans living with Alzheimer's, a figure that is expected to grow to as many as 16 million by midcentury if we don't develop a cure or an effective treatment.

WHEREAS, There are currently more than 588,000 people with Alzheimer's living in the state of California, over 700 of whom are in the Town of Paradise, and additionally another 2,100 caregivers in Town of Paradise who are caring for a loved one with Alzheimer's.

WHEREAS, Researchers are making great progress in developing ways to accurately diagnose and treat Alzheimer's disease, and we need to accelerate the pace of that research if we are going to have a disease altering treatment in the next 15 years.

WHEREAS, The Alzheimer's Association is marking June as Alzheimer's and Brain Awareness Month and June 20 as The Longest Day, and asking residents of Town of Paradise to visit actionalz.org to learn more about Alzheimer's and become part of the effort to combat this disease.

NOW, THEREFORE, I, Jody Jones, Mayor of the Town of Paradise, do hereby proclaim June Alzheimer's and Brain Awareness month and June 20, 2016, as "The Longest Day" in the Town of Paradise.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 14th day of June, 2016.

Jody Jones, Mayor

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – May 10, 2016

1. OPENING

The May 10, 2016 Town Council Meeting was called to order at 6:01 pm by Mayor Jody Jones who led the Pledge of Allegiance to the Flag of the United States of America. Council Member Culleton offered an Invocation.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve “Woody” Culleton, Scott Lotter, John J. Rawlings and Jody Jones, Mayor. No members were absent.

STAFF PRESENT: Town Clerk Joanna Gutierrez, Town Manager Lauren Gill, Town Attorney Dwight Moore, Finance Director/Town Treasurer Gina Will, Business & Housing Services Supervisor Kate Anderson, Assistant Town Clerk Dina Volenski, Human Resources Manager Crystal Peters, Onsite Sanitary Official Doug Danz, Public Works Director/Town Engineer Marc Mattox, Community Development Department Director Craig Baker, Police Chief Gabriela Tazzari-Dineen, North Division Chief David Hawks.

Proclamation: Mayor Jones presented the Mental Health Awareness Month to Tony Steffanetti of Butte County Department of Behavioral Health. (180-40-26)

Presentation by North Division Chief David Hawks and Public Works Director/Town Engineer pertaining to the Wildland Fire Exercise and One-Way Evacuation. An inter-agency simulation of the contra-flow plan for southbound Skyway is planned for June 22, 2016.

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Culleton, adopted all consent calendar items 2a – 2g as presented by unanimous roll call vote.

- 2a. Approved the minutes of the April 12, 2016 Regular Council Meeting.
- 2b. Approved Cash Disbursements for April 2016 in the amount of \$1,170,770.15. (310-10-31)
- 2c. Accepted the 2015 Annual Report of the Paradise Planning Commission to the Town Council regarding the Implementation Status of the 1994 Paradise General Plan. (760-40-55)
- 2d. Accepted the 2015 Annual Report of the Paradise Planning Commission Regarding Progress Toward Implementation of the 1994 Paradise General Plan Housing Element. (760-40-57)

- 2e. Adopted the following resolutions to give notice and request consolidation of 2016 General Municipal Election with the Statewide General Election on November 8, 2016, and direct the Town Clerk to transmit certified copies to the Butte County election department staff for placement on the Butte County Board of Supervisor's meeting agenda:
- (1) Resolution No. 16-16, A Resolution Calling and Giving Notice for the Holding of a General Municipal Election for the Election of Three Council Members. (530-10-53)
 - (2) Resolution No. 16-17, A Resolution Requesting the Butte County Board of Supervisors to Consolidate a General Municipal Election. (530-10-53)
 - (3) Resolution No. 16-18, A Resolution Adopting Regulations for Candidate Statements. (530-10-53)
- 2f. Approved amended job descriptions for Senior Accountant and Financial Services Analyst positions; and, amended position control and budget appropriation for the Senior Accountant and the Financial Services Analyst positions. (610-10-15, 610-10-17 & 610-10-18)
- 2g. Concurred with staff recommendation to file a CEQA Notice of Exemption for the Skyway at Black Olive Signalization Project. (950-40-30)

3. ITEMS REMOVED FROM CONSENT CALENDAR – None.

4. PUBLIC COMMUNICATION

1. Ward Habriel informed of the Paradise Garden Tour scheduled for June 4th and 5th. The Garden Tour is sponsored by the Garden Club to provide scholarships for horticulture students. Tickets are \$20 each and will be sold at three local outlets.

5. PUBLIC HEARINGS – None.

6. COUNCIL CONSIDERATION

- 6a. **MOTION by Rawlings, seconded by Lotter**, awarded Contract No. 14-04, Measure C Pearson Rd Improvements Project, to Knife River Construction of Chico, CA in the amount of their Base Bid of \$1,119,215.80; and, (2) Authorized the Town Manager to execute an agreement with Knife River Construction relating to Contract No. 14-04 and to approve contingency expenditures not exceeding 10%. Roll call vote was unanimous. (510-20-127 & 950-40-23)
- 6b. **MOTION by Lotter, seconded by Bolin**, awarded Contract No. 16-05, Measure C Road Rehabilitation Project 2016, to VSS, International of West Sacramento, CA in the amount of their base bid and additive alternate bid total of \$467,499.000 and authorized the Town Manager to

execute an agreement with VSS International relating to Contract No. 16-05 and to approve contingency expenditures not exceeding 10%. Roll call vote was unanimous. (510-20-128 & 950-40-29)

- 6c. Financial information was presented by Finance Director Gina Will concerning: (1) Estimated actual projections for fiscal year 2015/16; (2) Measure C Citizen Oversight Committee recent meeting; and, (3) Budget planning process for fiscal year 2016/17. No action was requested; information only. (340-40-14 & 395-70-17)
- 6d. **MOTION by Rawlings, seconded by Lotter**, adopted Resolution No. 16-19, A Resolution of the Town Council of the Town of Paradise Amending Chapters 4 and 8 and Appendix D of the Town of Paradise Manual for the Onsite Treatment of Wastewater, which shall take effect immediately. Roll call vote was unanimous. (960-30-18)

7. COUNCIL INITIATED ITEMS AND REPORTS

- a. Council initiated agenda items: None
- b. Council reports on committee representation

Council Member Bolin, Vice Mayor Lotter, Town Manager Gill and Community Development Services Director Baker met with Local Area Formation Committee (LAFCo) staff regarding the sphere of influence and Municipal Service Review update.

Council Member Rawlings attended the BCAG Grand Opening of the Butte Regional Transit Center, the Measure C Committee meeting and the Destination Paradise meeting.

Vice Mayor Lotter attend the LCC Legislative Action Days; met with Assemblyman Gallagher and Senator Nielson regarding the upper ridge, and the need for road maintenance funding from the State, and the need for a state program to assist with housing and homelessness that are related to unresolved mental health issues. Vice Mayor Lotter will be participating in a mentoring process in the Council Chamber tomorrow related to a citizen engagement outreach by Assemblyman Gallaher's office for high school students.

Council Member Culleton was one of the Masters of Ceremony for the Gold Nugget Day Paradise and attended the citizen engagement outreach by Assemblyman Gallagher's office at Town Hall.

Mayor Jones attend the LCC Transportation policy committee meeting where speakers were very hopeful about transportation funding becoming available to cities, attended the Butte County Homeless Symposium to learn about resources available in Butte County, attended Finance Committee meetings and employee negotiations.

c. Future Agenda Items:

An item initiated by Council Member John Rawlings relating to Measure C priorities is scheduled for the June 14, 2016 Council Meeting.

8. STAFF COMMUNICATION

a. Town Manager Report: None

b. Community Development Director Baker reported on several projects: a building permit is ready to issue for the project located on the former Carousel hotel property; Eye Life Institute project is progressing; Safeway has purchased property for the project site; Lynn's Paradise Plans has resubmitted a construction application; the Verizon cell tower is near completion; and the request for a map extension for Mountain Terrace will be considered at the May 17th Planning Commission meeting.

c. Public Works Director/Town Engineer Mattox reported that the staff has met with the project engineer for the sewer project feasibility study, that plans are in progress for community outreach that include a website along with formation of a stakeholder group, and that regular updates will be presented to the Town Council by staff and the project engineers.

d. Public Works Director/Town Engineer Mattox reviewed a schedule for eleven projects that are scheduled to take place within the next four years:

1. Clark Road Safety Enhancement
2. Measure C Pearson Rd Improvements
3. Measure C Road Rehabilitation
4. Cypress Curve Realignment
5. Pearson Safe Routes to School (SR2S) Connectivity Project
6. Skyway-Black Olive Signalization
7. Maxwell SR2S Improvements (Sidewalks & Drainage)
8. Memorial Trailway Enhancements
9. Downtown Equal Mobility Program
10. Almond Street Multi-Modal Project
11. Ponderosa Elementary SR2S

9. CLOSED SESSION

At 7:18 p.m. the Town Council adjourned to closed session for the following matters:

9a. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Lauren Gill, Gina Will and Crystal Peters, its designated representatives, regarding labor relations between the Town of Paradise and the Confidential/Mid-Management Association, General Employees Unit, Management Group, Police Mid-Management and the Paradise Police Officers Association.

- 9b. Pursuant to Government Code section 54956.9(d)(e)(3), the Town Council will hold a closed session with the Town Legal Counsel and Town Manager relating to significant exposure to litigation based on a Tort Claim from Edward Thomas against the Town of Paradise.
- 9c. Pursuant to Government Code section 54956.9(a), the Town Council will meet in closed session with Town Attorney Dwight Moore and Town Manager Lauren Gill relating to existing litigation as follows: Town of Paradise vs. Brandy L. Braun, Butte County Superior Court Case No. 164611.
- 9d. At the request of the Town Clerk, Joanna Gutierrez, pursuant to Government Code Section 54957, the Town Council will meet in closed session with Town Clerk Joanna Gutierrez relating to the duration of the employment agreement for Town Clerk services to consider accepting her proposed effective retirement date of July 1, 2016.

At 9:04 p.m. Mayor Jones reconvened the meeting and reported the following:

- 9a. Council received an update on labor relations; no action was taken.
- 9b. Direction was given to staff; no action taken.
- 9c. Attorney Moore reported that a stipulation relating to Town vs. Braun will be submitted to the Judge
- 9d. Council accepted the resignation of Town Clerk, Joanna Gutierrez, effective July 1, 2016.

10. ADJOURNMENT

Mayor Jones adjourned the Council Meeting at 9:05 p.m.

Date approved:

By: _____
 Jody Jones, Mayor

Attest: _____
 Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
MAY 1, 2016 - MAY 31, 2016

May 1, 2016 - May 31, 2016

Check Date	Pay Period End	DESCRIPTION	AMOUNT
05/06/16	05/01/16	Net Payroll - Direct Deposits & Checks	\$108,880.96
05/20/16	05/15/16	Net Payroll - Direct Deposits & Checks	\$108,901.52
TOTAL NET WAGES PAYROLL			\$217,782.48

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$241,095.41
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$1,267,667.83
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$1,508,763.24</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,726,545.72</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

APPROVED BY: _____
GINA S. WILL, FINANCE DIRECTOR/TOWN TREASURER

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
64649	05/02/2016	Open			Accounts Payable	Aflac	\$261.56		
64650	05/02/2016	Open			Accounts Payable	BLOOD SOURCE	\$55.00		
64651	05/02/2016	Open			Accounts Payable	Met Life	\$7,814.58		
64652	05/02/2016	Open			Accounts Payable	OPERATING ENGINEERS	\$652.50		
64653	05/02/2016	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,939.39		
64654	05/02/2016	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,520.62		
64655	05/02/2016	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$616.38		
64656	05/02/2016	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$110.00		
64657	05/03/2016	Open			Accounts Payable	BRUNO, SHERRY	\$226.40		
64658	05/03/2016	Open			Accounts Payable	BUZZARD, CHRIS	\$446.23		
64659	05/03/2016	Open			Accounts Payable	GALLAGHER, CRAIG	\$390.71		
64660	05/03/2016	Open			Accounts Payable	HAUNSCHILD, MARK	\$531.55		
64661	05/03/2016	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
64662	05/03/2016	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$194.85		
64663	05/03/2016	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
64664	05/03/2016	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,800.00		
64665	05/03/2016	Open			Accounts Payable	PILGRIM, CHRIS	\$478.21		
64666	05/03/2016	Open			Accounts Payable	SBA Monarch Towers III LLC	\$126.53		
64667	05/03/2016	Open			Accounts Payable	WESTAMERICA BANK	\$770.70		
64668	05/03/2016	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$6,549.00		
64669	05/06/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
64670	05/06/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$314.76		
64671	05/06/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$1,251.00		
64672	05/12/2016	Open			Accounts Payable	ACE RENTALS	\$207.69		
64673	05/12/2016	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
64674	05/12/2016	Open			Accounts Payable	ALHAMBRA	\$58.71		
64675	05/12/2016	Open			Accounts Payable	Alvies, John	\$401.50		
64676	05/12/2016	Open			Accounts Payable	ANDERSON, KATE	\$74.98		
64677	05/12/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$59.01		
64678	05/12/2016	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$658.70		
64679	05/12/2016	Open			Accounts Payable	AT&T MOBILITY	\$54.00		
64680	05/12/2016	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$2,057.33		
64681	05/12/2016	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$115.96		
64682	05/12/2016	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$15,419.66		
64683	05/12/2016	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$4,277.00		
64684	05/12/2016	Open			Accounts Payable	Azco Supply Inc	\$599.85		
64685	05/12/2016	Open			Accounts Payable	BACKGROUNDS & MORE	\$325.00		
64686	05/12/2016	Open			Accounts Payable	Bertagna, Steve	\$335.50		
64687	05/12/2016	Open			Accounts Payable	Biometrics4ALL, Inc	\$22.50		
64688	05/12/2016	Open			Accounts Payable	BUTTE CO RECORDER	\$93.00		
64689	05/12/2016	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,311.00		
64690	05/12/2016	Open			Accounts Payable	Cal Signal Corp	\$267.84		
64691	05/12/2016	Open			Accounts Payable	CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	\$1,150.85		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64692	05/12/2016	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$490.00		
64693	05/12/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$160.00		
64694	05/12/2016	Open			Accounts Payable	CLEANING CONNECTION, THE	\$375.00		
64695	05/12/2016	Open			Accounts Payable	COMCAST CABLE	\$86.05		
64696	05/12/2016	Open			Accounts Payable	Cordova Veterinary Hospital	\$1,895.00		
64697	05/12/2016	Open			Accounts Payable	Cursor Control Inc.	\$1,500.00		
64698	05/12/2016	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$792,893.16		
64699	05/12/2016	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$800.27		
64700	05/12/2016	Open			Accounts Payable	DON'S SAW & MOWER	\$32.11		
64701	05/12/2016	Open			Accounts Payable	ED JONES COMPANY, INC.	\$65.75		
64702	05/12/2016	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$417.85		
64703	05/12/2016	Open			Accounts Payable	Explore Butte Count	\$8,720.31		
64704	05/12/2016	Open			Accounts Payable	FIRE SERVICE SPECIFICATION & SUPPLY	\$1,587.50		
64705	05/12/2016	Open			Accounts Payable	FROST, JAMES	\$2,250.00		
64706	05/12/2016	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$109.57		
64707	05/12/2016	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
64708	05/12/2016	Open			Accounts Payable	HYDROTECH SOLUTIONS	\$150.00		
64709	05/12/2016	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$10,482.94		
64710	05/12/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$243.57		
64711	05/12/2016	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$75.00		
64712	05/12/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$2,230.64		
64713	05/12/2016	Open			Accounts Payable	Loos, Jim	\$1,100.00		
64714	05/12/2016	Open			Accounts Payable	Luna, Maricela	\$53.40		
64715	05/12/2016	Open			Accounts Payable	MATT WOLFE	\$424.00		
64716	05/12/2016	Open			Accounts Payable	MID VALLEY TERMITE	\$145.00		
64717	05/12/2016	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$16,171.55		
64718	05/12/2016	Open			Accounts Payable	MUNICIPAL CODE CORP	\$473.04		
64719	05/12/2016	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$590.61		
64720	05/12/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$298.80		
64721	05/12/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$922.68		
64722	05/12/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$269.79		
64723	05/12/2016	Open			Accounts Payable	PARADISE ALLIANCE CHURCH	\$120.00		
64724	05/12/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$145.80		
64725	05/12/2016	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,440.00		
64726	05/12/2016	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$1,135.00		
64727	05/12/2016	Open			Accounts Payable	R & R Construction	\$1,150.00		
64728	05/12/2016	Open			Accounts Payable	RE CONSTRUCTION	\$925.00		
64729	05/12/2016	Open			Accounts Payable	RENTAL GUYS - CHICO	\$172.86		
64730	05/12/2016	Open			Accounts Payable	Riebes Auto Parts	\$181.10		
64731	05/12/2016	Open			Accounts Payable	ROLLO/CSO, CHARLIE	\$45.00		
64732	05/12/2016	Open			Accounts Payable	RSC Associates	\$249.51		
64733	05/12/2016	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$439.86		
64734	05/12/2016	Open			Accounts Payable	SAN DIEGO POLICE EQUIPMENT CO., INC.	\$769.01		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64735	05/12/2016	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$90.00		
64736	05/12/2016	Open			Accounts Payable	SKYWAY PET HOSPITAL,	\$178.82		
64737	05/12/2016	Open			Accounts Payable	Solarcity Corporation	\$38.82		
64738	05/12/2016	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS	\$8,481.74		
64739	05/12/2016	Open			Accounts Payable	SWRCB	\$11,448.00		
64740	05/12/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$240.46		
64741	05/12/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$30.87		
64742	05/12/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$2.15		
64743	05/12/2016	Open			Accounts Payable	Towne, Richard	\$900.00		
64744	05/12/2016	Open			Accounts Payable	Tri Flame Propane	\$71.55		
64745	05/12/2016	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$103.09		
64746	05/12/2016	Open			Accounts Payable	Viewu LLC	\$3,000.57		
64747	05/12/2016	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
64748	05/12/2016	Open			Accounts Payable	WAYNE MURPHY	\$14,604.30		
64749	05/12/2016	Open			Accounts Payable	WELLS FARGO BANK NA	\$2,500.00		
64750	05/12/2016	Open			Accounts Payable	What 2 Cut	\$17.90		
64751	05/20/2016	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$50.00		
64752	05/20/2016	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$314.76		
64753	05/26/2016	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$80.00		
64754	05/26/2016	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
64755	05/26/2016	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$95.79		
64756	05/26/2016	Open			Accounts Payable	ANDORA MEDIA	\$46.11		
64757	05/26/2016	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$59.01		
64758	05/26/2016	Open			Accounts Payable	Asbury Environmental Services	\$120.00		
64759	05/26/2016	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,049.97		
64760	05/26/2016	Open			Accounts Payable	BACKGROUNDS & MORE	\$650.00		
64761	05/26/2016	Open			Accounts Payable	BATTERIES PLUS	\$55.89		
64762	05/26/2016	Open			Accounts Payable	Bennett Engineering Services Inc	\$13,325.00		
64763	05/26/2016	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
64764	05/26/2016	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
64765	05/26/2016	Open			Accounts Payable	Big O Tires	\$350.95		
64766	05/26/2016	Open			Accounts Payable	BURTON'S FIRE, INC.	\$102.01		
64767	05/26/2016	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,069.00		
64768	05/26/2016	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$70.00		
64769	05/26/2016	Open			Accounts Payable	CHICO POWER EQUIPMENT	\$30.53		
64770	05/26/2016	Open			Accounts Payable	CHOICE PROPERTY SERVICES	\$120.00		
64771	05/26/2016	Open			Accounts Payable	COMCAST CABLE	\$306.05		
64772	05/26/2016	Open			Accounts Payable	COMCAST CABLE	\$291.05		
64773	05/26/2016	Open			Accounts Payable	COMPLETE ASPHALT SERVICE CO. INC. (CASCO)	\$75.25		
64774	05/26/2016	Open			Accounts Payable	Cummins West Inc	\$171.26		
64775	05/26/2016	Open			Accounts Payable	DON'S SAW & MOWER	\$338.04		
64776	05/26/2016	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$406.00		

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64777	05/26/2016	Open			Accounts Payable	Entersect	\$84.95		
64778	05/26/2016	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$141.00		
64779	05/26/2016	Open			Accounts Payable	Gibbs, Jason	\$209.72		
64780	05/26/2016	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.61		
64781	05/26/2016	Open			Accounts Payable	Heartland Services, Inc.	\$995.49		
64782	05/26/2016	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$1,778.53		
64783	05/26/2016	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$314.01		
64784	05/26/2016	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
64785	05/26/2016	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$698.19		
64786	05/26/2016	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
64787	05/26/2016	Open			Accounts Payable	Loyal Order of Moose #2227	\$255.00		
64788	05/26/2016	Open			Accounts Payable	MARK THOMAS & COMPANY INC	\$5,559.99		
64789	05/26/2016	Open			Accounts Payable	MORGAN TREE SERVICE	\$1,000.00		
64790	05/26/2016	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$54,429.08		
64791	05/26/2016	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,330.74		
64792	05/26/2016	Open			Accounts Payable	NORTHSTAR ENGINEERING INC	\$46,412.86		
64793	05/26/2016	Open			Accounts Payable	NORTHSTATE CLEANING SERVICE	\$240.00		
64794	05/26/2016	Open			Accounts Payable	NWN Corporation	\$783.43		
64795	05/26/2016	Open			Accounts Payable	O'REILLY AUTO PARTS	\$1,841.07		
64796	05/26/2016	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,135.15		
64797	05/26/2016	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$8,592.62		
64798	05/26/2016	Open			Accounts Payable	PALADE, MATTHEW, L.	\$345.00		
64799	05/26/2016	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$452.66		
64800	05/26/2016	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,769.42		
64801	05/26/2016	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$21.61		
64802	05/26/2016	Open			Accounts Payable	PETERSON TRACTOR CO	\$1,452.16		
64803	05/26/2016	Open			Accounts Payable	R & R Construction	\$8,200.00		
64804	05/26/2016	Open			Accounts Payable	R & R Construction	\$2,875.00		
64805	05/26/2016	Open			Accounts Payable	R & R Construction	\$10,000.00		
64806	05/26/2016	Open			Accounts Payable	R & R Construction	\$6,775.00		
64807	05/26/2016	Open			Accounts Payable	R & R Construction	\$6,775.00		
64808	05/26/2016	Open			Accounts Payable	RHOMAR INDUSTRIES	\$224.06		
64809	05/26/2016	Open			Accounts Payable	Ridge Roofing	\$450.00		
64810	05/26/2016	Open			Accounts Payable	Riebes Auto Parts	\$825.91		
64811	05/26/2016	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$591.85		
64812	05/26/2016	Open			Accounts Payable	Santander Leasing LLC	\$35,915.70		
64813	05/26/2016	Open			Accounts Payable	SIERRA SAFETY ASSOCIATES	\$265.96		
64814	05/26/2016	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$60.00		
64815	05/26/2016	Open			Accounts Payable	STATEWIDE TRAFFIC SAFETY & SIGNS	\$1,059.93		
64816	05/26/2016	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$405.00		
64817	05/26/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$229.99		
64818	05/26/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$90.34		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
64819	05/26/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$13.63		
64820	05/26/2016	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$9.76		
64821	05/26/2016	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$195.09		
64822	05/26/2016	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,320.90		
64823	05/26/2016	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$900.00		
64824	05/26/2016	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$550.00		
64825	05/26/2016	Open			Accounts Payable	VERIZON WIRELESS	\$532.74		
64826	05/26/2016	Open			Accounts Payable	VERIZON WIRELESS	\$324.66		
64827	05/26/2016	Open			Accounts Payable	VERIZON WIRELESS	\$104.70		
64828	05/26/2016	Open			Accounts Payable	VERIZON WIRELESS	\$297.99		
64829	05/26/2016	Open			Accounts Payable	WILSON PRINTING CO.	\$1,975.83		
Type Check Totals:									
EFT									
181 Transactions							\$1,279,117.38		
441	05/02/2016	Open			Accounts Payable	CALPERS	\$114,999.75		
442	05/06/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$24,154.32		
443	05/06/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,264.32		
444	05/06/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,999.56		
445	05/06/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$19,533.69		
446	05/04/2016	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$1,000.00		
447	05/12/2016	Open			Accounts Payable	CALPERS	\$3,250.00		
448	05/20/2016	Open			Accounts Payable	CALPERS - RETIREMENT	\$24,149.04		
449	05/20/2016	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,393.74		
450	05/20/2016	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$6,840.19		

CASH DISBURSEMENTS REPORT

From Payment Date: 5/1/2016 - To Payment Date: 5/31/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
451	05/20/2016	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,061.25		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals							\$229,645.86		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	181	\$1,279,117.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	181	\$1,279,117.38	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$229,645.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$229,645.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	192	\$1,508,763.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	192	\$1,508,763.24	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	181	\$1,279,117.38	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	181	\$1,279,117.38	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$229,645.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$229,645.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	192	\$1,508,763.24	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	192	\$1,508,763.24	\$0.00



**TOWN OF PARADISE
Council Agenda Summary
JUNE 14, 2016**

AGENDA NO. 2(c)

ORIGINATED BY: Lauren Gill, Town Manager

SUBJECT: Rescission of Butte County Jail Impact Fee Agreement

COUNCIL ACTION REQUESTED: Adopt Resolution No. 16-___, A Resolution Repealing Resolution No. 14-07, a Resolution of the Town Council of the Town of Paradise Rescinding the Agreement with Butte County for the collection of a jail impact fee.

BACKGROUND: On March 11, 2014, the Town Council authorized an agreement relating to the collection of development impact fees on behalf of Butte County for jail facilities in conjunction with the issuance of Town building permits for residential buildings, multi-family units and mobiles homes.

DISCUSSION: Recently the Board of Supervisors repealed the ordinance relating to collection of development impact fees for the building of a county jail. As such, the agreement to collect this fee on behalf of the County is moot.

RECOMMENDATION: Adopt the attached resolution rescinding the agreement with the County of Butte relating to the collection of a jail impact fee. Thereafter, the Town will cease to collect the jail impact fee on behalf of the County.

FISCAL IMPACT: None.

**TOWN OF PARADISE
RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
RESCINDING THE AGREEMENT WITH BUTTE COUNTY RELATING TO THE
COLLECTION OF DEVELOPMENT IMPACT FEES FOR COUNTY FOR JAIL
FACILITIES**

WHEREAS, on March 11, 2014, the Town Council adopted Resolution No. 14-07 thereby authorizing an agreement relating to the collection of development impact fees on behalf of Butte County for jail facilities in conjunction with the issuance of Town building permits for residential buildings, multi-family units and mobile homes; and,

WHEREAS, the Butte County Board of Supervisors recently repealed the ordinance relating to the collection of development impact fees for the building of a new county jail facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The Town Council of the Town of Paradise hereby rescinds the agreement with Butte County relating to the collection of a jail impact fee.

Section 2. The Town Council hereby authorizes the Town Manager to execute any and all documents relating to the rescission of the agreement with Butte County relating to the collection of a jail impact fee.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

APPROVED AS TO FORM:

Joanna Gutierrez, CMC, Town Clerk

Dwight L. Moore, Town Attorney

**TOWN OF PARADISE
RESOLUTION NO. 14-07**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO EXECUTE AN
AGREEMENT WITH THE COUNTY OF BUTTE RELATING TO
DEVELOPMENT IMPACT FEE FOR JAIL FACILITIES**

WHEREAS, the County of Butte has requested the Town of Paradise to collect its Development Impact Fee for Jail Facilities in conjunction with the issuance of Town building permits for residential buildings, multi-family units and mobile homes; and

WHEREAS, the Town Council has considered the County's request and has agreed to the provisions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE as follows:

Section 1. Town Council does hereby authorize the Town Manager to execute the attached Agreement between the Town of Paradise and the County of Butte relating to the collection of Development Impact Fees for Jail Facilities.

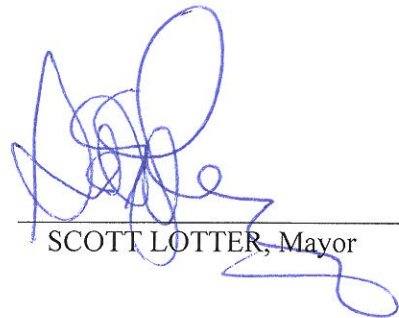
PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 11th day of March, 2014, by the following vote:

AYES: Steve "Woody" Culleton, Jody Jones and Scott Lotter, Mayor

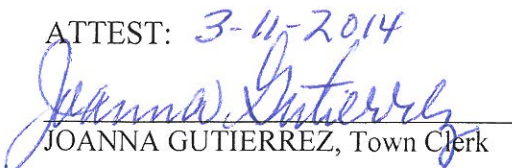
NOES: Greg Bolin

ABSENT: John J. Rawlings

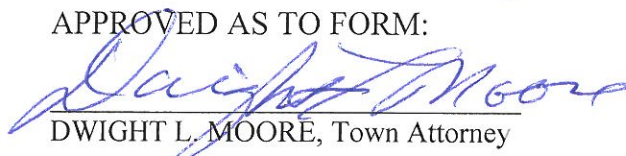
NOT VOTING: None



SCOTT LOTTER, Mayor

ATTEST: 3-11-2014


JOANNA GUTIERREZ, Town Clerk

APPROVED AS TO FORM:


DWIGHT L. MOORE, Town Attorney

AGREEMENT NO. __-__

Agreement Regarding Collection of Development Impact Fees for Jail Facilities within the Incorporated Area of the Town of Paradise

THIS AGREEMENT is made this __ day of _____, by and between the County of Butte (“County”) and the Town of Paradise (“Town”).

RECITALS

WHEREAS, the County provides certain public safety services that benefit the residents of both the incorporated and the unincorporated areas of Butte County, including but not limited to incarceration of convicted felons and misdemeanants; and

WHEREAS, the County and Town wish to ensure adequate public safety facilities including sufficient jail capacity as population increases due to residential development; and

WHEREAS, the County has prepared a study that identifies the capacity needs of the county jail now and for a period into the future; and

WHEREAS, the County has also prepared a study that reasonably and proportionately relates the cost of jail capacity expansion to residential development in both the unincorporated area of the County and in the incorporated areas of the County and identified the necessary relationships as required by the Mitigation Fee Act (Government Code section 66000 et seq.); and

WHEREAS, the County is currently collecting a Development Impact Fee for Jail Facilities upon new residential development within the unincorporated area of the County in order to mitigate impacts on jail facilities resulting from residential development; and

WHEREAS, the County and the Town desire to address the need to mitigate the impact of new residential growth on the County’s jail facility in a manner that is fair and equitable to all residents of the County regardless of where they reside; and

WHEREAS, the Town finds that residential development within the boundaries of the Town contributes to the need for the construction, expansion, and improvement of jail facilities, and that the County has identified said impacts and adopted a development impact fee program for jail facilities that is in conformance with the Mitigation Fee Act; and

WHEREAS, the purpose of this agreement is to provide a means for the County to impose Development Impact Fees for Jail Facilities on residential development projects located within the incorporated area of the Town to help ensure that the County can adequately meet the jail facility needs of those who reside at such residential developments;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

I. CONDITION PRECEDENT. As a condition precedent to this Agreement, County shall have entered into similar agreements with the City of Chico, City of Oroville, City of Gridley and City of Biggs, municipal corporations within the County of Butte, relating to the collection of the County Development Impact Fee for Jail Facilities.

II. COUNTY FEE. Subject to the terms and conditions of this Agreement and the provisions of the Chapter 3, Article II of the Butte County Code, the Town agrees that the County may impose the Development Impact Fee for Jail Facilities contained in Chapter 3, Article II of the Butte County Code on all residential development projects within its incorporated boundaries.

III. FEE AMOUNT; ADJUSTMENT OF FEE. Exhibit A to this Agreement displays the current fee amount by residential development type as of the date of signing. From time-to-time, County may adjust the amount of the Development Impact Fee for Jail Facilities after documenting that there has been an increase in the cost of acquiring and/or developing jail facilities; in all cases, fee amount collected by Town on behalf of County shall be that amount identified in Chapter 3, Article II of the Butte County Code.

IV. COLLECTION OF COUNTY FEE. Town agrees to collect the Development Impact Fee for Jail Facilities on a town-wide basis at any one of the times permitted by Chapter 3, Article II of the Butte County Code:

- a. The issuance of a building permit for the construction of any new residential building, or for the change in use of a nonresidential building or mobile home to a residential use;
- b. The issuance of an installation or utility connection permit for a mobile home or factory-built home in which such dwelling unit is to be located; or
- c. The occupation of such dwelling unit.

Town shall transfer to County funds collected pursuant to this Agreement on a quarterly basis, beginning after the close of the first entire quarter following the enacting of fee collection.

V. EXEMPTION FROM FEE. Town agrees to permit exemptions to Fee only in the same manner as County:

- a. Where the structure is owned by a governmental agency;
- b. Where the structure is a building, or is within a building, which is being reconstructed following damage or destruction by fire or other casualty, or the voluntary demolition thereof, provided that the number of structures or the amount of chargeable space in such reconstructed structure is no greater than the number of structures or the amount of chargeable space in the structure prior to such damage, destruction or demolition;

c. Where the structure is a temporary mobile home as described in Butte County Code Section 24-295.

VI. EFFECTIVE DATE. Town shall begin collecting Development Impact Fees for Jail Facilities sixty (60) days from the satisfaction of the condition precedent set forth in Section I of this Agreement.

VII. SOLE AND EXCLUSIVE METHOD. This Agreement shall be the sole and exclusive method for imposing and adjusting County Development Impact Fees for Jail Facilities within the incorporated area of the Town. The County shall not attempt to impose or collect any Development Impact Fees for Jail Facilities except in accordance with the terms and provisions of this Agreement.

VIII. TERMINATION. This Agreement shall remain in effect for ten years after the Agreement is signed; provided, however, Town may terminate this Agreement at any time with a 60 day written notice to County if County increases the Development Impact Fee for Jail Facilities without Town's prior written consent.

IX. INDEMNIFICATION. Pursuant to Government Code section 895.4, the County agrees to defend, indemnify and hold harmless the Town and its elected officials, officers, employees, agents and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or alleged to arise out of the performance of this Agreement. In carrying out its obligations under this Section VIII, the County may use legal counsel of its choice.

X. APPLICABLE LAW AND FORUM. This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.

XI. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective representatives, heirs, predecessors, affiliated entities, transferees, assigns and successors in interest.

XII. ATTORNEYS' FEES AND COSTS. In the event of future litigation to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

XIII. SEVERABILITY. Should any paragraph, clause or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid or unenforceable, such construction and decisions shall affect only those paragraphs, clauses or provisions so construed or interpreted, and shall in no event affect the remaining paragraphs, clauses or provisions of this Agreement, which shall remain in force.

XIV. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

XV. ENTIRE AGREEMENT; MODIFICATION. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

Doug Teeter, Chair
Butte County Board of Supervisors

Date



Lauren Gill, Town Manager
Town of Paradise

May 12, 2014
Date

Date

Approved as to Form:
County Counsel

Reviewed for Fiscal Control,
Subject to Budgetary Appropriation
Butte County Auditor-Controller

By: _____

By: _____

Date _____

Date _____

Approved as to Form:

By: 
Dwight L. Moore, Town Attorney

EXHIBIT A

Amount of Impact Fees for Jail Facilities as of the date of Signing:	
<u>Dwelling Unit Type</u>	<u>Fee</u>
Single-Family	\$455.89
Multifamily	\$363.63
Mobile Home	\$372.22



TOWN OF PARADISE
Council Agenda Summary
Date: June 14, 2016

Agenda No. 2(d)

ORIGINATED BY: Dwight L. Moore, Town Attorney

REVIEWED BY: Lauren M. Gill, Town Manager

SUBJECT: Ninth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates

COUNCIL ACTION REQUESTED: Adopt a **MOTION TO:**

1. Authorize the Mayor and Town Manager to execute the Ninth Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates; **OR**
2. Take no action and provide direction.

BACKGROUND: After six years of litigation, the Town and Oak Creek Estates entered into a Dismissal and Tolling Agreement relating to the discontinuation of litigation in which the Town had prevailed on an appeal concerning whether the Oak Creek Estates subdivision had been approved by operation of law. Although the Town prevailed on the appeal, the trial court still has jurisdiction to decide other causes of action that were not part of the appeal. The remaining causes of action relate to inverse condemnation and California planning law. On June 1, 2015, the Town entered into the eighth amendment to the agreement under which the litigation was tolled until June 1, 2016. Based on California statutory and case law, the Town would also prevail on both remaining causes of action in the lawsuit.

DISCUSSION: Oak Creek Estates has requested the Town to extend the tolling agreement for an additional year. To grant this request, the Dismissal and Tolling Agreement needs to be amended by extending the tolling date to June 1, 2017. Even though the Town would be successful in any litigation concerning Oak Creek Estates, it is in the Town's interest to avoid unnecessary legal expenses. In light of this, the attached Ninth Amendment to the Dismissal and Tolling Agreement has been prepared for your consideration.

FINANCIAL IMPACT: There is no financial impact associated with the Amendment to the Dismissal and Tolling Agreement.

Attachments

NINTH AMENDMENT TO DISMISSAL AND TOLLING AGREEMENT

This Ninth Amendment dated _____, 2016 is to the agreement dated November 7, 2003 between the Town of Paradise (the "Town") and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("Oak Creek"). A copy of the Agreement is attached as Exhibit "A".

In consideration of the terms and conditions herein, the town and the Oak Creek Estates agree that the Agreement shall be amended as follows;

1. Section 3(b) of the agreement shall be amended to read as follows:

All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint and the defenses thereto alleged by TOWN, shall be tolled until no later than June 1, 2017 unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

2. Conflicts between the Agreement or the prior Amendments and this Amendment shall be controlled by this Ninth Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

TOWN OF PARADISE

OAK CREEK ESTATES, General Partnership (Formerly Oak Creek Estates, a Limited Partnership)

By: _____

Jody Jones, Mayor

By:  _____

Robert Buckthal, G.P.

By: _____

Lauren Gill, Town Manager

APPROVED AS TO FORM:

ATTEST:

By: _____

Dwight L. Moore, Town Attorney

By: _____

Joanna Gutierrez, Town Clerk

EXHIBIT A

DISMISSAL AND TOLLING AGREEMENT
BY AND BETWEEN
THE TOWN OF PARADISE
AND
OAK CREEK ESTATES, A GENERAL PARTNERSHIP
(Formerly, Oak Creek Estates, a Limited Partnership)

This Agreement is made and entered into by the Town Council of the Town of Paradise (the "TOWN"), and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("OAK CREEK") (collectively, the "PARTIES" and singularly "PARTY").

The purpose of this Agreement is to avoid the continuation of litigation between the TOWN and OAK CREEK by providing for the dismissal of said litigation without prejudice, and to toll all applicable time limitations, as set forth below.

The PARTIES, in consideration of the covenants set forth herein, agree as follows:

1. This Agreement shall be effective November 7, 2003 (the "Effective Date").
2. OAK CREEK alleges that it has claims or causes of action against the TOWN arising from, or otherwise related to, the TOWN's September 3, 1996 conditional approval of OAK CREEK's tentative subdivision map application for the Oak Creek Estates Project, as more fully described in OAK CREEK's Petition and Complaint on file in the civil action entitled *Oak Creek Estates, Limited Partnership v. Town of Paradise et al.*, Butte County Superior Court, Case No. 120072 (the "Lawsuit"). The TOWN alleges that it has defenses to all of OAK CREEK's claims or causes of action alleged in the Lawsuit. In accordance with the California Court of Appeal, Third Appellate District's recent issuance of its Remittitur and Opinion regarding the Lawsuit, the Butte County Superior Court approved and filed the Stipulation and Order On Remittitur, dated September 8, 2003. Pursuant to the Order, OAK CREEK may proceed with prosecuting

its remaining causes of action, and the TOWN may proceed with its remaining defenses thereto, consistent with the appellate court's Opinion and Remittitur.

3. In order to avoid the continuing burden and expense of the Lawsuit, the PARTIES agree that:

(a) Not later than 10 days from the Effective Date, OAK CREEK will file with the Butte County Superior Court, and serve on the TOWN, a dismissal *without prejudice* of the Lawsuit, and this dismissal shall be as to all Defendants and Respondents named therein.

(b) All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint, and the defenses thereto alleged by the TOWN, shall be tolled until no later than November 7, 2007, unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

(c) If OAK CREEK transfers and conveys to another party fee title to OAK CREEK's real property that is the subject of the Lawsuit, the parties each agree that notwithstanding the provisions of the preceding subparagraph (b), each party fully waives and releases any and all claims and causes of action that are alleged in the Lawsuit or arise therefrom, and that such waiver and release shall be as against all parties and persons named in the Lawsuit. Each party further agrees that such waiver and release shall be as to any and all rights or benefits that each party may then have, including but not limited to any rights under the tolling provisions in the preceding subparagraph (b), or may have in the future, under the terms of California Civil Code Section 1542, which section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Should OAK CREEK repurchase the real property that is the subject of the Lawsuit

within the tolling period set forth in subparagraph (b), above and pursuant to the repurchase conditions set forth in paragraph 7.0 of the agreement between OAK CREEK and Sierra Preservation Partners LLC entitled "Purchase and Sale Agreement" (dated September 10, 2003) and the Option Agreement, Exhibit B to the Purchase and Sale Agreement, this waiver and release, as provided in this subparagraph (c), shall be null, void, and of no effect.

(d) Subject to the preceding subparagraph (c), OAK CREEK may, within the tolling period, either re-file the Lawsuit, or file and prosecute to completion a motion to set aside the dismissal of the Lawsuit, and upon the re-filing of the Lawsuit, or upon any order granting any motion to set aside the dismissal of the Lawsuit, the parties shall have the same rights, claims and defenses in the litigation as exist on the date of this Agreement; provided, however, that this Agreement is made without prejudice to the TOWN's right to object to or to oppose any motion to set aside the dismissal of the Lawsuit, or any similar motion.

(e) Each PARTY waives and releases all claims against the other PARTY as to all costs, interest and attorneys fees that have been incurred in the Lawsuit as of the Effective Date.

4. This Agreement does not constitute and may not be used as evidence of any admission of actual or potential liability, responsibility or error on the part of any PARTY to this Agreement.

5. This Agreement contains the entire understanding and agreement between the PARTIES with respect to matters addressed herein, and no statement, promise, or inducement made by any of the PARTIES or agent of the PARTIES that is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the PARTIES.

6. Any written notice required under this Agreement shall be sent via certified mail, return receipt requested. Such notice shall be tendered as follows:

As to OAK CREEK:

Robert Buckthal
1881 Paseo Del Cajon
Pleasanton, CA 94566
(925) 846-3156

AND

Steven P. Belzer, Esq.
Law Office of Steven P. Belzer
1201 K Street, Suite 1230
Sacramento, California 95814
(916) 442-6500

As to the TOWN:

Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969-4931

AND

Timothy M. Taylor, Esq.
Somach Simmons & Dunn
813 Sixth Street, Third Floor
Sacramento, California 95814
(916) 446-7979

Any PARTY may change its address for notice purposes by sending a notice of address change to the other PARTY pursuant to the provision of notice procedures in this Paragraph 6.

7. This Agreement shall be binding upon and shall operate in favor of the employees, agents, officers, directors, predecessors, successors, parents, subsidiaries, and assigns of each PARTY.

8. Should any provisions of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby.

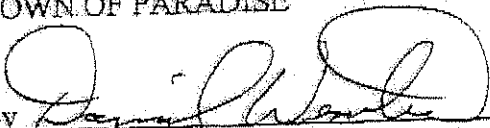
9. The PARTIES represent that those executing this Agreement on their behalf are authorized to bind that PARTY to this Agreement and are acting within the scope of their authority.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original. Facsimile signatures on this Agreement shall be acceptable.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

TOWN OF PARADISE

By 
Daniel Wentland, Mayor

Dated: 11/12/03

APPROVED AS TO FORM:

SOMACH, SIMMONS & DUNN
A Professional Corporation

By: 

Dated: November 10, 2003

Timothy M. Taylor, Esq.
Attorneys for Town of Paradise, et al.

OAK CREEK ESTATES, GENERAL PARTNERSHIP
(Formerly Oak Creek Estates, a Limited Partnership)

By: 
Robert Buckthal, General Partner

Dated: 11-9-03

APPROVED AS TO FORM:

LAW OFFICE OF STEVEN P. BELZER

By: 

Dated: 11-10-03

Steven P. Belzer, Esq.
Attorneys for Oak Creek Estates, a General Partnership

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN THE
TOWN CLERK DEPARTMENT PURSUANT TO GOVERNMENT CODE SECTION
34090.**

WHEREAS, Government Code Section 34090 authorizes the head of a town department, with the written consent of the Town Attorney, to destroy certain records over two years of age upon approval of the legislative body; and,

WHEREAS, the Town Attorney consent is incorporated into this resolution as Exhibit A approving the destruction of those certain records set forth in Exhibits B, C, and D; and,

WHEREAS the specific records are set forth on Exhibits B, C and D; and,

WHEREAS, the Town Clerk is requesting to dispose certain records maintained in the Town Clerk Department as set forth on the attached Exhibits B, C and D.

NOW, THEREFORE, the Town Council of the Town of Paradise does resolve as follows:

SECTION 1: The Town Clerk of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibits B, C and D of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

EXHIBIT "A"

**Consent to Destruction of Certain Records, Documents
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibits B, C and D attached to Resolution No. 16-_____.

DATED: June 2, 2016

DWIGHT L. MOORE, Town Attorney

RESOLUTION NO. _____
**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
 PURSUANT TO GOVERNMENT CODE SECTION 34090**

**EXHIBIT “B”
 LIST OF FILES ELIGIBLE FOR DESTRUCTION
 (Removed from shelf)**

	PLANNING & COMMUNITY DEVELOPMENT	Retention
	Planning - Annexations	
760-10-37	Walter Sonntagg Annexation on Merrill Road	Duplicate File
760-10-38	Cummings/Sprague Annexation & Prezone	Duplicate
760-10-39		
760-10-40	Wal Mart Lower Skyway Potential Annexation	2-year
760-10-41	Wal Mart Shopping Center Project – Correspondence for and against 1/1/2010 – 1/20/2012	2-year
760-10-42	Mooney, John & Carol (Prospect Lane)	Duplicate File
	Planning - Census	
760-25-01	July 1980 – Census 1990	Superseded
	Planning – General Plan	
760-40-39	Corrigan – Rezone & General Plan Amendment File #1 (Originals in Planning)	Duplicate File
760-40-40	Corrigan – Rezone & General Plan Amendment File #2	
760-40-43	Corrigan – Rezone & General Plan Amendment File #3	
760-40-44	Corrigan – Rezone & General Plan Amendment File #4	
760-40-47	Niblett – Rezone & General Plan Amendment	Duplicate
760-40-48	Rickards-Anderson Rezone & Land Use Amendment	Duplicate
760-40-49	McGregor – Rezone & General Plan Amendment	Duplicate
760-40-51	Sonntag, Ron - Rezone & General Plan Amendment	Duplicate
760-40-56	Grand Sierra Lodge – Rezone & General Plan Amendment	Duplicate
760-40-58	Gilkey: General Plan Amendment & Rezone	Duplicate
	PLANNING – PLANNING COMMISSION	
760-45-03	Planning Commission – Correspondence through 8/10/2009	2-year
760-45-06	Planning Commission Agendas & Minutes through 12/10/2007	Duplicates
760-45-09	PC Agenda & Minutes 2008 to 2009	Duplicates
760-45-10	Applicants & Appointments 1996 to 2001 (Term + 5)	T + 5
760-45-11	Applicants & Appointments 2003 to 2010 (Term + 5)	T + 5
	PLANNING – SPHERE OF INFLUENCE	
760-50-03	Magalia Dam/Skyway Widening – Correspondence through 2/10/2005	2-year
760-60-01	Planning Director Hearing Agendas through 8/30/2006	2-year
760-70-01	Butte County General Plan correspondence through 8/23/2013	2-year
	Planning - Zoning	
750-85-02	Regulations relating to Adult Entertainment	2-year
750-85-06	Transmittal Letters through 10/21/10	2-year
	Planning – Transportation	
770-05-07	General File 2004	2-year
770-05-13	Intercity Transit through May 2011	2-year
	PUBLIC WORKS/ONSITE/ENGINEERING/STREETS	
910-10-06	Drainage Deposits – Correspondence through 8/13/2002	2-year

RESOLUTION NO. _____
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
PURSUANT TO GOVERNMENT CODE SECTION 34090

910-20-01	Capital Improvement Resolutions	Duplicates
910-30-02	Operation & Maintenance General File through 10/10/2006	2-year
920-20-01	Plan Checks General File through 10/10/2007	
920-30-01	Surveys – through 9/8/2009 (one agenda summary)	2-year
930-20-01	DBE Resolutions 2000-2006	Duplicates
930-30-01	Cal Trans Minority Bus Regulations – through June 3, 1991	2-year
930-30-02	Highway – General Information through 9/10/2012	2-year
940-10-07	Used Oil Grant – correspondence through 6/29/2004	2-year
940-10-11	Container Recycling & Litter Reduction Act	2-year
940-10-13	Regional Electronic Hazardous Waste Grant Program Newsletter	2-year
940-10-18	Citizen Rate Review Committee Agendas through Jan 8, 2008	2-year
950-15-06	Banner Program – Discontinued June 8, 2004	2-year
950-15-07	Temporary Street Closure Procedure – Resolution No 08-18	Duplicate
950-25-02	Dean Road – Encroachment (Gate Proposal) – 2/6/2004	2-year
950-25-03	Encroachments – General 2/10/2011	2-year
950-25-01	Encroachment Paradise of Flags 11/1/1999	2-year
950-40-01	Capital Improvement Projects – correspondence & duplicate resolutions	2-year
950-45-02	Stop Sign Locations - Correspondence through Jan 12 1999	2-year
950-60-03	Citizen Complaint/Notification – Correspondence through Oct 23 2009	2-year
950-60-05	Snow Removal Plan Policy	Duplicate

RESOLUTION NO. _____
**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
 PURSUANT TO GOVERNMENT CODE SECTION 34090**

**EXHIBIT "C"
 LIST OF FILES ELIGIBLE FOR DESTRUCTION
 5-Year Retention**

Box No.		Date closed
2010-00002	Redevelopment Agency – Real Property/Contracts for Services	
1340-20-10	Serenity Woods Lease – 5456 Black Olive Drive – 1/13/2010	01/13/2010
1320-10-01	7-H Technical Services Group – Downtown WWTR Master Plan – 5/23/2007	05/23/2007
1320-10-04	Butte College SBDA – RDA Business Partnership Program	12/01/2006
1320-10-08	Repayment of 2005 Loan from Town to RDA \$124,149 at 5%	06/27/2006
1320-10-09	Murphy & Davis–Special Counsel-Compliance w/Redevelopment Housing Law	11/30/2006
1320-10-11	A.M. Miller & Co – Financial Consulting for 2003 Tax Allocation Notes	12/31/2003
1320-10-12	Orrick, Herrington & Sutcliffe Legal Services re 2003 Tax Allocation Notes	12/31/2003
1320-10-13	James Saake Real Estate Appraisal Services	08/07/2007
1320-10-14	David G Anderson – Façade Renovation at 5456 Black Olive Drive	02/28/2006
1320-10-16	Wilsey Ham – Foster Rd Streetscape (Engineering Services)	10/17/2007
1320-10-18	Colleen Corners – Business Development Consulting	05/13/2008
	CONTRACTS	
C85-14	Newport Federal (CDBG Loan – Grant #83-EDBG-020) Pd in Full	03/04/2010
C05-12	L & L Surveying	11/04/2010
C07-17	Spherion Staffing – Temporary Employment Agency Services	04/29/2009
C07-18	Sierra Heating & Air – HVAC Maintenance Services	09/15/2009
C07-21	Paradise Community Village (\$7500 was approved but never allocated)	10/14/2008
C07-22	Government Staffing Services, Inc (dba Munitemps)	03/26/2009
C07-23	Willdan – Building Plan Check Examination	03/16/2009
C07-04	Butte & Fire Safe Council Fuel Clearance Grants	10/20/2010
C08-01	Peters, Rush, Habib & McKenna – Legal Services re Appeal of Sherfield	09/16/2008
C08-03	TeChico –Information Services (Josh Marquis)	09/04/2008
C08-10	Liebert Cassidy Whitmore – Training & Consulting Service re: HR Mgt	06/30/2009
C08-12	Fire Storm, Inc.(20-person on call crew)	05/13/2009
C09-01	Pacific Municipal Consultants – Env Analysis Services for Mtn Terrace Dev	09/21/2009
C09-06	DeNovo Planning Group – Certification of Housing Element of General Plan	04/29/2010
C09-10	Private Industry Council of Butte County – Youth Workforce Investment	06/08/2010
C09-11	CHEC Pavement Management	11/03/2010
C09-14	Motorola, Inc – Records Mgt & Computer Aided Dispatch Program	04/13/2010
	LEASES	
880-30-02	4047 Neal Road (Property sold 8/19/05)	08/19/2005
880-30-03	5551 Skyway – Lease Terminated	10/20/2005
880-30-04	Community Action Agency Lease of 5533 B Skyway	01/02/2005
880-30-05	4047 Neal Rd – Habitat For Humanity (Town sold this property)	03/17/2010

RESOLUTION NO. _____
**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
 PURSUANT TO GOVERNMENT CODE SECTION 34090**

EXHIBIT "D"
LIST OF FILES ELIGIBLE FOR DESTRUCTION
5-Year Retention

BOX NO.		Date of Loss
2010-00006		
	LEGAL & LEGISLATIVE	
File No.	Claims – Statute of Limitations Expired	
520-30-05	2007 through 12/10/2008 – Miscellaneous Complaints	
520-30-06	2009 through 12/02/2010 – Miscellaneous Complaints	
520-40-50	CASEY, Ralph & Shirley	11/13/2006
520-40-51	WOODWARD, Robert	11/19/2007
520-40-52	MacNEILL, Cristina	11/03/2007
520-40-53	GRESLIE, David & Yarrow	11/05/2007
520-40-54	LANGLEY, Norman & Scott (BOGASIAN)	10/26/2006
520-40-55	KRAUSE, Otis & Mary Lou	04/30/2007
520-40-56	ROUDYBUSH, Steven	02/14/2007
520-40-57	HARDWICK, Roy L., Jr.	02/02/2008
520-40-58	BLACKWELDER, William Dale	10/10/2007
520-40-60	DARBY, Bill	01/31/2008
520-40-61	Enterprise Rent-A-Car	01/29/2008
520-40-64	ODELL, Markham	03/03/2008
520-40-65	KESTER, Charles	03/17/2008
520-40-66	COBBLE, Shin Lee	03/21/2008
520-40-67	DEVORE, Jeff	02/11/2008
520-40-68	FORBES, Deborah	04/28/2008
520-40-69	CAMERON, Marjorie	03/17/2008
520-40-70	WILLIAMS, Barbara	03/18/2008
520-40-71	WEST, Wilma	03/05/2008
520-40-72	BARKER, Jason	08/08/2008
520-40-73	STECHEK, Kathryn	01/13/2009
520-40-75	VAIRO, Michael	12/9/2008
520-40-77	PICKARD, Stephen	06/12/2008
520-40-78	NESMITH, Rodney	01/29/2008
520-40-78	KOUNS, Ken	08/28/2009
520-40-80	BLANDFORD, Charleen	07/20/2010
520-40-83	ARNOLD, William	12/29/2009
520-40-84	WITHEROW, Trista	02/18/2010
2010-00005		
520-30-04	Miscellaneous Closed Complaints/Claims (1/1/2004 – 8/31/2006)	
520-40-13	HOUTMAN, John	11/02/2005
520-40-08	ROBERTS, Robert	06/02/2004
520-40-10	NEWTON, Harold	12/07/2004
520-40-12	SAWYER, Gary	07/25/2005
520-40-14	MICHELS, Kimberly	05/29/2004
520-40-15	MALOSH, Corynne & MURRAY, Cathy	09/25/2005
520-40-16	ANDERSEN, Carl	07/06/2006
520-40-17	DOLINAR, Bill	08/24/2006
520-40-18	HARRIS, Kory Allan	10/30/2006

RESOLUTION NO. _____
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
PURSUANT TO GOVERNMENT CODE SECTION 34090

BOX NO.		
520-40-19	LAMB, Jeff	11/12/2006
520-40-20	BALTIERRA, Justin	12/10/2006
520-40-35	TYLER, Gary & Kathryn	07/27/2005
520-40-36	LAW, Kimberly	06/01/2005
520-40-37	CARUS, Valerie	03/23/2005
520-40-38	MADSEN, Aage	05/19/2004
520-40-39	BAUER, Janet	10/12/2004
520-40-42	COLETT, Mary	02/10/2002
520-40-43	CONNORS, Cathleen	11/19/2002
520-40-44	CHENEY, Robert	10/15/2005
520-40-45	GILSTRAP, Barbara	02/26/2006
520-40-46	FREDERICK, George	03/07/2006
520-40-47	THOMAS, Carolina	01/20/2006
520-20-48	PICKARD, Douglas	01/16/2006
502-40-49	ERTA, Margaret	10/21/2005



**Town of Paradise
Council Agenda Summary
Date: June 14, 2016**

Agenda Item: 2f

Originated by: Josh Marquis, IT Manager
Reviewed by: Lauren Gill, Town Manager
Subject: Declaration of Information Technology Hardware Surplus

Council Action Requested:

Adopt Resolution No. 16-22, A Resolution of the Town Council of the Town of Paradise, California, Declaring Certain Information Technology Hardware Surplus and Authorizing the Sale, Donation, or Destruction of Said Surplus Items.

Background:

There are some outdated and obsolete desktops, servers, switches, appliances, hard-drives, backup tapes, and other, miscellaneous storage media that are no longer utilized by the Town. The list includes:

- 1 Linksys SRW2024 Network Switches
- 2 3Com SuperStack3 4500 PWR Network Switches
- 3 3com Baseline Switch 2824 Network Switches
- 4 APC SmartUPS RT 1500s
- 5 APC SmartUPS 550s
- 6 APC SmartUPS 650s
- 7 APC SmartUPS 750s
- 8 SuperMicro Custom 1U Servers
- 9 SuperMicro Custom 2U Servers
- 10 SuperMicro Custom 4U Servers
- 11 Voiceprint Custom 4U Server
- 12 HP DL380 G7 Servers
- 13 HP DL380p G8 Servers
- 14 HP DL 180 G6 SQL Servers
- 15 HP StorageWorks X1600 Server
- 16 Fujitsu Scanner
- 17 LTO1/2/3/4/5 Backup Tapes
- 18 Assorted Magnetic Backup Media
- 19 Assorted Custom Desktops
- 20 Assorted Computer Peripherals

Fiscal Impact Analysis:

Any revenue generated from the sale of assets will be deposited in Asset Sales Proceeds Fund (1010.20.4202.7615).

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE,
CALIFORNIA, DECLARING CERTAIN INFORMATION TECHNOLOGY
HARDWARE SURPLUS AND AUTHORIZING THE DONATION OR
DESTRUCTION THEREOF**

WHEREAS, the Town of Paradise wishes to sell, donate or destroy certain information technology hardware that is obsolete and no longer functional, and;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Paradise as follows:

Section 1. The Town hereby declares some outdated and obsolete desktops, servers, switches, appliances, hard-drives, backup tapes, and other, miscellaneous storage media listed in Exhibit A of this resolution to be disposed of and/or destroyed in accordance with Paradise Municipal Code Section 2.45.130.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

By: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

By: _____
Dwight L. Moore, Town Attorney

Town of Paradise
Exhibit A
2016 Surplus IT Equipment

- 1 Linksys SRW2024 Network Switches
- 2 3Com SuperStack3 4500 PWR Network Switches
- 3 3com Baseline Switch 2824 Network Switches
- 4 APC SmartUPS RT 1500s
- 5 APC SmartUPS 550s
- 6 APC SmartUPS 650s
- 7 APC SmartUPS 750s
- 8 SuperMicro Custom 1U Servers
- 9 SuperMicro Custom 2U Servers
- 10 SuperMicro Custom 4U Servers
- 11 Voiceprint Custom 4U Server
- 12 HP DL380 G7 Servers
- 13 HP DL380p G8 Servers
- 14 HP DL 180 G6 SQL Servers
- 15 HP StorageWorks X1600 Server
- 16 Fujitsu Scanner
- 17 LTO1/2/3/4/5 Backup Tapes
- 18 Assorted Magnetic Backup Media
- 19 Assorted Custom Desktops
- 20 Assorted Computer Peripherals



**Town of Paradise
Council Agenda Summary
Date: June 14, 2016**

Agenda Item: 2g

Originated by: Josh Marquis, IT Manager
Reviewed by: Lauren Gill, Town Manager
Subject: Konica Minolta Copier Replacements

Council Action Requested:

Authorize the Town Manager to enter into two (2) agreements with Inland Business Systems to provide the following equipment and services effective July 1, 2016:

1. Deliver five (5) new Konica Minolta Bizhub multifunction devices (Bizhubs) as described in the attached exhibits titled "TOP – Work Order" and "TOP – Addendum to Work Order". Relocate two (2) existing Bizhubs to alternate locations at Town Hall and remove four (4) existing Bizhubs as described in the attached exhibit titled "TOP – Work Order".
2. Service Maintenance for Seven (7) Bizhubs as described in the attached exhibits titled "TOP – Service Agreement" and "TOP – Addendum to Service Agreement".

Background:

As a cost savings measure, Town staff has standardized copier models and has synchronized copier replacement schedules for all departments. Also, the Town was able to take advantage of pricing made available on an existing, competitively bid contract between Inland Business Systems and the State of California, contract # 3091 & 7-15-70-24. These actions provide a savings of \$890 per month.

These recommended changes will result in the replacement of our dated bizhubs with newer models and provide a monthly savings to our overall copier budget.

Fiscal Impact Analysis:

The Town was previously paying \$2,069.13 per month in lease, maintenance, and toner costs. The current proposal will cost \$1,179.45 per month which includes keeping two of the existing models as secondary or backup units (one in Finance and one at Development Services counter.) The net result is a savings of approximately \$890 per month.



A Xerox Company

Service Addendum

Product Make & Model	Networked /Local	Start Meter	Location	Serial #	ID #	Base Billing	Freq	Included	Overage	Freq
KM BIZHUB 454e (B/W)		1	PD LOBBY			0.00	MON	0	0.00550	MON
KM BIZHUB C454e (B/W)		1	PD ADMIN.			0.00	MON	0	0.00550	MON
KM BIZHUB C454e (COLOR)		1				0.00	MON	0	0.05000	MON
KM BIZHUB C368 (B/W)		1	FIRE STATION 81			0.00	MON	0	0.00550	MON
KM BIZHUB C368		1				0.00	MON	0	0.05000	MON
KM BIZHUB C454e (B/W)		1	FINANCE			0.00	MON	0	0.00550	MON
KM BIZHUB C454e (COLOR)		1				0.00	MON	0	0.05000	MON
KM BIZHUB C454e (B/W)		1	DEVELOP. SVCS			0.00	MON	0	0.00550	MON
KM BIZHUB C454e (COLOR)		1				0.00	MON	0	0.05000	MON
KM BIZHUB 601 (B/W)		468,100	FINANCE	0PP011013397	I-0829	0.00	MON	0	0.00550	MON
KM BIZHUB C451 (B/W)		158,500	DEVELOP. SVCS	00K010011309	I-2101	0.00	MON	0	0.00550	MON
KM BIZHUB C451 (COLOR)		169,300				0.00	MON	0	0.05000	MON
							MON			QTR
							MON			QTR
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Initial

Date



A Xerox Company

1326 North Market Blvd
Sacramento, CA 95834
916-928-0770

2592 Notre Dame Blvd
Chico, CA 95928
530-891-1966

627 Bitritto Ct
Modesto, CA 95356
209-529-3610

2620 Larkspur Lane Suite C
Redding, CA 96002
530-223-6519

4710 Longley Lane
Reno, NV 89502
775-828-2679

1301 Redwood Way
Petaluma, CA 95354
707-448-7742

- Service Maintenance Agreement
- Managed Print Services Agreement

Bill To Customer #:	201389	Ship To Customer #	0
Company	Town of Paradise	Company	0
Department	0	Department	0
Address	5555 Skyway	Address	0
City / State / Zip	Paradise / CA / 95969	City / State / Zip	0
Billing Contact	Josh Marquis	Key Operator	0
Phone #	(530) 872-6291	Phone #	0
E-mail Address	0	E-mail Address	0

Effective Dates: From: _____ Term: _____

Special Instructions: Add to existing agreement. Rate below.
SERVICE RATES TO BE LOCKED FOR LEASE TERM. DELIVERY FEE FOR SUPPLIES TO BE WAIVED. \$25 FEE FOR 360 APPLICATION TO BE WAIVED IF APPLICATION IS NOT INSTALLED.

Product Make & Model	Networked /Local	Start Meter	Location	Serial #	ID #
SEE ATTACHED ADDENDUM					

COVERAGE TYPE Description of Coverage

Full - B/W MFP Printers	Additional pages shall be billed at the Overage Rate				
	Base Billing _____	Freq <u>MON</u>	Included	_____	Overage Rate: _____ Freq <u>QTR</u>
Full - Color MFP Printers	Additional pages shall be billed at the Overage Rate				
	Base Billing _____	Freq <u>MON</u>	Included	_____	Overage Rate: _____ Freq <u>QTR</u>

Included in Lease

Special Instructions: _____

Meter Submission: 360 App Installed NO 360 App Contact Name: _____

Title/Function: _____ Telephone: _____ 360 App E-Mail: _____

Fax Number: _____

METER COLLECTION METHOD: IBS will charge a fee of \$25 per overage billing cycle should the customer decline 360 App Install.
The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by it's terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Customer Acceptance Inland/Lucas/Sierra

Authorized Signature		Signature	
Date		Date	
Print Name		Print Name	
Title		Title	

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) pc or other network support or repair, (f) hard drive replacement, (g) parts for stand-alone scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Compatible toner cartridges will be provided except where OEM is specifically noted - pricing may be higher. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

12. **Managed Print Services. Customer Owned Multi-Function, Printer and Fax Devices. Non-Reparability** – Company will make every reasonable attempt to repair defective device or failed parts and components, however there may be circumstances where the Printer cannot be repaired including but not limited to, age, print volume, environment, discontinued or unavailable replacement parts and excessive cost of repair. Upon notice of inability to repair, You may elect to replace at Your cost. Printers and Facsimile devices categorized as "personal" desktop devices are deemed minimally repairable by design and although basic service and cleaning are included, repairs are generally not available and such devices will require replacement at Your expense. **Addition of Equipment** – Customer is required to notify Us upon installation of any additional Equipment at Customer's site capable of using Our supplied toner cartridges. Upon installation such Equipment shall automatically be covered and included in this Agreement.

Initial _____ Date _____



A Xerox Company

1326 North Market Blvd
Sacramento, CA 95834
916-928-0770

2592 Notre Dame Blvd
Chico, CA 95928
530-891-1966

627 Bitritto Ct
Modesto, CA 95356
209-529-3610

2620 Larkspur Lane #C
Redding, CA 96002
530-223-6519

4710 Longley Lane
Reno, NV 89502
775-828-2679

1301 Redwood Way
Petaluma, CA 95354
707-448-7742

Order #

Bill To Customer #:	201389	Ship To Customer #:	
Company	Town of Paradise	Company	
Department		Department	
Address	5555 Skyway	Address	
City / State / Zip	Paradise / CA / 95969	City / State / Zip	
Billing Contact	Josh Marquis	Key Operator	
Phone #	(530) 872-6291	Phone #	
E-mail Address		E-mail Address	

Date	Install Date	Sales Rep	PO Number	Transaction Type
6/1/2016		20SA14		

Qty	VPN	Description	Price
		SEE ATTACHED ADDENDUM	
Addendum Total			\$839.32

Additional Special Instructions:	*TO KEEP KONICA MINOLTA BIZHUB 601 (I-0829) & BIZHUB C451 (I-2101). MOVE BIZHUB C451 (I-2101) FROM POLICE DEPARTMENT TO TOWN HALL.	Subtotal	\$839.32
	**PICK UP KONICA MINOLTA BIZHUB C552 (I-0793), BIZHUB DI-5510 (I-2098), BIZHUB C452 (I-0618) & BIZHUB 421 (-0587)	Tax Rate	7.5000%
		Tax	\$62.95
		TOTAL	\$902.27

EQUIPMENT REMOVAL

LEASE RETURN
 TRADE-IN
 DISPOSABLE
 MAKE KONICA MINOLTA
 MODEL VARIOUS

PAYMENT INFORMATION

MONTHLY PAYMENT OF: \$839.32 PER MONTH PLUS TAX

TOTAL # OF PAYMENTS: 60 MO

PURCHASE OPTION: \$1 out

The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Purchase Authorization		Inland Business Systems Companies	
Authorized Signature	Date	Signature	Date
Print Name	Title	Print Name	Title

SALES ORDER
THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. **Definitions.** The first page of this Purchase Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Order Addendum (if attached), represent the agreement (the "Agreement") between Inland Business Systems/Lucas Business Systems/Sierra Office Systems the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the purchase of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. **Scope.** This Agreement may be executed for:
 - a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).
 - b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
 - c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery. Delivery & pickup charges may apply.
5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.
9. **Additional Services & Support.** Additional connectivity support, not included in this statement of work, or after initial installation may be billable at a rate of 150.00 an hour. Assistance with 5 workstations is included. Internal IT or contracted IT support must be available at time of installation. Administrative rights are necessary for most implementations. Signature below releases the Inland Business Systems Companies from any responsibility due to coincidental failure of computer related hardware or software during implementation.
10. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.**
11. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
12. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
13. **System Data Backups, Virus Protection and Security** provisioning are customer responsibility. All network hardware, performance of network and hardware, bandwidth allocations and operability sufficient to support added software applications are customer responsibility. No bandwidth, assessment or suitability tests have been provided and are the responsibility of the Customer.
14. **Governing Law.** This Agreement shall be governed by the laws of the state of California without regard to the conflict of laws or principles of such states.
15. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
16. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
17. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
18. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
19. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
20. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. this Agreement supersedes any prior proposals, quotations, or communications, written or oral, regarding the purchase of the Goods from the Company. The Customer further understands the Company is not a party to any leasing documents executed between Customer and the leasing company, and this Agreement is not intended to supersede any leasing documents, or other contracts or agreements which Customer may execute with the Company.

Initial Date

TOWN OF PARADISE EQUIPMENT DELIVERY GUIDE

MACHINE #1

Konica Minolta Bizhub 454e

- Delivery Location: Paradise Police Department (Lobby)
- Delivery Address: 5595 Black Olive Dr., Paradise, CA 95969

MACHINE #2

Konica Minolta Bizhub C454e

- Delivery Location: Paradise Police Department (Administration)
- Delivery Address: 5595 Black Olive Dr., Paradise, CA 95969

MACHINE #3

Konica Minolta Bizhub C368

- Delivery Location: Paradise Fire Department (Fire Station 81)
- Delivery Address: 767 Birch St., Paradise, CA 95969

MACHINE #4

Konica Minolta Bizhub C454e

- Delivery Location: Town Hall (Finance)
- Delivery Address: 5555 Skyway, Paradise, CA 95969

MACHINE #5

Konica Minolta Bizhub C454e

- Delivery Location: Town Hall (Development Services)
- Delivery Address: 5555 Skyway, Paradise, CA 95969

MACHINE #6

Konica Minolta Bizhub 601 (Currently Located at Town Hall)

- Delivery Location: Town Hall (Finance)
- Delivery Address: 5555 Skyway, Paradise, CA 95969

MACHINE #7

Konica Minolta Bizhub 601 (Currently Located at Paradise Police Department)

- Delivery Location: Town Hall (Development Services Counter)
- Delivery Address: 5555 Skyway, Paradise, CA 95969



**TOWN OF PARADISE
Council Agenda Summary
Date: June 14, 2016**

Agenda No. 2(h)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Geographic Information Center (GIC) 2016/2017 Maintenance Contract

COUNCIL ACTION REQUESTED:

1. Authorize the Town Manager to execute the 2016/2017 FY GIS maintenance agreement with the CSU, Chico Research Foundation.

Background:

The Geographic Information Center (GIC) is a program of the California State University (CSU) Chico Research Foundation, and has been providing Geographic Information System (GIS) data to the Town for the past several years. An annual maintenance agreement is typically required for this service. The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch.

Analysis:

As mentioned above, the GIC provides a variety of services under the agreement. In addition to technical support, the maintenance of data involves the GIC receiving data revisions from the Town, County and other agencies, compiles these changes and corrections, and is then available to the Town for its use. For example, when a parcel in the Town is subdivided, the new lot is sent to the GIC (in addition to other agencies) and they make this change in the data. Additionally, the GIC creates specialized maps and data for various projects, such as soils map, snow load map, etc. Without this maintenance service, it would be extremely difficult for the Town to correct and maintain this data in a correct and efficient manner due to staffing limitations and specialization of work. The GIC has proved to be a valuable asset to the Town in times where mapping and other specialized information is required in a timely manner.

In the 2015/2016 Fiscal Year, milestones for the GIC included:

- Launch of an internal GIS web viewer for town staff
- Launch of a new mailer web viewer which added efficiencies for notifications to citizens
- Improvements to the web viewer, allowing Police Dispatch to use data live.
- Supported early stages of the Paradise Sewer Feasibility Study.

In 2016/2017 Fiscal Year, the GIC will continue to update all base, planning, and infrastructure GIS layers as needed, continue to provide live data access in support of dispatch, continue to maintain the online mailer application with the latest available address, parcel, and County Assessor information, continue to enhance capabilities for town staff to the online web viewers as requested, produce any hard copy materials necessary for the Town's daily activities, and provide various GIS technical support for all departments on an as needed basis.

Financial Impact:

The cost for these maintenance and support services for the 2016/2017 fiscal year is a fixed fee of \$10,000.00. This maintenance agreement will be included in the 2016/2017 General Fund budget and will be paid for by the Central Services Program account 5213.100 Professional/Contract Services.

Alternatives:

Delay, modify or reject recommended action.

AGREEMENT WITH THE CSU, CHICO RESEARCH FOUNDATION

Agreement is hereby made between The CSU, Chico Research Foundation (FOUNDATION), on behalf of the Geographical Information Center (GIC), and Town of Paradise, Inc. (CLIENT) according to the following terms, conditions, and provisions:

IDENTITY OF CLIENT

Name: Town of Paradise

Address: 5555 Skyway
Paradise, CA 95969

Contact person: Lauren Gill

Business Telephone Numbers:
Phone # 530.872.6291, ext. 104
Fax # 530.877.5059

FOUNDATION

CSU, Chico Research Foundation
Building 25, Suite 103
California State University Chico
Chico, CA 95929-0870

Contact person for contractual matters:
John Miner, Contracts Officer
Office of Sponsored Programs
Phone: (530) 898-5700

Contact person for project matters:
Jason Schwenkler, Director
Geographical Information Center
Phone: (530) 898-4372
Fax: (530) 898-6317

WORKSCOPE

CLIENT desires that FOUNDATION perform, and FOUNDATION agrees to perform, the following work:

Client proposes to contract with the Research Foundation to have the Geographical Information Center, a program of the Research Foundation, provide GIS maintenance updates, which includes existing GIS data and Map Book updates, internal online Parcel Notification site maintenance and updates, internal online Parcel Viewer site maintenance and updates, external Parcel Viewer site maintenance and updates, and GIS support services for individual

departments, including dispatch, to the Town of Paradise Geographical Information System for the period July 1, 2016 through June 30, 2017.

**SERVICE
SPECIFICATIONS**

FOUNDATION will furnish all equipment, tools, materials and supplies, except that CLIENT shall provide data and/or other assistance as follows:

none

Said data shall be provided to FOUNDATION on or before _____

Provided said data and/or review(s) of draft deliverable(s) is timely received, the work shall be completed on or before _____.

Other specifications: _____

**TERMS OF
PAYMENT**

As compensation for FOUNDATION's service, CLIENT shall pay FOUNDATION a fixed fee of \$10,000, due and payable upon completion of the work.

INDEPENDENCE

FOUNDATION understands FOUNDATION is not the CLIENT's employee and is not entitled to any benefits provided by CLIENT to its employees. FOUNDATION will perform all services in an independent capacity, subject to the CLIENT's direction and control only as to the result and not the manner or means of accomplishing that result. Except as specified above, FOUNDATION shall, at FOUNDATION's sole expense, provide all instrumentalities or supplies, any required licenses or permits, additional helpers or subcontractors, and any other expense incurred by FOUNDATION except as otherwise specified herein.

INSURANCE

FOUNDATION assumes all risks as an independent contractor, and agrees to obtain all insurance necessary for FOUNDATION's protection in connection with work under this agreement.

INDEMNITY

Each party agrees to indemnify, defend and hold harmless the other from any injuries, property damage, or other claims and losses resulting from the activities of each party or the party's agents in performance of this agreement. With respect to Foundation as Indemnitee, Foundation is defined as The CSU, Chico Research Foundation, California State University, Chico, the Trustees of the California State University and their respective officers, employees, volunteers and agents.

OWNERSHIP

CLIENT will assume ownership of deliverables upon delivery by Foundation. Foundation may use deliverables and any working papers for its own purposes.

**TERMINATION
WITHOUT
CAUSE**

Either party may terminate this agreement without cause after giving 10 days written notice to the other. The parties shall deal with each other in good faith during the 15-day period after notice is given. CLIENT agrees to pay Foundation for all expenses to date of termination and any uncancellable obligations.

**TERMINATION
WITH CAUSE**

With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause shall include material violation of this agreement and any act exposing the other party to liability to others for personal injury or property damage. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

CHOICE OF LAW

Any dispute related to this agreement shall be decided in accordance with the laws of the State of California.

**TERMS OF
AGREEMENT**

This is the entire agreement of the parties and cannot be modified orally. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in force. This agreement may be supplemented or amended only in writing by agreement of authorized representatives of the parties.

This agreement becomes effective upon signature of both parties.

FOUNDATION:

John Miner, Contracts Officer

Printed Name of Foundation's Signatory

BY: _____

Signature

Date: _____

CLIENT: Lauren M. Gill

Printed Name of Client's Signatory

BY: _____

Signature

Date: _____

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: June 14, 2016**

Agenda Item: 2i

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Investment Strategy for OPEB Trust (GASB 45 Trust)

Council Action Requested:

Approve a resolution of the Town Council of the Town of Paradise authorizing an investment strategy option for OPEB funds being invested in the SISC OPEB Trust (formerly the SISC GASB 45 trust); or

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

The Governmental Accounting Standards Board (GASB) introduced GASB 45 which required that the Town of Paradise measure and report the liabilities associated with other (than pension) post-employment benefits (OPEB) in their financial statements beginning with the 2009/10 fiscal year. GASB 45 was created to address the growing concern over the potential magnitude of government employer obligations for post-employment benefits.

In order to address the related unfunded liability an irrevocable trust was implemented and \$50,000 contributed in May 2011. \$25,000 was contributed this 2015/16 fiscal year. While GASB 45 does not require an agency to pre-fund the long term liability nor to adopt or create an IRS 115 Trust, there are significant policy reasons why it is prudent to do so. It will begin dedicating resources to pay for future promised benefits and will allow the actuary to assume that the Trust will earn interest and that the amount the Town will need to set aside is thereby less.

Discussion:

In June 2015, the Governmental Accounting Standards Board (GASB) released Statements 74 and 75. These statements will become effective for fiscal years beginning after June 15, 2017 and will replace the current statements, GASB 43, 45 and 57. Due to the replacement of GASB 45, SISC will rename the "GASB 45 Trust" to the "SISC OPEB Trust" effective July 1, 2016.

The new SISC OPEB Trust will now offer three investment strategies: (1) Conservative Growth, (2) Moderate Growth, and (3) Long-Term Growth. The Moderate Growth strategy closely resembles the current investment model. The attached Council Resolution is required to select one of the three new investment strategies. Staff recommends selecting the Moderate Growth strategy which is described below:

Moderate Growth investors seek to maximize capital appreciation with modest risk. Investors are willing to accept a lower potential return in exchange for less risk. Investors have a longer time horizon and are able to tolerate short-term and possibly frequent declines in the value of their portfolio over a market cycle. The investment strategy will typically allocate 80% of the assets to managers who specialize in equities. Equities are diversified across domestic and international securities. Fixed Income is used to further diversify the portfolio and reduce portfolio volatility.

Fiscal Impact Analysis:

There is no cost associated with these changes or by selecting the moderate growth investment strategy. The selection will result in very similar yields for the funds invested.

**TOWN OF PARADISE
RESOLUTION NO. 16-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING AN INVESTMENT STRATEGY OPTION FOR OPEB FUNDS BEING INVESTED IN THE SISC OPEB TRUST (formerly the SISC GASB 45 TRUST)

WHEREAS, as a Participating Employer, the Town of Paradise has joined the SISC OPEB Trust by Resolution No. 11-12; and

WHEREAS, as a Participating Employer, the Town desires to select an investment strategy.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. As the Participating Employer, the Town Council hereby authorizes the investment of its funds as follows:

Select One:

_____ Conservative Growth (78% equity; 18% fixed income; 3% commodities; 1% cash alternatives)

___X___ Moderate Growth (85% equity; 11% fixed income; 3% commodities; 1% cash alternatives)

_____ Long-Term Growth (96% equity; 3% commodities; 1% cash alternatives)

Section 2. The OPEB Liaison is authorized to take any and all actions and to execute any and all documents necessary to implement this Resolution.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 14 day of June 2016, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Mayor Jody Jones

ATTEST:

APPROVED AS TO FORM:

JOANNA GUTIERREZ, Town Clerk

DWIGHT L. MOORE, Town Attorney



**TOWN OF PARADISE
Council Agenda Summary
Date: June 14, 2016**

Agenda No. 2j

ORIGINATED BY: David Hawks, Division Chief

REVIEWED BY: Lauren Gill, Town Manager

**SUBJECT: Hazard Mitigation Grant Program (HMGP) Ember Ignition Grant
In-Kind Match from the Town of Paradise**

COUNCIL ACTION REQUESTED: Approve an in-kind match from the Town of Paradise pertaining to permit fees and associated building inspection; and, authorize the mayor to sign the letter addressed to the California Office of Emergency Services (Cal OES). The attached letter will serve as the Town's commitment toward a portion of the in-kind match for the Butte County (including the Town of Paradise) HMGP Ember Ignition Grant application.

Background: Each year homes are lost due to "ember ignition" whereby firebrands get into and land on or around homes in a wildland fire and cause the home to catch fire. The County of Butte and Town of Paradise are subject to wildland fire in the urban interface which impact homes as we've seen in recent years; most notably the 2008 Humboldt Fire. During the Humboldt Fire several homes in the southern portion of Town and County area were destroyed due to ember ignition.

Discussion: This pilot project in the Paradise Ridge Area, southern Paradise including residents within the Town and County, is sponsored by the Butte County Office of Emergency Services (OES) and focuses on educating the public on the risks of ember ignition and identifying homes that are at risk of ember ignition through inadequate eave or gable vents. The Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant administered through Cal OES originated out of the devastating Butte and Valley fires from last summer where thousands of homes were destroyed, a large number from ember ignition. The Butte County OES submitted the preliminary grant application in the winter of 2016 and was given tentative approval pending their final grant application to include a budget with an in-kind match.

Butte County OES is proposing to educate homeowners in the Paradise Ridge (Town of Paradise and immediate surrounding areas of the county), and using a licensed contractor to "retrofit" a minimum of 40 homes (roughly 20 within the Town) with attic and/or eave vents that meet the new Wildland Urban Interface Building Standards, Chapter 7, Title 24 of the California Building Code as implemented on January 1, 2008. The in-kind match from the Town would include the waiver of permit fees and subsequent inspection fees relative the vent retrofit on the aforementioned homes.

Fiscal Impact Analysis: There are minimal fiscal impacts to the Town, through the loss of permit fees estimated at \$105.84 per household or \$2,116.80 for an estimated 20 homes in Paradise. It is unlikely that the Town would realize any permit fees from the perspective residents if the grant opportunity wasn't present, and more importantly the grant stands to help "harden" area homes improving their odds of surviving an ember blizzard associated with wildland fire.



TOWN OF PARADISE
5555 Skyway
Paradise, CA 95969
(530) 872-6291

June 14, 2016

California Governor's Office of Emergency Services
Hazard Mitigation Grants Program Unit
3650 Schriever Avenue
Mather, CA 95965

Dear State Hazard Mitigation Officer,

As part of the Hazard Mitigation Grant Program process, a local funding match is required. This letter serves as the Town of Paradise's commitment to meet a portion of the matching fund requirements for the HMGP DR-4240 sub-application activities.

Name of funding source: Town of Paradise

Funding type: In-kind

Local matching fund requirement is \$10,500 and the available date is 7/1/2016,

Please contact John Gulserian at the Butte County Office of Emergency Management, 530-538-7373 of jgulserian@buttecounty.net if you have any questions.

Sincerely,

Jody Jones
Mayor, Town of Paradise



TOWN OF PARADISE
Council Agenda Summary
Date: June 14, 2016

Agenda No. 6(a)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Almond St Multi-Modal Improvements Project Environmental Review, Preliminary Engineering and Right of Way Consultant Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of Mark Thomas & Company to perform engineering services for the Almond St Multi-Modal Improvements Project, and
2. Approve the attached Professional Services Agreement with Mark Thomas & Company and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In spring 2015, Caltrans announced the second Call-for-Projects for the Active Transportation Program. In June 2015 the Town of Paradise had submitted five complete grant applications for funding, including: (1) Almond St Multi-Modal Improvements, (2) Ponderosa Elementary SR2S Project, (3) Memorial Trailway Class I Enhancements, (4) Downtown Paradise Equal Mobility Project, and (5) Paradise Active Transportation Plan (planning document).

On October 22, 2015, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including all four of the Town's infrastructure applications – totaling over \$7.5 million.

On May 19, 2016, California Transportation Commission voted to approve the Town's early authorization request to begin reimbursable work on each of the four awarded projects.

The first project, requiring the most lead time to construction is the Almond St Multi-Modal Improvements Project. This effort will ultimately construct drainage, sidewalks and bike lanes along Almond Street between Pearson Road and Elliott Road. Additional local funding will need to be leveraged when construction is ready to address the substandard roadway conditions.

On April 8, 2016, staff issued a formal Request for Proposals (RFP) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for State projects. The RFP stated the scope of work for the project approval, environmental review, plans and specifications, and right of way services which are needed. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff and are outlined below:

- Project Management
- Surveys and Mapping
- Utilities Coordination
- Environmental review
- Project Design
- Right of Way
- Property Owner Coordination
- Construction Phase Authorization

Analysis:

By May 18, 2016 at 4:00 PM, Town staff had received two responses to the RFP. The proposers include Mark Thomas & Company and NorthStar Engineering.

Proposals received included cost estimates in a separate, sealed envelope to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed with to evaluate the proposals, including the following members:

Adam Hansen, Caltrans District 3 Planning
 Benjamin Moody, City of Yuba City
 Marc Mattox, Town of Paradise

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1 on the next page.

Table 1: Criteria Weighting Table

No.	Evaluation Criteria	Rating (0-5)	Weight	Score Possible (Rating * Weight)
1	Completeness of Response	Pass/Fail	Pass/Fail	Pass/Fail
2	Understanding the Work to be Done	0 - 5	25	125
3	Experience with Similar Kinds of Work	0 - 5	20	100
4	Quality of Staff for Work to be Done	0 - 5	15	75
5	Capability of Developing Innovative or Advanced Techniques	0 - 5	10	50
6	Familiarity with State-only Funding Procedures	0 - 5	10	50
7	Financial Responsibility	0 - 5	10	50

8	Demonstrated Technical Ability	0 - 5	10	50
9	Conflict of Interest Statement	Pass/Fail	Pass/Fail	Pass/Fail
10	Contract Agreement	Pass/Fail	Pass/Fail	Pass/Fail
11	Cost Estimate (Separately Sealed)	Pass/Fail	Pass/Fail	Pass/Fail
TOTAL POSSIBLE				500

Committee review of the proposals was performed independently. Average of the five proposal rankings are shown in Table 2.

Table 2: Average Proposal Scores

No.	Evaluation Criteria	MTCO	NorthStar
1	Completeness of Response	Pass	Pass
2	Understanding the Work to be Done	116.7	108.3
3	Experience with Similar Kinds of Work	100.0	86.7
4	Quality of Staff for Work to be Done	65.0	65.0
5	Capability of Developing Innovative or Advanced Techniques	40.0	40.0
6	Familiarity with State-only Funding Procedures	43.3	43.3
7	Financial Responsibility	43.3	46.7
8	Demonstrated Technical Ability	46.7	45.0
9	Litigation History	Pass	Pass
10	Conflict of Interest Statement	Pass	Pass
11	Contract Agreement	Pass	Pass
12	Cost Estimate (Separately Sealed)	Pass	Pass
TOTAL		455	435

After scoring the proposals, the Committee met to discuss and reach a consensus selection. The evaluation committee's scores determined Mark Thomas & Company as the preferred consultant. Per State funding procedures, only Mark Thomas & Company's cost proposal was opened to begin negotiations. Had a cost agreement not been reached between the Town of Paradise and Mark Thomas & Company, the NorthStar Engineering's cost proposal would be opened and negotiations would begin.

Mark Thomas & Company's cost proposal to deliver the project as construction ready in 2018, including all required State funding milestones complete is \$265,361.

Staff recommends Council consider awarding the contract, Attachment A, to Mark Thomas & Company to perform necessary Environmental, Preliminary Engineering and Right of Way Services for the Almond St. Multi-Modal Improvements Project.

Financial Impact:

The professional services agreement and respective services will be 97.5% funded by the State Active Transportation Program. The budgeted grant amount for Preliminary Engineering is \$235,000 and Right of Way is \$100,000. The estimated total contract cost for Mark Thomas &

Company is \$265,361 (\$222,786 Preliminary Engineering and \$30,472 Right of Way). Services will be paid on a not-to-exceed basis, using a task by task process. The local matching portion of the contract (\$6,634) will be paid from local transportation funds.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 16-01.PE Almond St. Multi-Modal Improvements

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Mark Thomas & Company

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be James Pangburn.

The name of the "LOCAL AGENCY" is as follows:

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- A. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated June 6, 2016. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated June 6, 2016, attached as Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on June 20, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or October 1, 2018, whichever occurs sooner.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director / Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$253,258.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the percentage of actual work performed.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DELETED

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall ha

access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

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

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY'S Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.

- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXXI IDEMNITY

CONSULTANT agrees to indemnify, including the cost to defend, the Town and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, provided, however, this indemnity shall not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Town or others.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

James Pangburn, Project Manager
Mark Thomas & Company
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
*Lauren Gill,
Town Manager*

MARK THOMAS & COMPANY

By _____
*Matt Brogan
Principal In Charge*

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

**EXHIBIT "A"
Scope of Services**

The MTCO team will provide professional services to prepare preliminary plans, obtain environmental clearance, and prepare final PS&E for the Almond Street Multi-Modal Improvements. MTCO will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control and MTCO's obligation to indemnify and defend are limited to the extent actually caused by MTCO.

1. PROJECT MANAGEMENT

1.1 KICK-OFF, PDT MEETINGS, AND FOCUS MEETINGS

MTCO's management approach includes Project Development Team (PDT) meetings with the Town and other agencies/organizations deemed appropriate by the Town. The meetings will be centered around key project milestones.

MTCO will take the lead in PDT meetings. This work includes preparation of meeting agenda in consultation with the Town, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes a total of six (6) PDT meetings (three (3) face to face, three (3) conference calls). If deemed appropriate by the Town, informal focused meetings with key stakeholders will be held, as needed, to gather appropriate information; up to two (2) focus meetings.

1.2. CPM SCHEDULE/PROGRESS REPORTS AND BUDGETS

At the project kick-off meeting, MTCO shall distribute a master CPM schedule as a draft for review by the PDT. The draft CPM schedule will be updated, incorporating comments received from the PDT. The CPM schedule, including the Town and other agency review periods, will be updated at all major milestones. The schedule will be created and then updated for discussion at the PDT meetings. MTCO will monitor project delivery costs, and provide budget status reports on a monthly basis. The budget updates will be based on calendar months, and will show a breakout of PS&E versus right of way costs.

1.3. QUALITY ASSURANCE/QUALITY CONTROL

The MTCO Quality Control plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation. MTCO will use their QA/QC manual as a guide to ensure the highest engineering quality possible.

1.4. OUTREACH AND PROJECT NOTIFICATION

The MTCO will prepare a project notification letter to be used in the public outreach effort. MTCO will also prepare one (1) project exhibit showing the proposed improvements which can be used during public meetings. We have assumed attendance to one (1) public meeting with this scope.

Task 1 DELIVERABLES

- Agenda and Minutes for each PDT meeting (3 face to face meetings, 3 conference calls)
- Agenda and Minutes for each focus meeting (2 total)
- Monthly Progress Summary
- Project Notification Letter (PDF)
- Public Meeting Exhibit (PDF and Hard Copy)

2. SURVEYS AND MAPPING

The MTCO will perform the survey and mapping required for the project. The tasks below will build upon the surveying work completed by MTCO during the Downtown Capital Improvement Master Plan. During the Master Plan, MTCO provided aerial photogrammetry, utility mapping, and record-level right of way delineation. The tasks below are required to complete the base mapping to a level that is suitable for final design.

2.1. DATA GATHERING AND FIELD REVIEW

MTCO will review and verify the previously collected publicly available records & mapping including records of survey, subdivision maps, parcel maps, corner records, County mapping and as-built plans. Any new records that have become available since the previous searches were completed will be incorporated.

2.2. CONTROL SURVEYS

MTCO will check and verify project control and establish additional control as necessary for the supplemental survey. Supplemental control will be based off of MTCO's previous control set during the Master Plan and used for the aerial photogrammetry.

2.3. SUPPLEMENTAL TOPOGRAPHIC SURVEYS

MTCO will perform field topographic survey to supplement the existing mapping prepared during the master plan. This field survey will locate topographic features within the projects limits that may affect design. These features may include edge of pavement, trees (6" dbh and larger), utility poles, fences, signs, driveways, ditches, culverts, manholes, visible evidence of

underground utilities (including valves, paint marks, pin flags, trench patches), and overhead wires. This work will be limited to three (3) days of field work.

Data collected from the supplemental topographic survey will be incorporated with the previously prepared base mapping. A digital terrain model and topographic mapping at a scale of 1" = 40' with one-foot contour interval will be prepared for the project.

2.4. UPDATE BASE MAP

A base map of the existing conditions will be prepared for the project. Project base map will be in imperial units, showing record rights-of-way, existing utilities and topographic information. MTCO will prepare base sheet in accordance with the Town's ACAD standards. The base map will include a digital terrain model and topographic mapping at a scale of 1" = 40' with one-foot contour interval.

2.5. UTILITY BASE MAPPING

Upon receipt of the utility mapping from the Town, MTCO will review the mapping and update the existing utility base mapping with additional information and updates.

Task 2 DELIVERABLES

- Final Digital Terrain Model (2 copies on CD)
- Compiled Base Mapping (1"=40' Scale) – ACAD Civil 3D
- Utility Mapping and Coordination Matrix – PDF

3. RIGHT OF WAY AND UTILITY COORDINATION

For the purposes of this scope, it is assumed that all improvements will be within the Right of Way defined with the 30% plans. No work to tie-out the exact location of Town Right of Way is included.

3.1. RIGHT OF WAY RESEARCH AND RETRACEMENT (POTENTIAL FUTURE TASK)

This task includes detailed boundary surveys and retracement of property lines in the areas where right of way acquisition will occur. Since the level of effort for the acquisitions is not determined at this time, this task will be deferred. MTCO will prepare a contract amendment request once the right of way scope is defined.

3.2. PROPERTY OWNER COORDINATION/OBTAIN PERMITS TO ENTER AND CONSTRUCT

MTCO will provide property owner coordination for the properties adjacent to the project improvements. MTCO will use the website ParcelQuest to determine property owner addresses.

For all properties, MTCO will draft a project notification letter for Town review. Upon approval of the letter, MTCO will mail notification letter with the project plans to show the design intent.

For properties with significant impacts, MTCO will also prepare property impact exhibits to clarify design intent. The exhibits will depict locations of driveways, mailboxes, tree removals and required parking modifications (if applicable). MTCO will draft a corresponding letter for Town review to accompany the property impact exhibit. MTCO will be responsible for mailing exhibits and letters to property owners. MTCO will attend one-on-one meetings with up to ten (10) property owners on site.

For the purposes of this scope, the following parcels have been identified as having the potential to require property impact exhibits:

- 052-221-004
- 052-222-011
- 052-222-012
- 052-222-001
- 052-201-034
- 052-201-013
- 052-201-030/010
- 052-141-004
- 052-123-002
- 052-150-057

MTCO will prepare a Permit to Enter and Construct (PTE) letter for up to fifty (50) parcels on the corridor. This effort will be limited to mailing the prepared PTE letter with appropriate project plan sheets and one (1) follow up call per parcel. A self-addressed and stamped return envelope will be included with the PTE letter. MTCO will maintain a property owner matrix to track the receipt of returned PTE letters.

3.3. UTILITY CONFLICT IDENTIFICATION AND “B” PLANS

MTCO will prepare utility conflict maps for use in contacting the utility companies. Five (5) utility companies are assumed: Paradise Irrigation District, Comcast, AT&T, Pacific Gas & Electric (Electric), and Pacific Gas and Electric (Gas). These maps will show the existing roadway facility with existing utility facilities superimposed on proposed geometrics. Utility conflicts will be noted on the maps for distribution to the respective utility companies. The conflict maps will be sent with “B” letters to the utility companies. The companies will be

requested to reply with a relocation plan and acknowledgment of franchise agreement applicability.

MTCO will participate in up to two (2) utility meetings with the intent of presenting project plans and schedule, as well as coordinating utility relocation design.

When the relocation plans are received, MTCO will check the utility company relocation designs against the latest project plans for conflicts. No utility design is included in this scope of work.

MTCO will work with a utility potholing company to positively verify horizontal and vertical locations of existing underground gas and water mainline facilities within the project area. For purposes of this scope, two (2) days (approximately 10 potholes) has been assumed. Potholing will be a direct cost to the project.

3.4. APPRAISAL AND ACQUISITION SERVICES (POTENTIAL FUTURE TASK)

MTCO has retained Bender Rosenthal, Inc. to perform the appraisal and acquisition services. Since the level of effort for the acquisitions is not determined at this time, this task will be deferred. MTCO will prepare a contract amendment request once the right of way scope is defined.

3.5. RIGHT OF WAY CERTIFICATION

MTCO will work with the Town, and Caltrans to finalize all utility agreements and certifications to satisfy Caltrans requirements. MTCO will also prepare the Right of Way Certification Form (Exhibit 13-B) per the LAPM.

MTCO will prepare and submit the Project Engineer's Certification of Utility Facilities to satisfy Caltrans requirements.

This task includes reviewing utility company designs to ensure they comply with the State Policy on High and Low Risk Underground Facilities Within Highway Rights of Way and preparing the necessary certification documents per Chapter 14 of the LAPM. This task includes preparing a Report of Investigation (ROI), Notice to Owner (NTO), and Utility Agreements (UA) consistent with the current Caltrans Guidelines.

Task 3 DELIVERABLES

- Project Letter and Plans to Property Owners (50 Total Hard Copy, PDF)
- Property Owner Impact Exhibits(10 Total Hard Copy, PDF)
- 10 Face to Face Property Owner Meetings and Minutes (PDF)
- Conflict Maps and "B" Letter (11x17 PDF Plans) (5 Total)

- Permit to Enter and Construct (50 Total Hard Copy, PDF) (1 Follow Up Call per parcel)
- Caltrans Right of Way and Utility Certification Package (PDF and MS Word)
- Resolved Right of Way and Easements, Title Reports (POTENTIAL FUTURE TASK)
- Appraisal and Acquisition Services (POTENTIAL FUTURE TASK)

4. PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT

MTCO has retained ESA to prepare all environmental documentation as required for environmental clearance per the California Environmental Quality Act (CEQA). Based on a review of available project information, ESA anticipates that the project will be exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301, Existing Facilities, Class 1 projects include repair, maintenance, or minor alteration of existing public facilities, involving negligible or no expansion of use. As specified in the CEQA Guidelines, the types of projects which might fall within Class 1 include existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (CEQA Guidelines Section 15301 (c)). However, as specified in CEQA Guidelines Section 15300.2, Exceptions, a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances (CEQA Guidelines Section 15300.2 (c)). In addition, a categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource (CEQA Guidelines Section 15300.2 (f)). Accordingly, ESA will conduct the necessary environmental studies to determine if the project is exempt from the provisions of CEQA or could result in a significant impact and will be subject to CEQA compliance.

The environmental studies will include a biological resources study, a cultural resources assessment, and completion of the question portion of the Environmental Checklist (Checklist) Form included as Appendix G of the CEQA Guidelines.

4.1. PROJECT INITIATION

Working with the Town and MTCO, ESA will initiate the environmental phase by accomplishing the following activities:

- Attending the Project Kick-off Meeting
- Develop Project Description (working with project team)

ESA will coordinate with the Town and MTCO to schedule and attend an initial (kick-off) meeting to discuss the various parameters of the project to ensure a sound project scope. After this meeting, ESA will work with the project team to prepare a draft project description to be used in the environmental documents. The project description will include a map that depicts

the project footprint, including the construction footprint using information provided by MTCO.

4.2. ENVIRONMENTAL TECHNICAL STUDIES

Following completion of the Project Description, ESA will complete the following technical studies:

4.2.1. Biological Resources Study

A qualified ESA biologist will determine if any biological resources, including plant or animal species or habitat, would be adversely affected by the proposed project. The biologist will identify potential biological resources through a literature review and searches of the California Natural Diversity Data Base (CNDDB) and Environmental Conservation Online System (ECOS). Designated critical habitat mapping for federally listed species will also be considered. Existing documentation pertinent to the biological resources in the vicinity of the proposed project will be compiled, reviewed, and analyzed.

The biologist will conduct a reconnaissance-level survey of the project site. The purpose of the survey will be to characterize the general biological resources and to evaluate the potential for sensitive biological resources, including sensitive habitats and special-status species. The biologist will map any special-status species or sensitive habitats detected during the survey. The potential presence of any plant or wildlife species (or their habitat) considered rare, endangered, threatened, sensitive, or otherwise unique by the California Department of Fish and Wildlife (CDFW) and/or the U.S. Fish and Wildlife Service (USFWS) will be documented.

ESA will prepare a concise Biological Resources Study that documents the results of the biological investigation. The report will include the environmental and biological setting of the project area and project site, the methods of investigation, the findings of the investigation, and, if warranted, measures to avoid or minimize impacts to sensitive biological resources.

4.2.2. Cultural Resources Assessment

ESA will conduct a records search at the California Historical Resources Information System (CHRIS) at the Northeast Information Center at California State University, Chico. The purpose of the records search is to identify any previously recorded cultural resources or studies within ½-mile of the project site.

In addition to the CHRIS search, ESA will contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands file and a list of Native American individuals and organizations who may have knowledge of Native American cultural resources in the project vicinity. ESA will send a letter that briefly describes the proposed project to each

individual and organization provided by the NAHC along with a request for any information or concerns pertaining to Native American cultural resources. Because it is anticipated that the project may be exempt from CEQA, the aforementioned Native American consultation is proposed as informal outreach and not formal consultation under Assembly Bill (AB) 52, which requires lead agencies to provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if they have requested notice of projects proposed within that area and to consult with the tribe if requested by the tribe within 30 days of receipt of the notice.

If the environmental studies included in this scope of work determine that the project could have a significant effect on the environment and AB 52 applies, or if the Town otherwise wishes to conduct consultation, ESA can assist the Town with notification of the tribes pursuant to AB 52. However, because AB 52 is intended to be a government-to-government (i.e., Town to tribal government) consultation, if requested ESA could provide technical support for the consultation under a separate scope of work, but not lead the consultation. Given the nature of the project (roadway improvements in a disturbed corridor) ESA does not anticipate that extensive Native American consultation will be required.

A qualified ESA archaeologist will complete an intensive pedestrian survey of the project site. The archaeologist will inspect all areas of exposed ground for the presence of cultural resources. Areas of dense vegetation will be inspected as closely as possible and any exposed cut banks in adjacent drainages will be carefully examined for the presence of buried cultural resources. If an archaeological resource is encountered, a preliminary assessment of site boundaries will be made through surface inspection. A map will be prepared depicting site boundaries in relation to the project footprint, and the site will be recorded on a standard Archaeological Site record (DPR 523c).

ESA will prepare a concise Cultural Resources Assessment Report that documents the results the records search, Native American consultation, and pedestrian survey. The report will include the environmental and cultural setting of the project area and project site, the methods of investigation, the findings of the investigation, and, as necessary, measures to avoid or minimize impact to cultural resources.

4.3. CEQA Documentation

In addition to the biological and cultural resources studies described above ESA will complete the question portion of the Environmental Checklist (Checklist) Form included as Appendix G of the CEQA Guidelines as a tool to determine if the project could have a significant effect on the environment. In addition to evaluating potential project impacts on biological and cultural resources based on the results of the aforementioned studies, this effort will assess potential

impacts related to aesthetics, agriculture and forestry resources, air quality, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use planning, mineral resources, noise, population / housing, public services, recreation, transportation and traffic, and utilities and service systems through the use of available GIS and demographic data. No new modeling or field analysis beyond what is described above for cultural and biological resources will be conducted.

ESA will submit a Draft Checklist to the project team and the Town for review and comment. ESA will respond to one round of consolidated comments on the Checklist and submit the Final Checklist to the project team and the Town.

The combined results of the Biological Resources Study, Cultural Resources Assessment, and the Checklist will determine if the project is categorically exempt from CEQA.

Categorical Exemption/Notice of Exemption

If the aforementioned studies determine that none of the exceptions identified in CEQA Guidelines Section 15300.2 applies to the project and the project is therefore exempt from CEQA, ESA will prepare the Notice of Exemption for the Town. Four hours have been included in the budget for this task and its required coordination.

Task 4 DELIVERABLES

- Kick-off Meeting summary and list of information needed to prepare Project Description in email format.
- Draft and Final Project Description in MS Word and PDF format.
- Draft and Final Biological Resources Study in MS Word and PDF format.
- Draft and Final Cultural Resources Assessment Report in MS Word and PDF format.
- Draft and Final Initial Study in MS Word and print-ready PDF format.

5. DESIGN

The PS&E package will be submitted at the 60%, 90%, and Final stages of completion for review to the Town. The roadway median and related features included with the 30% design will be removed from the project. A Final Bid package will be submitted for bidding and construction. The intent of the intermediate submittals is to refine the project for review by the Town, and to allow for major comments prior to investment of significant design effort in design details. The following plan sheets will comprise the final plan package:

Sheet Name	Number of Sheets
Title Sheet	1
Standard Abbreviations/General Notes	1
Typical Cross Sections	2
Survey Control Diagram	1
Layout	5
Construction Details	8
Drainage/Utility Plans	8
Construction Area Signs	2
Pavement Delineation & Sign Plans	5
Landscape Plans & Details	8
Electrical Plans & Details	3
Total Sheets	44

5.1. 60% Plans and Estimate

MTCO and Y&C will develop the final PS&E based on the 30% design previously prepared. Plans will be prepared on a standard Town of Paradise Title block, and will be drafted per Caltrans Standards. An estimate will be prepared and submitted following the naming convention set with the estimate included in the ATP application. Caltrans Standard Plans, California MUTCD, and AASHTO Geometric Design criteria will be followed to achieve project objectives. During refinement of the preliminary design, MTCO and Y&C will examine project estimate and incorporate design alternatives as necessary to keep the project within budget. A standard driveway grading detail will be used for grading of driveways. The drainage design will be based off the 30% layout; no additional hydraulic analysis will be performed. Retaining wall design is limited to walls under four (4) feet in height. The wall will span between Birch Street and Cedar Street.

5.2. 90% PS&E

MTCO and Y&C will update the plans and estimate based on comments from the Town. Technical specifications will be prepared using Caltrans Standard Special Provisions (SSPs), which are based on Caltrans 2010 Standard Specifications. Additional specifications will be added as needed and at the request of the Town Engineer.

5.3. FINAL PS&E

Following the 90% PS&E submittal, MTCO and Y&C will revise the PS&E based on comments from the Town.

5.4. BID PACKAGE PREPARATION

MTCO will work with the Town to prepare the Bid Book for the project. The Bid Book will include, but is not limited to:

- Cover Page/Signature Page
- The Town's General Provisions
- Technical Specifications (Caltrans SSP's)
- Proposal Forms and Bid Schedule
- Supplemental Information
- LAPM Required Forms and Prevailing Wage Rates

This task includes preparing the RE pending file and general cross sections to be used for construction staking.

5.5. CONSTRUCTION PHASE ALLOCATION REQUEST

MTCO will prepare the construction funds allocation request for the CTC. The request for funding allocation will be submitted to Caltrans and will include the following:

- Exhibit 22-A "Award Information for ATP Projects"
- Exhibit 22-C "State-Only Finance Letter"
- Exhibit 22-6 "Project Programming Request"
- Exhibit 22-N "Funding Allocation Checklist"
- Exhibit 22-O "Allocation Request"

The June 2017 CTC meeting is identified in the RFP for the allocation of right of way funds and the June 2018 meeting for the allocation of construction funds.

Task 5 DELIVERABLES

- 60% Plans and Estimate (half size plans and PDF, Microsoft Excel)
- 90% PS&E (half size plans and PDF)
- Final PS&E (PDF, Microsoft Excel)
- One set of Mylar Final plans (22inx34in)
- Final Plans in AutoCAD 2014 and PDF formats.
- Bidding Documents (PDF and Hard Copy, Microsoft Word)
- CTC RFA Documents

6.0 BID PROCESS

MTCO will respond to bidder's questions that arise during the bid phase and prepare addendums, if necessary, which will be distributed by the Town. Five (5) bidder's questions and preparation of one (1) addendum is assumed for this scope of work.

Task 6 DELIVERABLES

- Five (5) Bidder's question responses
- One (1) prepared addendum

Assumptions and Exclusions

- Preliminary ACAD data will be provided by the Town
- Control information will be provided by the Town
- Town will coordinate with the School District, Fire Department, and Police Department directly
- Pavement structural section will be based on Town Standards.
- No geotechnical studies will be performed.
- No construction support is included in this scope
- The plans will be consistent with the 30% master plan alternatives. Developing design alternatives that would significantly change or overhaul the 30% master plan is not included with this scope.
- Right of way acquisition tasks will be deferred. An amendment will be prepared once the right of way scope is defined.
- No right of way work (including acquiring temporary construction easements) is assumed within this scope. It is assumed that all work can be performed within the existing right of way, and necessary adjustments will be made to the project cross-section to ensure no right of way acquisitions are required.
- MTCO will self-perform control topographic surveys.
- Project exempt from Town's Tree Protection Ordinance Section 8.12.090 A5-No tree inventory report to support a tree removal permit application will be prepared
- No subsurface environmental investigations will be performed
- No more than one archaeological resource requiring evaluation and recordation will be encountered and evaluation and recordation of the resource will take no more than 8 hours to complete.
- No additional resources beyond what is defined in the scope of work requiring evaluation and recordation will be encountered.
- No historic evaluation of buildings or structures is included in the scope of work

- Native American consultation pursuant to AB 52 is not included within the scope of work
- A Categorical Exemption/Notice of Exemption is assumed
- No utility design is included (Water/Sewer)
- No Construction Staging plans will be prepared.
- Project is exempt from Town's Post-Construction Stormwater Standards Plan.
- Hydraulic analysis will not be included. Drainage design will be limited to the Almond Street limits only.



**EXHIBIT "B"
Compensation**

**MARK THOMAS & COMPANY, INC.
COST PROPOSAL FOR PROJECT SCOPE:
Paradise-Almond Street Multi-Modal
Improvements**

	TOTAL FEE
1.0 PROJECT MANAGEMENT	
1.1 Kick-Off, PDT Meetings & Focus Meetings	\$5,764
1.2 CPM Schedule/Progress Reports & Budgets	\$7,824
1.3 Quality Assurance/Quality Control	\$7,600
1.4 Outreach & Project Notification	\$3,448
Subtotal Task 1	\$24,636
2.0 SURVEYS & MAPPING	
2.1 Data Gathering & Field Review	\$3,080
2.2 Control Surveys	\$6,580
2.3 Supplemental Topographic Surveys	\$10,570
2.4 Update Base Map	\$8,040
2.5 Utility Base Mapping	\$3,728
Subtotal Task 2	\$31,998
3.0 RIGHT OF WAY & UTILITY COORDINATION	
3.1 Right of Way Research & Retracement (Potential Future Task)	
3.2 Property Owner Coordination/Obtaining Permits to Enter	\$10,352
3.3 Utility Conflict Identification & "B" Plans	\$10,224
3.4 Appraisal & Acquisition Services (Potential Future Task)	
3.5 Right of Way Certification	\$9,896
Subtotal Task 3	\$30,472
4.0 PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT	
4.1 Project Initiation	\$6,873
4.2 Environmental Technical Studies	
4.2.1 Biological Resources Study	\$13,535
4.2.2 Cultural Resources Assessment	\$11,781
4.3 CEQA Documentation	\$11,928
Subtotal Task 4	\$44,117
5.0 DESIGN	
5.1 60% Plans and Estimate	\$59,631
5.2 90% PS&E	\$37,472
5.3 Final PS&E	\$15,869
5.4 Bid Package Preparation	\$5,576
5.5 Construction Phase Allocation Request	\$1,128
Subtotal Task 5	\$119,676
6.0 BID PROCESS	
6.1 Bid Process	\$2,359
Subtotal Task 6	\$2,359
REIMBURSEABLES	\$12,103
TOTAL	\$265,361



TOWN OF PARADISE
Council Agenda Summary
Date: June 14, 2016

Agenda No. 6(b)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Ponderosa Elementary SR2S Project Environmental Review,
Preliminary Engineering and Right of Way Consultant Services

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation of NorthStar Engineering to perform engineering services for the Ponderosa Elementary SR2S Project, and
2. Approve the attached Professional Services Agreement with NorthStar Engineering and authorize the Town Manager and Town Mayor to execute, and
3. Authorize the Town Manager to execute additional work orders up to 10% of the contract amount.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In spring 2015, Caltrans announced the second Call-for-Projects for the Active Transportation Program. In June 2015 the Town of Paradise had submitted five complete grant applications for funding, including: (1) Almond St Multi-Modal Improvements, (2) Ponderosa Elementary SR2S Project, (3) Memorial Trailway Class I Enhancements, (4) Downtown Paradise Equal Mobility Project, and (5) Paradise Active Transportation Plan (planning document).

On October 22, 2015, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program, including all four of the Town's infrastructure applications – totaling over \$7.5 million.

On May 19, 2016, California Transportation Commission voted to approve the Town's early authorization request to begin reimbursable work on each of the four awarded projects.

The fourth project, requiring the second most lead time to construction is the Ponderosa Elementary SR2S Project. This effort will ultimately construct drainage, sidewalks and bike lanes along Pentz Road between Bille Road and Wagstaff Road. Additional local funding will need to be leveraged when construction is ready to address the much needed on-street parking and/or loading-unloading frontage to the school.

On April 8, 2016, staff issued a formal Request for Proposals (RFP) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for State projects. The RFP stated the scope of work for the project approval, environmental review, plans and specifications, and right of way services which are needed. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff and are outlined below:

- Project Management
- Surveys and Mapping
- Utilities Coordination
- Environmental review
- Project Design
- Right of Way
- Property Owner Coordination
- Construction Phase Authorization

Analysis:

By May 18, 2016 at 4:00 PM, Town staff had received two responses to the RFP. The proposers include NorthStar Engineering and Bennett Engineering.

Proposals received included cost estimates in a separate, sealed envelope to allow for a fair and objective evaluation of the submittals. A three-member evaluation committee was formed with to evaluate the proposals, including the following members:

Adam Hansen, Caltrans District 3 Planning
 Benjamin Moody, City of Yuba City
 Marc Mattox, Town of Paradise

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1 on the next page.

Table 1: Criteria Weighting Table

No.	Evaluation Criteria	Rating (0-5)	Weight	Score Possible (Rating * Weight)
1	Completeness of Response	Pass/Fail	Pass/Fail	Pass/Fail
2	Understanding the Work to be Done	0 - 5	25	125
3	Experience with Similar Kinds of Work	0 - 5	20	100
4	Quality of Staff for Work to be Done	0 - 5	15	75
5	Capability of Developing Innovative or Advanced Techniques	0 - 5	10	50
6	Familiarity with State-only Funding Procedures	0 - 5	10	50

7	Financial Responsibility	0 - 5	10	50
8	Demonstrated Technical Ability	0 - 5	10	50
9	Conflict of Interest Statement	Pass/Fail	Pass/Fail	Pass/Fail
10	Contract Agreement	Pass/Fail	Pass/Fail	Pass/Fail
11	Cost Estimate (Separately Sealed)	Pass/Fail	Pass/Fail	Pass/Fail
TOTAL POSSIBLE				500

Committee review of the proposals was performed independently. Average of the five proposal rankings are shown in Table 2.

Table 2: Average Proposal Scores

No.	Evaluation Criteria	NorthStar	Bennett
1	Completeness of Response	Pass	Pass
2	Understanding the Work to be Done	116.7	83.3
3	Experience with Similar Kinds of Work	86.7	93.3
4	Quality of Staff for Work to be Done	70.0	65.0
5	Capability of Developing Innovative or Advanced Techniques	36.7	33.3
6	Familiarity with State-only Funding Procedures	43.3	43.3
7	Financial Responsibility	43.3	40.0
8	Demonstrated Technical Ability	45.0	40.0
9	Litigation History	Pass	Pass
10	Conflict of Interest Statement	Pass	Pass
11	Contract Agreement	Pass	Pass
12	Cost Estimate (Separately Sealed)	Pass	Pass
TOTAL		441.7	398.3

After scoring the proposals, the Committee met to discuss and reach a consensus selection. The evaluation committee's scores determined NorthStar Engineering as the preferred consultant. Per State funding procedures, only NorthStar Engineering's cost proposal was opened to begin negotiations. Had a cost agreement not been reached between the Town of Paradise and NorthStar Engineering, the Bennett Engineering's cost proposal would be opened and negotiations would begin.

NorthStar Engineering's cost proposal to deliver the project as construction ready in 2018, including all required State funding milestones is \$171,222.96.

Staff recommends Council consider awarding the contract, Attachment A, to NorthStar Engineering to perform necessary Environmental, Preliminary Engineering and Right of Way Services for the Ponderosa Elementary SR2S Project.

Financial Impact:

The professional services agreement and respective services will be 88% funded by the State Active Transportation Program. The budgeted grant amount for the pre-construction phases of the project is \$250,000. The estimated total contract cost is \$171,222.96. Services will be paid on a not-to-exceed basis, using a task by task process. The local matching portion of the contract (20,546) will be paid from transportation funds.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 16-04.PE Ponderosa Elementary SR2S Project

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

NorthStar Engineering

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Radley Ott.

The name of the "LOCAL AGENCY" is as follows:

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- A. The work to be performed under this contract is described in Article II entitled Statement of Work, further defined in Exhibit A, and the approved CONSULTANT's Cost Proposal dated June 6, 2016. The approved CONSULTANT's Cost Proposal is attached hereto as Exhibit B and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated June 6, 2016, attached as Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on June 20, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or October 1, 2018, whichever occurs sooner.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director / Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$171,222.96.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is based upon the percentage of actual work performed.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DELETED

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall h

access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

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

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY'S Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.

- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXXI IDEMNITY

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

NorthStar Engineering
Radley Ott, Project Manager
111 Mission Ranch Blvd
Chico, CA 95926

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
*Lauren Gill,
Town Manager*

NORTHSTAR ENGINEERING

By _____
*Ross Simmons
Project Director & Senior Engineer*

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

**EXHIBIT "A"
Scope of Services**

SCOPE OF WORK

SERVICES PROVIDED

NorthStar has prepared the following scope of services to develop the project design and subsequent construction bid documents that best supports the successful implementation of this project. This scope is based on our understanding of the project at the time of this proposal, a recent site visit, our experience and familiarity of this roadway combined with the Design Team's collective experience with similar state-funded roadway and pedestrian improvement projects. We appreciate the opportunity to discuss the scope of this project and the respective level of effort during the selection and/or negotiation process.

The following tasks are presented more or less sequentially to follow the detailed schedule provided with this proposal. More detailed discussions on the proposed prerequisite order of work is presented in the Schedule of Work section.

Task 1 Project Approval & Environmental Document

Task 1.A Project Initiation

This first-task involves confirming NorthStar's understanding of the project and develop a critical line of communication between the Town and the NorthStar Design Team. Our experience has shown this initial project start-up understanding develops a sound foundation and efficient project development. This constrained timeline and multiple design elements highlights the necessity for diligence during this initial project phase to reduce potential for design changes and subsequent delays.

As a first order of work post execution of the agreement, on behalf of the Design Team, NorthStar will meet in person with applicable Town staff to confirm project goals, objectives and address any outstanding questions or concerns from the Design Team. Topics of this meeting will be comprehensive and will focus on efficient design development and such items such as, CEQA exemption protocol, schedule, roles and responsibilities, design approach, design criteria, conceptual retaining wall configurations, right-of-way and rights-of-entry issues, drainage design, landowner coordination expectations, and utility relocations. Additionally, project management protocols will be addressed to avoid potential communication errors during this development of this project.

In conjunction with this initial "kick-off" meeting, a site walk-through is proposed to collectively identify potential design related conflicts, areas of concern, with the goal of establishing a common understanding of the project needs.

Task 1.B Environmental Review

NorthStar will develop a comprehensive project description that appropriately covers pertinent project elements, including utility relocation to assist utility companies in their relocation efforts if they choose to use the Town's CEQA document.

NorthStar staff will prepare a Notice of Exemption (NOE) for the proposed project pursuant to CEQA Guidelines Section 15062 and Appendix E. The NOE shall include a brief description of the project, 16-04 PE Ponderosa Elementary School SR2S ATP Project

Professional Services Agreement Scope of Work; NorthStar Engineering
June 6, 2016

location map, finding that the project is exempt from CEQA and a brief statement of reasons supporting the finding. The NOE will be submitted to the Town for review and signature. The NOE will be filed with the County Clerk once the project has been approved. In addition, given that the proposed project is a state funded project, the NOE will be filed with the Office of Planning and Research (OPR). The project is considered exempt under Section 15301 – Existing Facilities, which consists of the operation, repair, maintenance, or minor alteration of existing public facilities. This includes existing highways, streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities – including road improvements for the purpose of public safety.

As an *optional* sub-task, NorthStar can develop a Negative Declaration which includes review and completion of a CEQA Checklist. This process adds an additional level of review to further justify the CE determination.

DELIVERABLES:

- Meeting Agenda prior to kick-off meeting, and meeting minutes following the meeting.
- Photographs and other supporting information will be used in subsequent design development.
- Modified 30% site layout base map (to be used in subsequent design).
- Modified conceptual layout exhibits and potential impact areas (digital)
- Project Description (Draft and Final)
- Notice of Exemption (NOE), Draft and Final
- Filing final NOE at County and OPR

ASSUMPTIONS:

- The Town will provide (or note where available) historic and current traffic counts for this roadway, including truck use information.
- Town will provide available background documents related to the design of this project.
- Updated existing condition information and refined project layout are prerequisites for completion of this task.

Task 1.C Request for Funding Allocation- PS&E Phase

Upon clearance of the CEQA process and in compliance with Section 21150 of the Public Resources Code, NorthStar will develop a Request for Funding Allocation package for the PS&E phase of the project. This will be forwarded to the Town for review, comment. After corrections (if any) are made, NorthStar will route to BCAG for their concurrence and execution prior to final submittal to the Town. The Town will submit the request package to Local Assistance for processing and inclusion in the CTC agenda. This package will be prepared and delivered in a timely fashion to maintain positive delivery history and maintain the project schedule.

DELIVERABLES:

- Cover Letter to Local Assistance;
- Funding Allocation Checklist (Exhibit 22-N);
- State-Only Finance Letter (LAPG- Exhibit 22-C, or equivalent);
- Request for Funding Allocation; Local ATP Projects (LAPG- Exhibit 22-O);
- Project Programming Request Form (22-G).

ASSUMPTIONS:

16-04 PE Ponderosa Elementary School SR2S ATP Project
Professional Services Agreement Scope of Work; NorthStar Engineering
June 6, 2016

- The Town will confirm project funding amounts in the preparation of the package.
- The Town will maintain responsibility for final package submittal to Local Assistance.
- Subsequent PS&E design efforts cannot proceed until this funding request has been authorized and allocated by the CTC/ Caltrans Local Assistance.

Task 2 **Plans, Specifications & Estimates**

Task 2.A Surveys & Mapping

Task 2.A.a Topographic and Right-of-Way Land Surveying

This subtask includes creating a comprehensive and accurate existing conditions base map that will serve as the foundation for right-of-way coordination, utility relocation mapping, and development of technical civil designs for the project. As a first order of work the Design Team will review the previous existing available information and request utility mapping and USA utility location markings. In conjunction with the kick-off meeting, a site visit with NSE survey department will ensue. Survey will be briefed on the limits of survey and pertinent improvements and features that are essential to the base map. The survey will be completed concurrently with the CEQA checklist so that preliminary plans can be developed for the checklist.

The topographic mapping will be completed at a minimum scale of 1"=20' with a 1' contour intervals for use in design development. Supplemental data will be merged in Autodesk C3D to build a Triangulated Irregular Network (TIN) surface as part of the existing conditions base map. The topographic survey will capture at a minimum: existing structures, roadway and roadway features, utilities, grade breaks, monuments, fences, trees, signs, stormdrain facilities, and other typical features. Multiple control points will be set at the site to facilitate subsequent field investigations and construction staking.

The right-of-way field surveying and mapping will include the prerequisite research of recorded maps and documents to understand existing boundaries and location of monuments in the field. Existing monuments will be located during the field survey if present and utilized in the analysis and development of right-of-way lines applicable to the project area along Pentz Road. Linework developed from the right-of-way analysis will be incorporated into the topographic survey CAD file to develop a comprehensive existing condition base file that will function as the foundation for design.

Depending on the extent and complexity of utility relocations, the NorthStar Design Team proposes to remobilize (at a later time) to survey utility markings provided by utility companies to more accurately locate utility conflicts in the base drawing and subsequent relocation efforts. This additional effort is predicated on utility companies providing pre-project or "design" markings. Surveyed utility markings will be added to the existing conditions base map.

Task 2.A.b Geotechnical Investigation

Holdrege & Kull (H&K) will perform a geotechnical evaluation of Pentz Road from Wagstaff Road to Billie Road. H&K proposes the work scope and schedule described below:

PLANNING, COORDINATION, AND SITE INVESTIGATION

The site investigation will include one site visit to mark the limits of the site investigation areas on Pentz Road with white paint and then notifying Underground Services Alert North (USA North) as required by state of California law 48 hours prior to excavating. USA North will mark

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all of the known existing underground utilities within the marked investigation areas. H&K will then excavate the exploratory borings at locations that will not interfere with the marked existing underground utilities. H&K will coordinate with a traffic control firm to provide rolling traffic closures along the busy road section to protect the public and workers.

H&K will core a maximum of three exploratory borings locations through the existing asphalt concrete roadway surface and hand auger into the subgrade soil. The hand auger borings will be advanced to maximum depths of 5 feet below the ground surface. An H&K geologist or engineer will log each exploratory boring to document the thicknesses of the existing asphalt concrete (AC) wearing surface, and aggregate base (AB) rock pavement sections, and to obtain representative samples of the underlying native subgrade soil for laboratory resistance value (R-value) and gradation classification testing. Tests will be performed consistent with the American Society for Testing and Materials (ASTM) D2844 and D422 guideline procedures.

DATA ANALYSES AND REPORT PREPARATION

H&K will analyze the field and laboratory test data and will develop recommendations for various rehabilitation design options. H&K will prepare a geotechnical engineering evaluation report (deliverable) that will present geotechnical evaluation findings, conclusions and recommendations. The geotechnical engineering evaluation report also will include a site plan map to show the approximate locations of the exploratory borings, laboratory test result sheet, and the exploratory boring logs.

ATTEND MEETINGS

H&K will attend a maximum of one meeting to discuss the findings, conclusions and recommendations presented in the geotechnical engineering evaluation report. H&K anticipates that the meeting will be held at the Town of Paradise Department of Public Works office.

DELIVERABLES:

- Field survey to locate existing monuments and monument ties (if available).
- Set project control and temporary project benchmarks.
- Existing Conditions Base Map (Hard copy, ASCII point file, .pdf and AutoCAD .dwg file(s)).
- Terrestrial survey to locate all applicable hardscape, original ground features, and existing monuments and monument ties (if available).
- Review of Record of Surveys and County Right of Way maps on Pentz Road.
- Digital (CAD and pdf) and hard copy plots of existing conditions exhibit that include topographic survey and right-of-way information.
- CAD base file will be used in subsequent development of project plans.
- Supplemental field survey mobilization to locate exiting USA marking for Utilities and revised base map with utility markings incorporated.
- Geotechnical engineering evaluation report.
- Digital (CAD and pdf) and hard copy plots of existing conditions exhibit that include topographic survey and right-of-way information.
- CAD base file will be used in subsequent development of project plans.

- Supplemental field survey mobilization to locate existing USA marking for Utilities and revised base map with utility markings incorporated.

ASSUMPTIONS:

- A record of survey will not be performed.
- Obtaining or reviewing title information is not a part of this task.
- Right-of-way linework is developed to support design purposes.
- Minimal traffic control measures will be needed, which included advanced warning signage consistent with land surveying activities.
- A no-cost encroachment permit will be issued, if needed.

Task 2.B Right of Way & Utility Coordination

Task 2.B.a Landowner Coordination

NorthStar will communicate and coordinate with adjacent property owners to establish proposed locations and grades of driveways, locations of mail boxes, parking layouts, walkway configurations, fence relocation(s), tree removal, and other related improvements. NorthStar will perform this task with diplomacy, patience, and in a professional manner. We anticipate this coordination requiring two general phases, as described below.

INITIAL OUTREACH

Coordination with landowners is predicated on development of the 60% level of design such that project impacts are sufficiently understood. Additionally, close coordination with the Town will occur prior to coordination to confirm our respective understanding.

LETTER CORRESPONDENCE

Prior to initiating communication with property owners, NorthStar will develop and send to adjacent land owners one of three correspondence letters based on the respective project impact on each adjacent parcel:

- a. **General Information:** a more basic letter informing of the project purpose, scope, and containing contact information if there are any questions or concerns.
- b. **Permit to Enter and Construct:** a more specifically worded letter notifying of the project and that betterments to their frontage are proposed, and request coordination and execution of a "Permit to Enter and Construct".
- c. **Appraisal and Acquisition:** a specifically worded letter informing owner of the project, and acquisition of a portion of their parcel is proposed. Additional Uniform Act language and required information will be included as appropriate.

PERSONAL COMMUNICATIONS

Following the initial correspondence, NorthStar will answer questions from the adjacent land owners and will follow-up as needed to meet with owners in the field. If necessary, the project manager will schedule personal meetings to introduce the project, discuss the potential improvements and document individual concerns. For owners of parcels where a permit is needed, follow-up correspondence to confirm receipt of letter and schedule a personal meeting parcel owners will be done. In the instance of an unresponsive land owner, NorthStar will follow up with phone calls, additional letters, or a house call to finalize the coordination process.

STATUS UPDATE

Subsequent to initial communications with owners, NorthStar will provide verbal updates to the Town to inform them of any issues or exceptionally concerned landowners that may need to be aware of. Additionally, this provides the opportunity to discuss potential modifications proposed by landowners.

FOLLOW-UP CORRESPONDENCE

Follow-up correspondence includes meeting with landowners as requested and needed. For parcels that where betterments are proposed and Permit are sought, the Project manager will follow-up with each owner to answer any questions that arise and provide recommended solutions to potential issues that arise. After modifications to pertinent elements in question are incorporated into the exhibits, NorthStar will coordinate and meet with individual landowners as needed to discuss the proposed improvements and seek execution of the permit(s).

DELIVERABLES:

- Draft improvement landowner exhibits for review, digital copies.
- Notes of meetings will be incorporated into design as appropriate.
- Verbal updates on coordination efforts.
- Executed Permits to Enter and Construct.

ASSUMPTIONS:

- Services related to Appraisals and Acquisition of lands are reserved and are not a part of this scope unless included by contract amendment. See Optional task item.
- NorthStar will not obligate the Town to construct or perform actions without prior consent by the Town.
- NorthStar will maintain “Concept: Not for Construction” or similar watermarks on all documents presented to landowners. NorthStar will not deliver digital documents to landowners unless previously authorized by the Town.
- The Town will provide parcel owner and situs data for exclusive use for correspondence of this project.
- The level of effort assumes no more than ten (10) Permit to Enter and Construct documents/parcels.
- This level of effort assumes that follow-up correspondence is limited to certified mail and two personal visits to owner’s physical (local) address. Correspondence beyond these measures are not included.

(AS NEEDED- OPTIONAL) RIGHT-OF WAY APPRAISALS AND ACQUISITIONS

In the event the project design necessitates acquisition of either temporary or permanent acquisitions, Bender Rosenthal Inc.(BRI) is poised to perform the majority of appraisal and acquisition services in accordance with the Local Assistance Procedures Manual, Right-of-Way Manual and FHWA relocation requirements. These services would entail the following sub-tasks:

1. **Appraisal Services:** to determine the just compensation for the take
2. **Acquisition Services:** develop all necessary contracts, conveyance documents and escrow instructions, offers and negotiations, and escrow management
3. **Right of Way Certification:** develop for submittal to Local Assistance.

A more detailed scope of services will be developed in the event these services are needed.

Task 2.B.b Utility Coordination & Relocation Planning

NorthStar will provide coordination with utility companies to identify utility conflicts and collaborate on appropriate avoidance or relocation solutions. NorthStar will follow the established “A-B-C” utility coordination protocol commonly established with regional utility companies. Despite being State-only funds, utility coordination will also adhere to the procedures in the LAPM and Caltrans Right-of-Way manual to the extent feasible.

Utility companies where coordination will be provided include domestic/potable water supply (Paradise Irrigation District, PID), gas (Pacific Gas and Electric, PG&E), Electric (PG&E), storm drain (Town of Paradise), and telecommunications (Comcast and AT&T).

INITIAL CORRESPONDENCE

As a first order of work following the kick-off meeting and site visit, NorthStar will develop a project location exhibit and description sufficient to inform utility companies of the project and request utility reference maps from each utility in an “A” letter. Additionally, NorthStar will request engineering USA location markings as soon as possible. The expected outcome of this initial correspondence is receipt of utility maps and initiate meetings with various utility companies to discuss potential conflicts and relocations.

In addition to supplying Letter A’s, NorthStar proposes to request from utility companies a “pre-project” or “design” field markings of any underground utility facilities which may exist in the project impact area be performed. If there are buried utilities that may have vertical conflict with the proposed project, potholing will be performed to positively locate these utilities. These utility markings and/or positively located utilities can then be surveyed to incorporate more accurately their location into the base drawing(s) as opposed to digitizing from hard copy maps. This provides the ability to more accurately understand conflict potential and ultimately avoid construction delays and risk to the Town.

Upon receipt of utility maps, NorthStar will confirm accurate representation of the size and type of utilities are represented in the project existing conditions base drawings. Additionally, a Utility Information Sheet (UIS) will be developed from this information and will be submitted with the subsequent "B" letter to the utility owners to verify ownership and location.

The utility information gathered in this initial coordination stage will be incorporated into the Environmental review of the project to confirm appropriate impacts are considered.

UTILITY CONFLICT MAP (UCM) AND FIELD REVIEW (LETTER B)

Subsequent to advancing the preliminary layout to include vertical design, the Design Team will identify potential conflicts and prepare the UCM. The UCM will be provided (in a Letter “B”) to each utility to verify conflict location, review potential solutions. Commonly a field review with utility company staff provides an efficient way to both confirm conflict dynamics and develop solutions. The Design Team will schedule and facilitate such a utility field review to discuss potential avoidance and relocation options with each utility. If the field review reveals feasible alternatives, a revised UCM may be developed pending consultation with the Town and Design Team.

CONFLICT RESOLUTION PLAN (CRP)

Following field review, the Design Team will prepare a letter (with a revised UCM if applicable) requesting a Conflict Resolution Plan (CRP), detail cost estimate, and liability determination from each utility owner.

REPORT OF INVESTIGATION, UTILITY AGREEMENTS, AND NOTICE TO OWNERS

Liability for each utility relocation will be determined in accordance with Caltrans Right of Way Manual and a Report of Investigation (ROI) will be completed. Additionally, in the event the Town is liable for any utility relocation(s), a specific authorization (or equal) will be developed to request funding for such relocations. Similarly, for relocations where the Town is liable and a Utility Agreement is needed, NorthStar will develop and facilitate review (by respective utility and Town legal counsel) and execution. Agreements will contain required provisions as applicable with the project funding. In conjunction with the ROI and Utility Agreements, a Notice to Owner (NTO) will be developed (for each utility- as needed) and submitted to the Town for review and ultimately submittal to Local Assistance for consultation and approval.

NOTICE TO OWNER (NTO) AND CLEARANCE MEMO

Following Town and Caltrans consultation, a written NTO will be sent to each utility identifying the facility, timing of relocation, liabilities, and other reference information. A Clearance Memo will be developed for the project after conflicts have been resolved that document conflict resolution information.

DELIVERABLES:

- NorthStar will attend regularly scheduled regional utility meeting and correspond directly with utility company staff.
- Schedule and Perform 1 day of potholing of buried utilities (with Traffic Control).
- Develop and Submit "Letter A's" to PID, PG&E, Comcast, and AT&T (digital and hard copy).
- Prepare and deliver revised base map for utility review (digital and hard copy).
- Develop and Submit "Letter B's" and UCMs to PID, PG&E, Comcast, and AT&T, if applicable; (digital and hard copy).
- Schedule, prepare agenda, and facilitate field meeting and provide meeting minutes.
- Conflict Resolution Plan (digital and/or hard copies).
- ROI for each utility (Draft and Final digital and/or hard copies).
- Develop and Submit "Letter C's" / NTO to PID, PG&E, Comcast, and AT&T, if needed (Draft and Final digital and/or hard copies).
- Clearance Memo for each project location (digital and hard copy).
- Compile (1) utility relocation agreement (digital and/or hard copies).

ASSUMPTIONS:

- The Town will provide example or template utility relocation agreement for use on this project.
- The Town will draft and administer needed staff reports associated with utility relocations.
- One review of utility maps and relocation plans will be performed.
- Relocation of PID facilities will include raising of valve boxes, fire hydrant laterals/ risers and hydrants; mainline relocation is not a part of the proposed level of effort.
- Utility exhibit will serve to identify existing utility locations; specific design of utility relocations will not be a part.

Task 2.C Design Development

Task 2.C.a Preliminary Design 35%

This preliminary design task serves multiple functions in the design process: to advance the level of design to identify and resolve design challenges and fulfill requirements of CEQA; accurately determine utility conflicts; and develop driveway/ roadway conform design solutions to facilitate landowner coordination. Utilizing this phase of development for problem solving and iterative design prevents unnecessarily expenditure of resources on an errant design trajectory.

Technical design will follow primarily the criteria and guidance set forth in the 2011 (6th ed.) American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets and Caltrans Highway Design Manual if certain criteria are undefined. Additionally, design elements will follow the Caltrans 2010 Standard Specifications and Standard Drawing to the fullest extent practical, and augmented with local Town and PID design details and criteria as applicable.

IMPROVEMENT LAYOUT AND INITIAL GRADING

NorthStar will layout the curb, gutter, sidewalk, bike lanes, roadway intersections, and approximate grading catch points to best meet design criteria and project goals. This is expected to include curb cut ramps at public and private roadway intersections and private driveways and potentially non-typical intersection transitions due to vertical constraints. Vertical grading will be performed to identify potential constraints to existing right-of-way and inform retaining wall feasibility.

Evaluation of potential utility conflicts will also be performed as part of this early layout phase. A utility conflict exhibit will be developed to facilitate utility relocation coordination.

RETAINING WALL LAYOUT ANALYSIS, CALCULATIONS AND ALTERNATIVES CONSIDERATION

Layout and analysis of vertical constraints in cut and fill slope areas will be performed to identify potential design solution alternatives. Based on preliminary observations, if on-street parking is desired adjacent to the southerly parking lot of Ponderosa Elementary, a retaining wall will likely be required. If this concept is confirmed during preliminary design, initial structural calculations will be performed to preliminarily size, estimate impact area(s), and estimate relative costs associated with retaining wall alternatives. These alternatives will be presented to the Town for consideration and selection of a preferred alternative.

STORM DRAINAGE CALCULATIONS AND INFRASTRUCTURE DESIGN

Storm drainage calculations will be performed to size both inlets and pipes for conveyance of the 10-yr storm. It is assumed that proposed storm drainage facilities will connect to existing downstream facilities and that no modifications will be required to the existing infrastructure. An initial layout of storm drain infrastructure will be performed and provided to the Town for initial review and approval.

COMMUNICATION WITH TOWN & PONDEROSA ELEMENTARY SCHOOL

After resolution of the preliminary design alternatives, landowner coordination, and an understanding of utility conflicts, the NorthStar Design Team proposes presentation to the Town Council to collectively communicate and obtain concurrence on the status design direction. Due to the interactions with multiple landowners and businesses, the Design Team anticipates that this

communication may be helpful in providing a common understanding of the project elements at this design level. This presentation is expected to be brief and relatively simple with visual aids limited to those areas with non-typical characteristics.

The NorthStar Design Team can also provide communication and coordination assistance with Ponderosa Elementary. It is understood that the Town Engineer has established a relationship with school officials. The Design Team will support the Town by providing documents and exhibits for potential meetings with school officials. The Design Team can also be made available to attend these meetings or correspond directly with the school if necessary.

DELIVERABLES:

- Draft and Final versions of the Basis of Design (Hardcopy and Digital copies).
- Draft and Final preliminary PID relocation plans for review and comment (Hardcopy and Digital copies).
- Meeting to discuss identified design challenges.
- Storm drainage analysis design memo.
- Sight distance analysis design memo.
- Meeting to discuss and present Town with retaining wall alternative solutions.
- Utility conflict map (Hardcopy and Digital copies).
- Brief presentation to Town Council and Ponderosa Elementary, if necessary.

ASSUMPTIONS:

- The existing roadway centerline alignment cross-sectional profile will be adjusted to fit desired cross section with existing improvements. The striped centerline will likely be offset from the roadway crown. Curb alignment will generally follow a parallel alignment (except at intersection returns).
- The Town will confirm the design speed for the roadway.
- Drainage analysis will be limited to the immediate drainage basin(s) and not address conveyance limitations upstream or downstream.
- Roadway reconstruction is not a part of the project.
- Relocation of PID facilities will include raising of valve boxes, fire hydrant laterals/ risers and hydrants; domestic service relocation; but mainline relocation is not a part of the proposed level of effort.
- Relocation of PG&E, facilities will include relocation of gas services to provide required vertical separation between the proposed storm drain and existing gas services. The Design Team will coordinate the relocation design, but PG&E will design the relocation.
- Relocation of joint utility poles (PG&E, AT&T, Comcast) will be required to construct proposed sidewalks. The Design Team will coordinate the relocation of the pole, but any applicable design will be completed by the utility (PG&E).
- The existing roadway cross-sectional slopes meet current roadway design standards.
- Development of Low Impact Development (LID) or hydromodification (detention) facilities are not incorporated into this scope.
- If design exceptions are made as a consequence of limited funding or project timeline, the Town will be responsible to prepare and execute relevant design exception. The Town will provide NorthStar with a copy of the executed exception documentation.

Task 2.C.b Preliminary (60%) Level of PS&E Contract Documents

This design task will progress the 35% preliminary design by incorporation of discussed refinements, preferred alternatives and potential utility relocation design iterations. This task is intended to perform the bulk of the design effort, and will include developing the bid item list, quantities, engineer's estimate, and special (technical) specifications. More specifically, this level of design will incorporate of design elements such as:

- detailed grading design and design elevation labels;
- plan and profile sheets for storm drainage improvements;
- develop a full plan sheet set;
- detailed structural design of retaining walls (if necessary);
- revised utility relocation plans and details; and
- project specific construction details

NorthStar will utilize the scope and Engineer's Estimate provided in the original ATP Project Application as guidance for construction budget and project features. Development of project specifications will be based on the Caltrans 2010 Standard Specifications modified for local agency use and will benefit from the experience from previous projects. Amendments and revised standard specifications will be confirmed with the Town during the Basis of Design and previous preliminary design process and included as appropriate.

Utilizing Caltrans cost data, recent similar projects, and ATP grant application Engineer's Estimate, project cost estimates will be developed. The bid items list/ engineer's estimate will be itemized following typical Caltrans bid items so as to adhere to the format of the 2010 specifications.

Prior to submittal to the Town, the PS&E package will undergo internal QC/QA review by senior engineering staff to confirm accuracy and constructability of these documents. Applicable revisions will be incorporated prior to submittal to the Town for review.

DELIVERABLES:

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 60% level of project Specifications; including General, Standard Special, Revised (as applicable), and Amended (as applicable).
- Order of work, time of work, and other applicable, project specific portions of the Division 1 General Provisions will be addressed and included as part of the Scope.
- One set of hard copy (letter size) and digital copy (pdf and MS Excel) 60% level of engineer's estimate/ bid item list. The engineer's estimate/ bid item list will be in a format to support development of the Contract Specific DBE Goal.
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 60% level of project plans, including the following sheets (number of sheets are estimated and may fluctuate as needed):
 - Title/ Signature/ Legend sheet (1);
 - Typical Sections (1);
 - Overview Plan/ Survey Control (1);

- Demolition Plan (3, 40 scale);
 - Improvement Plans (Including Signage/Striping) (6, 10 scale);
 - Retaining Wall Plan and Details (as needed) (2, 10 scale)
 - Storm Drainage Plan and Profile (3, 40 scale);
 - Utility Relocation Plan and Details (3, 40 scale);
 - Erosion and Sediment Control Plan (3, 40 scale);
 - Temporary Traffic Control Plan (2, 100-scale)
- Coordination and review of local agency specific Division 1 General Provisions are encouraged and provided with this scope.

ASSUMPTIONS:

- Design will encroach outside of the existing roadway prism to include grading conforms and retaining wall grading conforms.
- Intersection designs will provide improvements to the curb returns and an additional distance as appropriate.
- The curb alignment will remain parallel with the existing roadway (with the exception of curb returns and bulb-outs).
- The conform paving from the proposed lip of gutter to a saw cut line in the existing asphalt will conform to the existing cross-sectional profile. Detail of plans and specifications will not support regrading of the entire roadway; only lateral extension of walks and conform grading including retaining wall grading.
- Project survey control will be based on control used for topographic survey.
- Design will not include grading outside of the lateral conform location.
- Existing right-of-way is assumed to be adequate to support roadway widening and related construction staking.
- Quantity sheets will not be provided.
- Development of Additive/ Alternate bid items are not a part of this scope.
- Town will provide local agency specific Division 1 General Provisions.
- The Town will provide one set of combined comments after review.

Task 2.C.c Final Design and Contract Documents

90% LEVEL OF CONTRACT DOCUMENTS

Based on the Town technical review and comments to the 60%, the project plans, specifications and estimate will be progressed to a 90% level of completion. This level of completion is considered to be essentially complete including preparation and inclusion of applicable bid documents. Additionally, this level of design will be developed to support submittal for the Request for Allocation for the construction phase of the project. The project plans will include additional needed label detailing, notes and design refinements to support implementation of the project by any contractor. Similarly, project specifications and engineer's estimate will be refined to support successful implementation of the project.

NorthStar will develop all applicable contract documents for the subsequent bidding and construction of the project. This will include in addition to the Specifications, Contractor-Agency agreement (specifically for and obtained from the Town of Paradise), and needed Bid Documents. This combination of Specifications, Agreement and Bid Documents will be combined into one "Bid Book" document. Both the Agreement and Bid Documents (modified as necessary) will be incorporated based on previously formatted Town documents. Bid Documents are expected to include, but not limited to: Notice to Contractors, Special provisions, Descriptions of Project, General Provisions, General Construction Details, Bid Forms, Certifications, list of Subcontractors, questionnaire Public Contracting 10232 statement, public contract code sections 10285.1 statement, Bidder's signature pages, bidder's bond, owner-agency agreement and applicable Standard Plans.

DELIVERABLES:

- NorthStar will provide deliverables in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 90% level of project Bid Book; including
 - General, Standard Special, Revised (as applicable), Amended (as applicable) Provisions;
 - Owner-Contractor Agreement (Town Specific);
 - Bid Documents.
- One set of hard copy (letter size) and digital copy (pdf and MS Excel) 90% level of engineer's estimate/ bid item list.
- One set of hard copy (24x36) and digital copy (pdf or Design Review) 90% level of project plans, including the following sheets (number of sheets are estimated and may fluctuate as needed):
 - Title/ Signature/ Legend sheet (1);
 - Typical Sections (1);
 - Overview Plan/ Survey Control (1);
 - Demolition Plan (3, 40 scale);
 - Improvement Plans (Signage/Striping) (6, 20 scale);
 - Retaining Wall Plan and Details (2, 10 scale)
 - Storm Drainage Plan (4, 40 scale);
 - Utility Relocation Plan and Details (3, 40 scale);
 - Erosion and Sediment Control Plan (3, 40 scale);
 - Temporary Traffic Control Plan (2, 100-scale)

Task 2.C.d Final (100%) Contract Documents

Subsequent to receiving comments from the 90% level of design contract documents and DSA comments, the Contract Documents will be refined to address applicable comments and best support constructability of the project. This stage of project development assumes that substantive design elements have been previously and appropriately addressed. It is expected that this stage of project development is to provide minor refinements only as necessary to provide clarity for contractors and limit potential risk to the Town during the construction of the project.

DELIVERABLES:

- NorthStar will perform requirements as needed to develop the 100% level of design contract documents.
- Itemized deliverables for this Final (100%) Contract Documents design sub-task will be delivered as part is listed in Task 2.E “Bid Process Support”.

ASSUMPTIONS:

- The Contract Documents will not provide a Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP), nor progress permit coverage as this will be provided by the Contractor for the project. These services can be provided as an additional work item to this agreement if deemed necessary.
- The Town will be responsible to develop, coordinate, submit, execute, and maintain all relevant permits for the construction of this project.
- Construction staking is not provided with the scope.

Task 2.D Request for Funding Allocation

Task 2.D.a Right-of-Way Phase

If during the course of project development, it is found that the Town has liability for right-of-way acquisitions or utility relocations, and the Town desires to pursue ATP funding for these fiscal liabilities, NorthStar will develop and prepare a funding allocation request package for Right-of-Way consistent with ATP programming guidelines and CTC protocols. Upon completion of the allocation package, NorthStar will submit to the Town for review, concurrence and execution. Subsequently, NorthStar will route to BCAG for their concurrence and execution prior to final submittal to the Town. The Town will transmit the package to District 3 Local Assistance for their review and routing to the CTC. Submittal to Local Assistance will be performed at the earliest possible time to account for long CTC Agenda lead-time.

DELIVERABLES:

- Cover Letter to Local Assistance;
- Funding Allocation Checklist (Exhibit 22-N);
- State-Only Finance Letter (LAPG- Exhibit 22-C, or equivalent);
- Request for Funding Allocation; Local ATP Projects (LAPG- Exhibit 22-O);
- Project Programming Request Form (22-G).

ASSUMPTIONS:

- The Town will confirm project funding amounts in the preparation of the package.
- The Town will maintain responsibility for final package submittal to Local Assistance.

- Subsequent PS&E design efforts cannot proceed until this funding request has been authorized and allocated by the CTC/ Caltrans Local Assistance.

Task 2.D.b Construction Phase

Upon review and revisions to the 90% Contract Documents, NorthStar will develop the applicable PS&E Certifications, Checklists, and Request for Construction Funding Allocation (to California Transportation Commission [CTC]) package. The following documents will be completed at a minimum to successfully facilitate allocation of construction funds:

REQUEST FOR CONSTRUCTION FUNDING ALLOCATION PACKAGE;

- Cover Letter to Local Assistance;
- Preliminary Estimate of Cost, Participating costs segregated (LAPM Exhibit 12-A);
- Funding Allocation Checklist (Exhibit 22-N);
- State-Only Finance Letter (LAPG- Exhibit 22-C, or equivalent);
- Request for Funding Allocation; Local ATP Projects (LAPG- Exhibit 22-O)
- Project Programming Request Form (22-G).

SUPPORTING PROJECT DOCUMENTS;

- PS&E Certification (LAPM Exhibit 12-C);
- PS&E Checklist (LAPM Exhibit 12-D, as amended for State Only funds);
- Construction Contract Checklist (LAPM Exhibit 15-A, as amended for State Only funds);
- RE Construction Contract Administration Checklist (LAPM Exhibit 15-B);
- Project Advertising Checklist (LAPM Exhibit 15-C, as amended for State Only funds);

Upon completion of the allocation package, NorthStar will submit to the Town for review, concurrence and execution. Subsequently, NorthStar will route to BCAG for their concurrence and execution prior to final submittal to the Town. The Town will transmit the package to District 3 Local Assistance for their review and routing to the CTC. Submittal to Local Assistance will be performed at the earliest possible time to account for long CTC Agenda lead-time.

Additionally, NorthStar will prepare a right-of-way design memo that documents the right-of-way activities and associated clearances. This memo will be in conjunction with the utility relocation design memo, both of which provide documentation of this phase in the absence of a formal right-of-way certification process (due to State-only funds).

ASSUMPTIONS:

- The Town will confirm project funding amounts in the preparation of the package.
- The Town will maintain responsibility for final package submittal to Local Assistance.
- Subsequent PS&E design efforts cannot proceed until this funding request has been authorized and allocated by the CTC/ Caltrans Local Assistance.

Task 2.E Bid Process Support

NorthStar will route for signatures and deliver the Final (100%) Contract Documents for bidding purposes after completion of full review and subsequent modifications.

Additionally, NorthStar will provide assistance to the Town during the construction bidding and awarding process. Specifically, NorthStar will provide technical support to the Town by answering and documenting questions from potential bidders and staff. If applicable, NorthStar will attend a Pre-Bid Conference to answer questions or clarify technical information presented in the construction documents of prospective construction bidders. NorthStar will also provide written responses to contractor requests for information (RFI's) during the bidding process and draft addendums as applicable.

If requested, NorthStar can provide assistance in reviewing received bids for responsiveness and compliance with required bidding requirements and tabulate bid results to both test accuracy and compare bids.

DELIVERABLES:

- NorthStar will provide deliverable construction documents in one submittal package.
- One set of hard copy (letter size) and digital copy (pdf and MS Word) 100% level of project Bid Book; including
 - General, Standard Special, Revised (as applicable), Amended (as applicable) Provisions;
 - Owner-Contractor Agreement (Town Specific);
 - Bid Documents.
- One set of hard copy (letter size) and digital copy (pdf and MS Excel) 100% level of engineer's estimate/ bid item list.
- One original wet stamped hard copy (24x36) MYLAR set and digital copy (pdf and Civil 3D project files) of project plans, including the following sheets (number of sheets are estimated and may fluctuate as needed):
 - Title/ Signature/ Legend sheet (1);
 - Typical Sections (1);
 - Overview Plan/ Survey Control (1);
 - Demolition Plan (4, 20 scale);
 - Erosion and Sediment Control Plan (2, 40 scale);
 - Plan (Signage/Striping, and Landscape) (4, 20 scale);
 - Retaining Wall Plan and Details (2, 10 scale)
 - Storm Drainage Plan (1, 40 scale);
 - Water Relocation Plan and Details (1, 40 scale);
 - Temporary Traffic Control Plan (2, 100-scale)
- Attendance and participation at pre-bid meeting.
- Respond to RFIs and questions from Bidders.
- Draft Addendums as needed.

ASSUMPTIONS:

- The Town will be responsible for reproduction of Bid Books and Project Plans.

- The Town will be responsible for maintaining the bidder's list.
- The Town will be responsible for advertisement publication(s) and plan room distribution.
- The Town will distribute addenda materials.
- The Town will be responsible for completion of ATP Award Information documentation

Task 3 **Project Management**

NorthStar Engineering will perform the various services and activities associated with management of the construction contract. Diligent contract management for state funded contracts is a critical component in successfully managing these public funds and ultimately maintaining the Town's positive standing with funding agencies.

PROJECT ADMINISTRATION AND OVERHEAD:

Project Administration and Overhead includes front office and project administration including but not limited to; managing insurance policies, packaging, mailing and deliveries, billing, Ajera billing software setup, certified payroll invoicing, etc.

MEETINGS, AGENDAS AND MINUTES:

To effectively manage the project NorthStar Engineering expects to have regularly schedule meetings at the Town offices to review project progress and activities. These meetings will be preceded with an agenda identifying key issues to be addressed during the meeting. Subsequent to the monthly meeting progress reports including meeting minutes will be prepared and submitted to the Town identifying specific requests for information, assignment of tasks, expected schedule of pending design activities, etc.

SCHEDULES:

NorthStar Engineering management makes use of Microsoft Project to develop project schedules and monitor progress throughout our various project. Updates to the project schedule will be provided in conjunction with the monthly meetings. If necessary NorthStar Engineering will provide additional office staff and resources to maintain critical project and funding deadlines.

QUALITY ASSURANCE / QUALITY CONTROL:

NorthStar Engineering's approach to quality assurance and control program has been developed over the course of performing engineering consulting services for a variety of clients and complex projects over the past 30 years. Two primary methods for consistently delivering a quality product on-time and within budget; internal communications that established a clear level of expectations, and peer review for clarity and accuracy for salient deliverables.

CORRESPONDENCE AND FILE MAINTENANCE:

The predominant form of correspondence implemented by the NorthStar Engineering Design Team includes telephone communications, E-mail and written documents. All documents and E-mails are saved and filed electronically and segregated to specific project folders on our company wide server. Our servers are regularly backed up to an offsite location. Electronic records for our projects date back to the early 1990s. Additionally, hardcopy documents are organized by project folders which are then moved to an off-site archive storage management company. To further facilitate management correspondence and communication, NorthStar Engineering staff has office issued smart phones allowing our employees to maintain continuous phone and e-mail commutations while in the field or out of town on business.

PROJECT COORDINATION

Explicit and thorough communications with the Town and with the Design sub consultants is vital to the success of any project, and as such the NorthStar Design Team segregates this as a separate scope and budget component to acknowledge and account for this element during the life of the project development.

DELIVERABLES:

- Meeting Addenda's and attendance
- Meeting Minutes and Reports
- Project Team Task Assignment Lists.
- Project Completion Files, Reports and Records
- Internal and sub consultant coordination

SCHEDULE OF WORK

This detailed schedule is based on our history of project development with similar projects and the understood needs of the project. This critical-path detailed schedule (“days” are working days) is provided on the following pages.

In summary, the following target timelines for this project are estimated as follows:

Field Surveying/ Base Map	7/22/16
Environmental Document	9/13/16
Completion of 35% Design	9/16/16
Allocation Request to CTC for PS&E funds	9/27/16
CTC Meeting	12/8/16
Allocation Request to CTC for R/W funds (if necessary)	1/5/17
Completion of 60% PS&E	1/24/17
CTC Meeting	3/17
Finalize Utility Relocation Coordination	8/31/17
Finalize R/W Engineering & Acquisition	8/14/17
Completion of 90% PS&E	11/28/17
Allocation Request to CTC for construction funds	12/17/17
CTC Meeting FY-Q4, 2017-2018	12/17
Completion of 100% Contract Documents	5/14/18
Advertise for Construction	4/26/18
Award Construction Contract	7/26/18

In the interest of providing a realistic, yet focused schedule, the following assumptions on the order of work are incorporated:

- Project Initiation, utility coordination and field surveying begins immediately after contract execution,
- Parallel work flow of preliminary design, utility coordination, and landowner coordination,
- Focused and advanced design development in 35% design phase,
- Submittal of RFA after 90% complete submittal,
- Prompt review times.

In summary, our preliminary schedule is somewhat inclusive and opportunities to further expedite this schedule are feasible. Our overarching philosophy is to provide the Town with an honest view of project delivery.

**EXHIBIT "B"
Compensation**

FEE ESTIMATE

Task #	Task Name	Cost
1	Project Approval and Environmental Document	\$ 13,051.22
2.A	Surveys and Mapping	\$ 27,420.58
2.A.a	Geotechnical Investigation	\$ 12,483.75
2.B	Right of Way, Utility & Land Owner Coordination	\$ 32,408.30
2.C.a	Design 30%	\$ 25,299.21
2.C.b	Design 60%	\$ 20,621.96
2.C.c	Design 90%	\$ 12,689.60
2.C.d	Final 100% Contract Documents	\$ 7,457.94
3	Project Management	\$ 14,057.90
Inclusive Labor Subtotal =		\$ 165,490.46
Non-Labor Expenses =		\$ 5,732.50
Estimated Total =		\$ 171,222.96



TOWN OF PARADISE
Council Agenda Summary
Date: June 14, 2016

Agenda No. 6(c)

ORIGINATED BY: Marc Mattox, Public Works Director / Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Pearson Rd SR2S Connectivity Project Approval of Plans, Specifications & Estimates and Advertisement for Bids

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the plans and specifications for the Pearson Rd SR2S Connectivity Project and authorizing advertisement for bids on the project.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

On March 20, 2014, Caltrans announced the first Call-for-Projects for the Active Transportation Program. By May 21, 2014 the Town of Paradise had submitted three complete grant applications for funding, including: (1) Pearson Rd SR2S Connectivity Project; (2) Maxwell Dr SR2S Project; and, (3) Downtown Paradise Equal Mobility Project.

On August 20, 2014, the California Transportation Committee announced the adoption of Statewide and Small Urban and Rural components of the program. A total of 772 applications were received during Cycle 1 from local agencies throughout the State. Of which, 265 projects have been funded, totaling approximately \$311 million in federal and state funds. The Town of Paradise was awarded two of three projects submitted, totaling nearly \$2.35 million at 100% state funded.

On August 11, 2015, Paradise Town Council awarded a contract to NorthStar Engineering to perform necessary preliminary engineering work to bring the Pearson Rd SR2S Connectivity Project to construction before the June 30, 2016 funding deadline.

Analysis:

NorthStar Engineering, in coordination with Town staff, has prepared the plans, specifications, and cost estimate for the Pearson Rd SR2S Connectivity Project. The proposed project will construct sidewalks and drainage features along the south side of Pearson Road between Skyway and Almond Street in addition to sidewalks, drainage features and retaining walls (as needed) along both sides of Pearson Road between Black Olive Drive and Academy Drive.

With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Approve PS&E:	June 14, 2016
Advertise for bid:	July 1, 2016 (Pending CTC approval on 6/30)
Award Contract:	August 9, 2016
Construction:	September 2016-spring 2017.

The plans and specifications for the project are on file in the Public Works office for review.

The proposed project has an “add-alternate” bid schedule provided for contractors to consider. This bid schedule will allow for consideration of retaining wall design features between a soil nail wall and concrete masonry unit wall. Furthermore, if funding allows, additional bid schedules are set forth for lighting and landscaping features.

Financial Impact:

The construction of the Pearson Rd SR2S Connectivity Project will be 100% funded from the Active Transportation Program. The project engineer’s estimate and grant budget for construction is \$1,100,000. Should actual construction costs exceed this amount, alternative funding may be sought, which could delay the project award process by six to nine months. More detailed accounting will be provided at time of contract award.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement

**TOWN OF PARADISE
RESOLUTION NO. _____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATES FOR PEARSON RD SR2S CONNECTIVITY AND
AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT.**

WHEREAS, the Town of Paradise has received a \$1,387,000 allocation of Active Transportation Program funds; and,

WHEREAS, the purpose of this program is to:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits,
- Provide a broad spectrum of projects to benefit many types of active transportation users.

WHEREAS, the Pearson Rd SR2S Connectivity Project is consistent in scope with the approved grant award by constructing safe sidewalk facilities along Pearson Road between Skyway and Academy Drive.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. The design, plans, specifications and estimates for Pearson Rd SR2S Connectivity Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Pearson Rd SR2S Connectivity Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of June, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jody Jones, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE Council Agenda Summary

AGENDA NO. 6(d)

ORIGINATED BY: Kate Anderson, Housing Program Supervisor

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: HOME Tenant-Based Rental Assistance Program Guidelines

COUNCIL ACTION REQUESTED: Adopt Resolution No. 16 - ____ “A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE ADOPTING THE HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM GUIDELINES.”

BACKGROUND: California leads the nation in having the most severely rent-burdened households, as well as having the largest shortage of affordable rental homes, according to the U.S. Department of Housing and Urban Development. In Butte County, only 1,501 adequate and affordable units are available to the 9,136 extremely-low income renter households who are seeking housing. In Paradise, the median gross rent in 2013 was \$872, whereas 58.2% of renter households earned below the poverty level. The Town recently received its eighth HOME award, in the amount of \$1,000,000, of which \$100,000 is earmarked to pilot a tenant-based rental assistance program.

DISCUSSION: The Town of Paradise Tenant-Based Rental Assistance (TBRA) program will provide short-term rental assistance and supportive services to very low-income Paradise households experiencing an economic hardship. This model is a partnership between the Town of Paradise, the Housing Authority of the County of Butte (HACB), and a network of local service providers. Interested households will contact a participating supportive service where a case manager will determine whether TBRA is the right fit for them; if so, the case manager will develop a self-sufficiency plan and the household will apply for rental assistance at HACB (amount of assistance is based on participant's household income). The TBRA Committee determines a participant's eligibility based on the feasibility of the self-sufficiency plan and capability to maintain housing at the conclusion of the rental assistance period (12 months). The case manager works with the participant throughout the rental assistance period to follow up on achievement of self-sufficiency plan goals, HACB makes regular, scheduled rental payments directly to the landlords (as does the participant paying their portion of the rent), and the Town of Paradise provides the source of rental assistance funding to HACB. A major benefit to the Town is that this program positively transforms the lives of residents who otherwise may not have the ability to become self-sufficient. The HOME program guidelines for the Tenant-Based Rental Assistance Program are attached for your information and review. The State of California Housing & Community Development HOME Program highly

recommends the use their best-practices guidelines as a template; the State approved these guidelines presented on May 31, 2016.

RECOMMENDATION: Staff recommends that Council adopt the resolution approving the Tenant-Based Rental Assistance program guidelines for the HOME Program.

FISCAL IMPACT: The adoption of these guidelines do not precipitate any action or condition that will cause any additional impact to the Town. If these guidelines are approved, we will receive \$100,000 in grant funds to support our pilot Tenant-Based Rental Assistance program which is estimated to serve approximately 10 households for a one-year period.

Town of Paradise

HOME Investment Partnerships Program
California Department of Housing & Community Development

Serving the Area
Within the Town Limits of Paradise

HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM ("TBRA") PROGRAM GUIDELINES



TOP draft: 4/5/2016
HCD Version: 5/31/2016

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**Town of Paradise
HOME TENANT-BASED RENTAL ASSISTANCE (“TBRA”)
PROGRAM GUIDELINES**

I. INTRODUCTION

These Program Guidelines have been developed by the California Department of Housing and Community Development (HCD) based on the Section 8 Housing Assistance Program (HAP) operated by the U.S. Department of Housing and Urban Development (HUD), and have been adopted for the implementation of the Town of Paradise HOME Tenant-Based Rental Assistance Program (hereinafter referred to as “TBRA Program”).

Conflict of Interest Requirements

In accordance with 24 CFR Section 92.356 of the HOME Investment Partnerships (HOME) Final Rule, the following will apply:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HCD.

Participating Agencies

The Town of Paradise TBRA Program will be administered by the Housing Authority of the County of Butte (hereinafter referred to as “Program Operator”). Note: The

term “Program Operator” used throughout this document refers to the Program Administrator named above.

Fair Housing

The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. The Program Operator will follow affirmative marketing procedures that provide information, through the implementation of an outreach marketing program to attract all eligible persons without regard to race, color, national origin, sex, sexual orientation, gender identity, age, religion, disability, and familial status. Affirmative marketing plans and procedures shall be approved by HCD. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the TBRA Program’s eligible area compared to the ethnicity of the population served by the TBRA Program (includes, separately, all applications received and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the TBRA Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the TBRA Program-eligible area.

II. ELIGIBILITY

The TBRA Program will be available in areas located within the town limits of Paradise.

Preference will be given to applicants who reside or work in the Town of Paradise. Each household may choose to remain in their eligible unit, or may choose to rent any other eligible unit in the service area identified above.

Income Qualification Criteria

Projected gross annual income of the applicant household will be used to determine whether it is above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/fa/cdbq/IncomeManual.html>, will be followed to independently determine and certify the household’s gross annual income. Income will be verified by reviewing and analyzing tax returns, copies of wage receipts or paystubs, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six (6) months prior to assistance, at a minimum, be recent, cover a consecutive two (2) month period.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the gross annual income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine TBRA Program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual

income. For those types of income counted, gross amounts (before any deductions have been taken) are used, and the types of income that are not considered would include income of minors or live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

The Part 5 Annual Income Inclusions and Exclusions list is attached to these guidelines as **ATTACHMENT A**. In addition, the link to HUD's Annual Income and Exclusions chart is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc

B. ASSETS:

There is no asset limitation for participation in the TBRA Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture, clothing and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

Part 5 Asset Inclusions and Exclusions is attached to these guidelines as **ATTACHMENT B**. The link to Asset Inclusions and Exclusions is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc

Eligible Families – Income and Assets

Most applicants must have household incomes at or below 60% of the applicable County's area median income (AMI), adjusted by household size, as published by HCD each year (see **ATTACHMENT C**). The link to current area median incomes adjusted by household size is:

<http://www.hcd.ca.gov/fa/home/homelimits.html>.

However, the TBRA Program may provide assistance to up to ten percent (10%) of its assisted households with incomes at or below eighty percent (80%) of County's AMI, under each HOME contract.

“Household” mean one or more persons who occupy a housing unit. Subject to the exemptions allowed in the “**Income Determination Guide**”, all persons and non-related individuals will be considered household members for purposes of determining income-eligibility.

All adult applicants must certify that they meet the household income eligibility requirements for the TBRA Program and have their household income documented. The income limits in place at the time the applicant(s) eligibility is certified will apply when determining applicant income eligibility.

General TBRA Program Design

The TBRA Program is a rental subsidy program that is designed to assist eligible tenants with the payment of monthly rent and utility costs, and security deposits. TBRA assistance will make up the difference between the amount the household can afford to pay for monthly rent and utilities and the actual cost of the housing occupied by the household. All TBRA assistance will be made in the form of a grant, and will not have to be repaid.

NOTE: Assistance under the TBRA Program will consist of one (1) 12-month term and is subject to only one renewal of a one (1) 12-month term, if funding is available.

Rent Standards

The TBRA Program has adopted a Schedule of Rent Standards (also known as Payment Standards) in accordance with the method identified in HOME Final Rule Section 92.253(h)(3)(ii). Rent Standards will be updated annually and attached hereto as **ATTACHMENT D**. These Rent Standards will represent the highest gross rent (unit rent plus Utility Allowance) that can be approved for TBRA assistance.

Utility Allowances

The TBRA Program has elected to utilize the project-specific utility schedule in which the housing unit is located, when available. If none is available for a given unit, the local Public Housing Authorities Schedule of Utility Allowances will be utilized. The utility allowances for affected tenants will be determined by obtaining a copy of the current utility allowance schedule for the project in which the housing unit is located or the published local Public Housing Authority Schedule. Any utilities that are not included in the rent will be factored into the calculation of TBRA assistance, as illustrated in the examples below.

Rental Assistance Subsidy Amounts

The monthly rental subsidy for each household will be the difference between the Gross Rent (approved rent plus the utility allowance, if any) and either thirty percent (30%) of the household's adjusted monthly income or 10% of the household's gross monthly income, whichever is more. The amount the tenant must pay monthly is known as the Total Tenant Payment ("TTP").

Examples for Calculating Tenant and Program Payment

The Smith household has been income certified and is eligible for assistance. Based on their household composition they are eligible for a two-bedroom unit. Their Gross Annual Income is \$22,500 and their Adjusted Gross Annual Income is \$18,300. Thirty percent (30%) of their adjusted Gross Monthly Income is \$458. The current TBRA Payment Standard for a two-bedroom unit is \$775. The current utility

allowance is \$100. Since 10% of their Gross Annual Income is less than 30% of their Adjusted Gross Annual Income, the adjusted income is used in these examples.

EXAMPLE 1: Unit Rents for \$725 with all utilities included

The Smiths must pay \$458 monthly TTP	Approved Rent:	\$725
(30% of adjusted gross monthly	Less TTP (all for rent)	(458)
Income, so $\$18,300/12 \times 0.30 = \458)	Program payment for rent	<u>\$267</u>

Note: In this first example, since all utilities are included, there is no Utility Allowance, so the whole TTP goes toward rent.

EXAMPLE 2: Unit Rents for \$625 with some or no utilities included

The Smiths must pay \$458 monthly TTP	Approved Rent:	\$625
(30% of adjusted gross monthly	Plus Utility Allowance	<u>100</u>
Income, so $\$18,300/12 \times 0.30 = \458)	Equals Total rent/utilities	\$725
	Less TTP (\$100 for utilities	
	and \$358 for rent)	(458)
	Program Payment for rent	<u>\$267</u>

Note: In this second example, the Total Tenant Payment of \$458 is split between the utility allowance amount (for non-included utilities, using the applicable Utility Allowance Schedule) and the tenant's share of the rent.

Utilizing the same rents and utility allowances as in the previous two examples, there are occasionally circumstances in which the Total Tenant Payment is so low that it will not even cover the estimated cost of utilities. Performing the analysis assuming the Smith household's Gross Annual Income and Adjusted Gross Annual Income are both \$3,000 results in the following:

EXAMPLE 3: Unit Rents for \$625 with no utilities included (less income)

The Smiths must pay \$75 monthly TTP	Approved Rent:	\$625
(30% of adjusted gross monthly	Plus Utility Allowance	<u>100</u>
Income, so $\$3,000/12 \times 0.30 = \75)	Equals Total rent/utilities	\$725
	Less TTP (\$75 for utilities	
	and \$0 for rent)	(75)
	Equals monthly subsidy	\$650
	Less Program rent pmt.	(625)
	Equals Program payment	
(\$100 Utility Allowance less \$75 paid by tenant)	to tenant for utilities	<u>\$ 25</u>

Note: In this third example, the Total Tenant Payment of \$75 isn't enough to cover the estimated utility expenses. The TBRA Program therefore pays all of the rent for the unit and a Utility Reimbursement to the tenant to cover the portion of the estimated utilities that exceed 30% of their adjusted income.

Rental Security Deposits

The TBRA Program may approve the payment of a rental security deposit to the landlord for new rentals where the program recipient has less than six months of gross income in their checking/savings accounts, and where the lease between the landlord and tenant is for at least one year. The amount of the security deposit may not exceed the equivalent of two month's rent for the unit. Rental security and utility deposits, if any, are grants and not loans, and shall therefore be returned to the tenant at the end of the rental agreement.

III. APPLYING FOR ADMISSION

How to Apply

Families may apply for assistance by completing and submitting an application package to the Housing Authority of the County of Butte.

Completion of an Application

Upon completion of the application, an interview appointment will be scheduled. The interview appointment may be conducted in person or by telephone.

Applicants are responsible for rescheduling interview appointments when the original appointment is missed. If the Applicant does not reschedule and misses two consecutive interview appointments, the application may be rejected.

- At a minimum, the head of household will be required to attend the interview appointment. All adult household members must sign the Applicant/Tenant Certification Form in order for the application to be considered complete.
- Information provided by the Applicant to be verified includes information on household composition, income, allowances and deductions, preference status, full-time student status, and other factors relating to eligibility before being issued a TBRA Eligibility Agreement.
- Third-party verifications shall be obtained by telephone. When telephone requests are unsuccessful, the Program Operator will make adequate effort to ensure the third party is a valid source by documenting and including in the tenant's file the following information: Third-party's name, attempted contact person and contact information; name of the person who attempted the telephone interview; and date and time of the telephone call.

If additional information is needed to determine eligibility, a request will be sent to the Applicant, detailing the necessary additional information, which must be submitted within 10 working days. If no response is received within 10 days, a second request will be sent, allowing an additional 10 days to respond. If no response is received to the second request for additional information, an ineligibility letter will be sent. After the verification process is completed, the Program Operator will make a final determination of eligibility based on verified data.

IV. OCCUPANCY STANDARDS

All units occupied by households receiving TBRA assistance must meet the Housing Quality Standards found at 24 CFR 982.401 at the time of initial occupancy and throughout assisted tenancy.

Size of Units

Households meeting the preference criteria may remain in their units and be assisted in place; however if they elect to select a different unit, the following occupancy standards shall apply.

The occupancy standard for the TBRA Program is two persons per sleeping area. The standards prescribed will apply to the majority of families. However, in some cases the relationship, age, sex, health, or disability of a household member may warrant the assignment of a larger unit. Exceptions for larger units may be granted within the following guidelines:

- Unborn children shall be included in the size of the household;
- Persons with verifiable medical needs;
- Other extenuating circumstances;
- Foster children are included when determining unit size (but not for household size for income limits evaluation);
- Space will not be provided for a household member who is absent more than 90 consecutive days (e.g., member of the military);

The following provides guidance on over-crowding and under-crowding:

<u>Unit Size</u>	<u>Min. # of Persons</u>	<u>Max. # of Persons</u>
1-BDR.	1	2
2-BDR.	2	4
3-BDR.	3	6
4-BDR.	4	8

Permanently Absent

If any adult member of a household leaves the unit for more than ninety (90) days, that adult member will be considered permanently absent from the unit. A remaining adult member of the household must report, in writing within ten (10) days, the change in household composition to the property manager and the Program Operator, who will then remove the absent adult as a household member.

Visitors

Any adult not included on the application that is in the unit for thirty (30) consecutive days without the written approval of the Program Operator will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of a verifiable address will be considered verification that the visitor is a member of the household.

Statements from neighbors and/or the landlord will be considered in making a determination.

The burden of proof that an individual is a visitor rests on the household. In the absence of such proof, an individual will be considered an unauthorized member of the household and the Program Operator may terminate assistance if prior approval was not requested for the addition.

In a joint physical custody arrangement, if a minor is in the household less than 183 days per year (50% of the year), the minor will be considered to be an eligible visitor and not a household member.

Change in Household Composition

The Program Operator will verify changes in household composition (either reported or unreported). However, the burden of proof that an individual has moved ultimately rests on the household.

Change in Ownership

A change of ownership will be processed upon receipt of evidence of ownership, and a Letter of Authority Transfer, if applicable. Prior to the change of ownership taking effect, any payments made to the previous owner will be the responsibility of the new owner to recover.

Participant Relocation

Household relocation shall be limited. A household may move to a new unit during the lease only:

- When a mutual agreement between the owner and the tenant has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court order, etc.)

In either case, the recipient must provide proper notice (30-day written notice) to the Program Operator and the Property Manager prior to initiating a move.

V. TBRA ELIGIBILITY AGREEMENT ISSUANCE AND BRIEFINGS

Purpose of Briefings

The purpose of the briefing is to provide new participants with the information found in the TBRA Eligibility Agreement (**ATTACHMENT E**). This will ensure that all Participants are aware of their responsibilities and the ramifications if they fail to comply.

Attendance Requirement

The head of household is required to attend a briefing to receive TBRA assistance.

Format

Briefings can either be in a group or held individually.

The TBRA Eligibility Information briefing shall cover the following:

- Procedures for notifying the Program Operator of abuses such as side payments or other overcharges and Housing Quality Standard violations in the unit;
- The HUD brochure on lead-based paint (Protect Your Family From Lead in Your Home) and information about where blood level testing is available, for units built prior to 1978.
- Conditions and procedures for notifying the Program Operator of changes which may occur between annual re-examinations;
- Conditions in the lease addendum under which tenancy may be terminated; and
- Conditions under which TBRA Housing Program assistance may be terminated.

Household Obligations

While the relationship between the tenant and landlord is the same as in the private housing market, the TBRA Housing Program participants have the following additional obligations:

1. The household must supply any information that is determined to be necessary in the administration of the TBRA Program, which may include rental history including any evictions, credit history, and criminal background information. The Program Operator may reject an applicant based on the information provided.
2. Any guest or household member who causes damages beyond normal wear and tear will be the responsibility of the household. If Housing Quality Standards (HQS) failures are determined to be caused by a tenant or guest, it will be the tenant's responsibility to correct. If the failure is life-threatening, the tenant must correct the defect within 24 hours. For other tenant-caused failures/defects, the tenant must correct the defect within 30 calendar days (or by a Program-approved extension).
3. The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the TBRA Program.

Discretion to Deny or Terminate Assistance

In deciding whether to deny or terminate assistance because of action or failure to act by members of a household, the Program Operator has the discretion to consider all of the circumstances in each case, including the seriousness of the case and the extent of participation or culpability of individual household members. The Program

Operator may also review the household's more recent history and record of compliance, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

The Program Operator may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in or were culpable for the action or failure to act will not reside in the unit. The Program Operator may permit the other members of the household to continue in the TBRA Program.

Term of the TBRA Eligibility Agreement

A newly-issued TBRA Eligibility Agreement will be valid for a period of sixty (60) days from the date of issuance.

Joint Custody of Children

Children who are subject to a joint custody agreement will be considered members of the household if the applicant has at least 50% legal and physical custody of the minor as evidenced by legal documentation.

Alimony and Child Support

Regular alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, the Program Operator will use the amount awarded by the court unless the household can document non-receipt or receipt of a lower amount.

TBRA Housing Authorization Determination for Split Households

In cases where a household assisted by the TBRA Program becomes divided into two households due to divorce, legal separation, or the division of the household, the TBRA Program will recertify the household members remaining in the assisted unit to determine eligibility and the level of assistance.

Initial, Annual and Interim Examinations

The Program Operator will perform initial, annual and interim examinations, as required.

Annual Re-examinations

Households will be notified in writing 120 days in advance of the scheduled effective date of the re-examination. The Program Operator will use the same procedures for obtaining and verifying information that were used at admission. The Program Operator will compare the information the household reports against the household's most recent re-examination to identify any discrepancies and ask the household to explain them.

The following procedures will be followed for each re-examination:

- Re-verification of household income and composition;
- Unit inspection;
- Rent reasonableness verified, if the landlord is requesting a rent increase;

- The owner and household are notified of tenant contribution increase at least 30 days prior to the effective date.

The head of household, and any additional adult living in the unit must have a current Form HUD-9886, *Authorization for Release of Information/Privacy Act Notice*, on file any time verification of income is to be determined.

Households and owners will be notified of the results of the re-examination and effective date of any changes.

Reporting Changes Between Regularly Scheduled Recertifications:

If any of the following changes occur, the Resident agrees to advise management and the Program Operator within ten (10) days:

- Any household member moves out of the unit;
- The household proposes to move a new member into the unit;
- An adult member of the household who was reported as unemployed on the most recent certification (or recertification) obtains employment;
- The household's income cumulatively changes by ten percent (10%) or more a month.

Interim Examinations

If an interim re-examination indicates that the tenant rent will be reduced or increased by ten percent (10%) or more, changes may take effect the first of the month following the determination, allowing for a 30-day notification to the tenant. If the change is less than ten percent (10%), no interim recertification will be processed, but the documentation will become part of the tenant file.

Households and owners will be notified of the results of the re-examination and effective date of any changes.

VI. LEASE ADDENDUM AND HOME RENTAL ASSISTANCE CONTRACT (HRA CONTRACT) EXECUTION

Lease Addendum

Prior to commencement of the TBRA Program assistance, the Program Operator requires that the Program's Lease Addendum (**ATTACHMENT F**) and its Additional Lease Addendum (**ATTACHMENT G**) be executed by the landlord and tenant.

HOME Rental Assistance Contract (HRA Contract)

The HRA Contract is a contract between the Program Operator and an owner. In the HRA Contract for the TBRA Program, the owner agrees to lease a specified dwelling unit to a specified eligible household, and the TBRA Program agrees to make monthly housing assistance payments to the owner for the household. The TBRA Program HRA Contract is based on the HAP Contract used for the Section 8 Housing Assistance Program. A copy of the TBRA Program's HRA Contract is attached as "**ATTACHMENT H.**" The term of the lease between the owner and the tenant may not expire before the term of the TBRA assistance.

Prior to HRA Contract execution, the Program Operator will ensure:

- That the income information is not more than 180 days old for participants;
- That owners provide their current address of residence or business, and proof of ownership of the property;
- That if there is not an existing lease, the landlord offer the tenant a one-year lease per HOME requirements, or provide evidence of a rejection of that offer in favor of a shorter lease for at least the HOME assistance term;
- That a Letter of Transfer of Authority is available if a management agent manages the property;
- That Rent Reasonableness has been verified per the following procedures.

Rent Reasonableness

The Program Operator will make a determination as to the reasonableness of the rent the owner is proposing in relation to comparable units on the private unassisted market. The market area for rent reasonableness comparables shall include the similar areas of the city or county where the proposed rental is located.

Rent reasonableness determinations are made when units are placed under HRA Contract for the first time and when owners request annual or special contract rent adjustments. The Program Operator will certify and document in the tenant file that the approved rent:

- Does not exceed rents charged by the owner for comparable unassisted units in the private market; and,
- Is reasonable in relation to rents charged by other owners for comparable units in the private market.

The items used for rent reasonableness documentation include:

- Square footage;
- Number of bedrooms;
- Number of bathrooms;
- Location;
- Unit type;
- Quality;
- Amenities;
- Facilities;
- Date built; and,
- Management and maintenance services.

Documentation of the rent reasonableness study for each unit leased will be maintained by the Program Operator.

The Program Operator will maintain a file(s) that includes comparable data on unassisted units in the private market, and will compare the subject unit against selected units in the same area with similar characteristics. Adjustments will be made for favorable and unfavorable differences between the subject unit and the comparables. The information on unassisted units will be updated on an annual basis.

VII. HOUSING QUALITY STANDARDS

Policy

No unit will be placed on the TBRA Program unless Housing Quality Standards (HQS) and applicable local building codes are met, in accordance with 24 CFR 982.401. The units must continue to meet these standards as long as the household is on the TBRA Program. Lead-based paint requirements will apply to all units constructed prior to 1978. The TBRA Program adheres to the acceptability criteria in HUD Section 8 Housing Assistance program regulations for Housing Quality Standards. Current HQS Inspection Forms are attached as “**ATTACHMENT J**”.

All Housing Quality Inspections will be performed by the Program Operator (or its designee).

There are four types of inspections:

- Initial
- Annual
- Special
- Move-out: Move-out inspections will be completed within 15 working days when requested by either the tenant or landlord.

Clearing Deficiencies

At initial and annual inspections, the owner will be given not more than 30 days to correct the items noted as “fail”. Extenuating circumstances could, with Program Operator approval, extend the time limit allowed to correct the items. The owner may be allowed two re-inspections for repair work to be completed (at inspector’s discretion) depending upon the complexity of work to be done. If, after the inspections, the unit still fails HQS, the household will be required to find another unit if it wishes to remain on the TBRA Program.

Owner Fails to Correct HQS Items

If the HRA Contract is terminated due to the owner’s failure or refusal to correct the failed items, and the current TBRA Program tenant was required to move to another unit to continue receiving TBRA Program assistance, the Program Operator will not approve the vacated unit for a new TBRA Program tenant for a minimum of one year, and only upon receiving a written assurance from the owner that they will fulfill the requirements of the minimum HQS in the future.

Request for Special Unit Inspection

A landlord/owner, tenant, or the Program Operator may request to have the tenant’s unit inspected prior to the re-examination date. The Program Operator or its designee will schedule the inspection within ten (10) working days of the request.

VIII. DENIAL OR TERMINATION OF ASSISTANCE

Tenant Fraud

If the household has knowingly committed fraud in connection with the TBRA Program, the Program Operator may terminate assistance and cancel the HRA contract.

If the household has misrepresented income, assets, or allowances, which would have caused an increase in the tenant portion of the rent, the Program Operator will make every effort to recover any overpayment made as a result of tenant fraud or abuse.

If the household intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Program Operator may deny or terminate assistance.

Landlord Fraud

If a landlord has committed fraud or misrepresentation in connection with the TBRA Program, the Program Operator will terminate the HOME Rental Assistance (HRA) Contract and review the circumstances and household's involvement to determine if the household is eligible to relocate to another unit with continuation of assistance.

The Program Operator may bar the landlord from participation in the TBRA Program for breach of the HRA Contract.

The Program Operator will make every effort to recover any overpayments made as a result of landlord fraud or abuse.

Lease Violations

Termination of tenancy will be permitted only if a tenant has serious or repeated violations of the terms and conditions of the lease.

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the household of termination of tenancy for serious or repeated lease violations, and the household moves from the unit prior to the completion of court action;
- If there are police reports, neighborhood complaints or other third party information, that has been verified by the Program Operator; or
- Other "good cause" exists for termination of the tenancy.
- information, that has been verified by the Program Operator; or
- Other "good cause" exists for termination of the tenancy.

Dispute Resolution and Appeals Procedure

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If

unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Assistance Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5.609 (b) and (c) Annual Income Inclusions and Exclusions Rev. 06/09

INCOME INCLUSIONS:

Examples included in parentheses have been added to the regulatory language for clarification.

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g, Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;**
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;

- (6) Welfare Assistance.
- (a) Welfare assistance received by the family.
 - (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- (8) All regular pay, special pay and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
- (9) For Section 8 programs only and as provided in 24 CFR 6.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965(20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C.1002), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income. *(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)*

INCOME EXCLUSIONS

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the costs of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above for students receiving Section 8 assistance);
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);
- (8)
 - (a) Amounts received under training programs funded by HUD e.g., training received under Section 3);
 - (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- (9) Temporary, nonrecurring, or sporadic income (including gifts);
- (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse);

- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home, or
- (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:
 - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
 - (b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 (g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
 - (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c]);
 - (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459[e]);
 - (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;
 - (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]);(effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farmworkers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);
 - (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L-94-540, 90 Stat. 2503-04);

- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands (25 U.S.C. 1407-1408);
- (i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- (l) Payments received under the Marine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (n) Earned income tax credit (EITC) refunds payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[jj]);
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- (p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);
- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- (s) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

ATTACHMENT B

Asset Inclusions and Exclusions

January, 2005

ASSET INCLUSIONS:

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

ASSET EXCLUSIONS:

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

CURRENT INCOME LIMITS FOR BUTTE COUNTY

As of June 1, 2015

Household Size:

Income Category:	1	2	3	4	5	6	7	8
60%	\$23,940	\$27,360	\$30,780	\$34,140	\$36,900	\$39,660	\$42,360	\$45,120
80%	\$31,850	\$36,400	\$40,950	\$45,500	\$49,150	\$52,800	\$56,450	\$60,100

ATTACHMENT D

CURRENT RENT STANDARDS FOR BUTTE COUNTY*

Rent Standards based on Final 2016 FMRs By Unit Bedrooms

<u>Efficiency</u> (0-Bedroom)	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
\$630	\$735	\$890	\$1,300	\$1,500

Rent Standards are based on HUD Section 8 Fair Market Rents from <http://www.huduser.org/portal/datasets/fmr.html>

Note: The FMRs for unit sizes larger than four bedrooms are available on the website for the local Public Housing Authority (http://butte-housing.com/tenants/s8-payment-std/s8_fmr_2016_pymt_standards.pdf) .



ATTACHMENT E



HOME TBRA Eligibility Agreement

TENANT NAME:	Unit Size:	Issued On:
Number of Household Members:		

1. HOME TBRA Rental Assistance Program

This Agreement by the Town of Paradise and the Tenant identified above who is eligible to participate in the HOME TBRA Rental Assistance Program (Program) operated by the Housing Authority of the County of Butte. Under the Program, the Town of Paradise makes monthly payments to the Landlord on behalf of the eligible Tenant pursuant to a separate agreement between the Town of Paradise and the landlord (HOME TBRA Contract) with HOME funds received from HCD pursuant to the Standard Agreement.

By executing this Agreement, the Town of Paradise fully expects to have HOME funds available to provide financial assistance to the Tenant. The Town of Paradise is under no obligation to the Tenant or the Landlord or any other party until the Town of Paradise has approved the unit and a lease addendum has been entered into between the Landlord and the Tenant.

The Town of Paradise will work with the Landlord and the Tenant to execute all of the necessary documents as follows:

- The Landlord and the Tenant must sign a Lease Addendum and an Additional Lease Addendum regarding domestic violence tenant protections (Attachments F and G).
- The Landlord and the Town of Paradise must sign a HOME Rental Assistance Contract (Attachment H).
- Once all necessary documents have been signed, payments to the Landlord can be processed.

2. Tenant and Program Share of the Rent

- A. The portion of the rent payable by the Tenant to the Landlord ("Tenant's Share") is calculated based upon the Tenant's ability to pay. The Tenant must provide the Program Operator with information about income, assets and other household circumstances that affect the amount the Tenant will be required to pay. The Tenant's Share may change as a result of changes in income or other household circumstances. The Tenant is also responsible for payment of all utilities not included in the rent.
- B. Each month, the TBRA Program will make a rental subsidy payment to the Landlord on behalf of the Tenant. The monthly payment will be equal to the difference between the approved rent the Landlord is charging and the Tenant's Share of the rent; or

- C. If applicable, each month, the TBRA Program will make the full rent payment to the Landlord and a partial payment for Utilities to the tenant, as determined using the local public housing authority's (PHA's) current utility allowance schedule.

3. Requirements for Participating Tenants

The Household must:

- supply true and complete information about the household's income, assets, and other household circumstances that affect eligibility and the amount of the Tenant's Share, and cooperate fully with initial, annual and interim re-examinations;
- sign and submit consent forms for obtaining information, as applicable;
- allow the Program Operator or its designee to inspect the unit at acceptable times, after giving reasonable notice (24 hours);
- use the dwelling unit as the household's principal place of residence and solely as a residence for the household;
- notify the Program Operator and property manager when there is a change in household composition;
- not sublease or sublet the unit;
- not own or have any interest in the unit;
- not commit any serious or repeated violation of the Lease;
- not commit fraud, bribery or any other corrupt or criminal act in connection with the HOME Rental Assistance Program;
- not engage in drug-related criminal activity or violent criminal activity;
- notify the owner and the Program Operator no less than 30-days prior to when the household intends to move out of the unit or terminate the assistance;
- notify the Program Operator of abuses such as side payments or other overcharges and Section 8 Housing Quality Standards (see **ATTACHMENT I**) violations in the unit; and
- provide the Program Operator with a copy of any owner eviction notice within three (3) business days;

4. Period of Rental Assistance

Assistance under the HOME TBRA Program is not guaranteed. The assistance is currently anticipated to be available for a period of two (2) years.

Assistance may be terminated if:

- the household's monthly cost of housing does not exceed 30% of the household's adjusted income;
- at any re-examination, the Tenant's income is greater than the published income limit for the program;

- the Tenant is evicted from the assisted unit, for other good cause;
- the Tenant provides false information or commits any fraud in connection with the TBRA program, or fails to cooperate with required re-examinations; or
- funding for the TBRA Rental Assistance Program is terminated or becomes otherwise unavailable.

The Program Operator will give the Tenant at least 30 days' notice of termination of assistance.

5. Location of Rental Assistance

An applicant may choose to remain in their current unit, or may choose to rent an eligible unit within the service area identified in the Eligibility section on page 5.

6. Equal Housing Opportunity

If a Tenant has reason to believe that he/she has been discriminated against on the basis of age, race, color, creed, religion, sex, sexual orientation, gender identity, religion, disability, national origin, or familial status, the Tenant may file a complaint with HUD. HUD has set up a "hot line" to answer questions and take complaints about Fair Housing and Equal Opportunity. The toll-free number is (800) 669-9777.

The Town of Paradise:	
Name:	Signature:
Date:	Telephone:
ELIGIBLE TENANT:	
Name:	Signature:
Date:	Telephone:



**ATTACHMENT F
LEASE ADDENDUM**



TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum (“Addendum”) adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. Purpose of the Addendum.** The Tenant Lease for the above-referenced unit is being amended to include the provisions of this Addendum because the Tenant has been approved to receive rental assistance under the Town of Paradise’s HOME Tenant-Based Rental Assistance Program operated by the Program Operator. Under the HOME Rental Assistance Program, the Town of Paradise will make monthly payments to the Landlord on behalf of the Tenant pursuant to the HOME TBRA Contract (Attachment H).
- B. Conflict with Other Provisions of the Lease.** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. Terms of the Lease.** The tenant lease shall continue until: (1) the Lease is terminated by the Landlord in accordance with applicable state and local Tenant/Landlord laws; or (2) the Lease is terminated by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease.
- D. Rental Assistance Payment.** Each month the Town of Paradise will make a rental assistance payment to the Landlord on behalf of the Tenant. This payment shall be credited by the Landlord toward the monthly rent payable by the Tenant. The balance of the monthly rent shall be paid by the Tenant.
- E. Utilities and Appliances.** The utilities and appliances listed in Column 1 are provided by the Landlord and included in the rent. The utilities and appliances listed in Column 2 below are not included in the rent and are paid separately by the Tenant.

UTILITY/APPLIANCE	Included in Rent	Tenant-Paid
Garbage Collection		
Water/Sewer		
Heating Fuel (specify)		
Lights, electric		
Cooking Fuel (specify)		

Other (specify)		
Refrigerator		
Stove/Range		

F. Household Members. Household members authorized to live in this unit are listed below. The Tenant may not permit other persons to join the Household without notifying the Town of Paradise and obtaining the Landlord's permission. Household members:

-
-
-
-
-

G. Housing Quality Standards. The Landlord shall maintain the dwelling unit, common areas, equipment, facilities and appliances in decent, safe, and sanitary condition (as determined by Section 8 Housing Quality Standards).

H. Termination of Tenancy. The Landlord may evict the Tenant following applicable state and local laws. The landlord must provide the Tenant with at least 30 days' written notice of the termination. The Landlord must notify the Town of Paradise in writing when eviction proceedings have begun. This may be done by providing the Town of Paradise with a copy of the required notice to the Tenant.

I. Prohibited Lease Provision. Any provision of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.

- (1) *Confession of Judgment.* Consent by the Tenant to be sued, to admit guilt, or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.
- (2) *Treatment of Property.* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
- (3) *Excusing the Landlord from Responsibility.* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
- (4) *Waiver of Legal Notice.* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
- (5) *Waiver of Court Proceedings for Eviction.* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
- (6) *Waiver of Jury Trial.* Authorization to the Landlord to waive the Tenant's right to a trial by jury.

- (7) *Waiver of Right to Appeal Court Decision.* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
- (8) *Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

J. Nondiscrimination. The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, sexual orientation, gender identity disability, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: (Type or Print Name of Tenant Representative)	LANDLORD NAME:
(Signature/Date)	By: (Type or Print Name of Landlord Representative)
By: (Type or Print Name of Tenant Representative)	(Signature/Date)
(Signature/Date)	



ATTACHMENT G

ADDITIONAL LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above-referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant Date

Landlord Date



ATTACHMENT H



HOME TENANT-BASED RENTAL ASSISTANCE (TBRA) CONTRACT

Table with 3 columns: LANDLORD NAME & ADDRESS, UNIT NO. & ADDRESS, TENANT NAME(S). Includes fields for telephone number.

This HOME TBRA Contract ("Contract") is entered into between the Town of Paradise and the Landlord identified above. This Contract applies only to the Tenant family and the dwelling unit identified above.

1. TERM OF THE CONTRACT

The term of this Contract shall begin on 1 _____ and end no later than _____. 2 The Contract automatically terminates on the last day of the term of the Lease.

2. RENT AND AMOUNTS PAYABLE BY TENANT AND THE TOWN OF PARADISE

- A. Initial Rent. The initial total monthly rent payable to the Landlord for the 12 months of this Contract is \$ _____.
B. Rent Adjustments. With no less than 60 days' notice to the Tenant and the Town of Paradise, the owner may propose a reasonable adjustment to be effective no earlier than 60 days from the date of notice.
C. Tenant Share of the Rent. Initially, and until such time as both the Landlord and the Tenant are notified by the Town of Paradise, the Tenant's share of the rent shall be \$ _____.
D. The Town of Paradise's Share of the Rent. Initially, and until such time as both the Landlord and Tenant are notified by the Town of Paradise, the Town of Paradise's share of the rent shall be \$ _____. Neither the Town of Paradise nor HUD assumes any obligation for the Tenant's rent, or for payment of any claim by the Landlord against the Tenant.

1 Insert the date assistance starts.

2 The maximum allowable length of a HOME TBRA contract is twenty-four (24) months.

Town of Paradise's obligation is limited to making rental payments on behalf of the Tenant in accordance with this Contract.

- E. *Payment Conditions.* The right of the owner to receive payments under this Contract shall be subject to compliance with all of the provisions of the Contract. The Landlord shall be paid under this Contract on or about the first day of the month for which the payment is due. The Landlord agrees that the endorsement on the check shall be conclusive evidence that the Landlord received the full amount due for the month, and shall be a certification that:
1. the Contract unit is in decent, safe and sanitary condition, and that the Landlord is providing the services, maintenance and utilities agreed to in the Lease.
 2. the Contract unit is leased to and occupied by the Tenant named above in this Contract.
 3. the Landlord has not received and will not receive any payments as rent for the Contract unit other than those identified in this Contract.
 4. to the best of the Landlord's knowledge, the unit is used solely as the Tenant's principal place of residence.
- F. *Overpayments.* If the **Town of Paradise** determines that the Landlord is not entitled to any payments received, in addition to other remedies, the **Town of Paradise** may deduct the amount of the overpayment from any amounts due the Landlord, including the amounts due under any other HOME TBRA Contract.

3. HOUSING QUALITY STANDARDS AND LANDLORD-PROVIDED SERVICES

- A. The Landlord agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with 24 CFR Section 982.401, including all of the services, maintenance and utilities agreed to in the Lease.
- B. **The Town of Paradise** and **HCD** shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as may be necessary to assure that the unit is in decent, safe, and sanitary condition, and that required maintenance, services and utilities are provided.
- C. If **the Town of Paradise** determines that the Landlord is not meeting these obligations, **the Town of Paradise** shall have the right, even if the Tenant continues in occupancy, to terminate payment of **the Town of Paradise's** share of the rent and/or terminate the Contract.

4. TERMINATION OF TENANCY

The Landlord may evict the Tenant following applicable state and local laws. The Landlord must give the Tenant at least 30 days' written notice of the termination and notify **the Program Operator** in writing when eviction proceedings are begun. This may be done by providing **the Program Operator** with a copy of the required notice to the tenant.

5. FAIR HOUSING REQUIREMENTS

- A. *Nondiscrimination.* The Landlord shall not, in the provision of services or in any other manner, discriminate against any person on the grounds of age, race, color, creed,

religion, sex, sexual orientation, gender identity, disability, national origin, or familial status. The obligation of the Landlord to comply with Fair Housing Requirements insures to the benefit of the United States of America, the Department of Housing and Urban Development, and **the Town of Paradise**, any of which shall be entitled to involve any of the remedies available by law to redress any breach or to compel compliance by the Landlord.

- B. *Cooperation in Quality Opportunity Compliance Reviews.* The Landlord shall comply with **the Town of Paradise** and with **The California Department of Housing and Community Development (HCD)** in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders and all related rules and regulations.

6. TOWN OF PARADISE AND HCD/HUD ACCESS TO LANDLORD RECORDS

- A. The Landlord shall provide any information pertinent to this Contract which **the Town of Paradise, HCD or HUD** may reasonably require.
- B. The Landlord shall permit **the Town of Paradise, HCD or HUD**, or any of their authorized representatives, to have access to the premises and, for the purposes of audit and examination, to have access to any books, documents, papers, and records of the Landlord to the extent necessary to determine compliance with this Contract.

7. RIGHTS OF THE TOWN OF PARADISE IF LANDLORD BREACHES THE CONTRACT

- A. Any of the following shall constitute a breach of the Contract:
 - (1) If the Landlord has violated any obligation under this Contract; or
 - (2) If the Landlord has demonstrated any intention to violate any obligation under this Contract; or
 - (3) If the Landlord has committed any fraud or made any false statement in connection with the Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.
- B. **The Town of Paradise** right and remedies under the Contract include recovery of overpayments, termination or reduction of payments, and termination of the Contract. If **the Town of Paradise** determines that a breach has occurred, **the Town of Paradise** may exercise any of its rights or remedies under the Contract. **The Town of Paradise** shall notify the Landlord in writing of such determination, including a brief statement of the reasons for the determination. The notice by **the Town of Paradise** to the landlord may require the Landlord to take corrective action by a time prescribed in the notice.
- C. Any remedies employed by **the Town of Paradise** in accordance with this Contract shall be effective as provided in a written notice by **the Town of Paradise** to the Landlord. **The Town of Paradise** exercise or non-exercise of any remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

8. THE TOWN OF PARADISE'S RELATION TO THIRD PARTIES

- A. **The Town of Paradise** does not assume any responsibility for, or liability to, any person injured as a result of the Landlord's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Landlord.
- B. The Landlord is not the agent of **the Town of Paradise** and this Contract does not create or affect any relationship between **the Town of Paradise** and any lender to the Landlord, or any suppliers, employees, contractors or subcontractors used by the Landlord in connection with this Contract.
- C. Nothing in this Contract shall be construed as creating any right of the Tenant or a third party (other than HCD and HUD) to enforce any provision of this Contract or to assess any claim against HUD, HCD, **the Town of Paradise** or the Landlord under this Contract.

9. CONFLICT OF INTEREST PROVISIONS

No employee of **the Town of Paradise**, Name of Program Operator, or HCD who formulates policy or influences decisions with respect to the Rental Assistance Program, and no public official or member of a governing body or state of local legislator who exercise his functions or responsibilities with respect to the program shall have any direct or indirect interest during this person's tenure, or for one year thereafter, in this contract or in any proceeds or benefits arising from the Contract or to any benefits which may arise from it.

10. TRANSFER OF THE CONTRACT

The Landlord shall not transfer in any form this Contract without the prior written consent of **the Town of Paradise**. **The Town of Paradise** shall give its consent to a transfer if the transferee agrees in writing (in a form acceptable to **the Town of Paradise**) to comply with all terms and conditions of this Contract.

11. ENTIRE AGREEMENT: INTERPRETATION

- A. This Contract contains the entire agreement between the Landlord and **the Town of Paradise**. No changes in this Contract shall be made except in writing signed by both the Landlord and **the Town of Paradise**.
- B. The Contract shall be interpreted and implemented in accordance with HUD requirements.

12. WARRANTY OF LEGAL CAPACITY AND CONDITION OF UNIT

- A. The Landlord warrants the unit is in decent, safe, and sanitary condition as defined in 24 CFR Section 982.401, and that the Landlord has the legal right to lease the dwelling unit covered by this Contract during the Contract term.
- B. The party, if any, executing this Contract on behalf of the Landlord hereby warrants that authorization has been given by the Landlord to execute it on behalf of the Landlord.

Landlord Name (Type or Print):	The Town of Paradise's Representative:
(Signature/Date)	(Signature/Date)

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statements or entries, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000, or imprisoned for not more than five years, or both.

LANDLORD'S CHECK TO BE ACH CREDIT SERVICE or MAILED TO:

SS NO. _____

NAME(S)_____

ADDRESS _____

SIGNATURE OF OWNER DATE

SIGNATURE OF OWNER DATE

ATTACHMENT I

24 CFR § 982.401 Housing Quality Standards (HQS)

(a) Performance and acceptability requirements.

(1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)

(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

(3) All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.

(4)

(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities—

(1) **Performance requirements.** The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria.

- (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- (ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- (iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- (iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) Food preparation and refuse disposal—

(1) Performance requirement.

- (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- (ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g, garbage cans).

(2) Acceptability criteria.

- (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- (ii) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- (iii) The dwelling unit must have space for the storage, preparation, and serving of food.
- (iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security—

- (1) Performance requirement.** The dwelling unit must provide adequate space and security for the family.

(2) Acceptability criteria.

- (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- (ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- (iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- (iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment—

- (1) Performance requirement.** The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria.

(i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) Illumination and electricity—

(1) Performance requirement. Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

(2) Acceptability criteria.

(i) There must be at least one window in the living room and in each sleeping room.

(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

(iii) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

(g) Structure and materials—

(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) Acceptability criteria.

(i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

(ii) The roof must be structurally sound and weathertight.

(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

(v) Elevators must be working and safe.

(h) Interior air quality—

(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) Acceptability criteria.

(i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(ii) There must be adequate air circulation in the dwelling unit.

(iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.

(iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) Water supply—

(1) Performance requirement. The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act ([42 S.C. 4821-4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851-4856](#)), and implementing regulations at part [35](#), subparts A, B, M, and R of this title apply to units assisted under this part.

(k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood—

(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition—

(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement—

(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

ATTACHMENT J

HOUSING QUALITY STANDARDS (HQS) INSPECTION FORMS

The TBRA Program will use the following HQS Inspection Form, which may be printed and attached below:

<http://portal.hud.gov/hudportal/documents/huddoc?id=52580.pdf>

ATTACHMENT K



HOME Tenant-Based Rental Assistance (TBRA) Program Tenant Selection Plan



The Tenant Selection Plan and Outreach Strategy is part of the Town of Paradise's HOME Tenant-Based Rental Assistance (TBRA) Program administered by the Housing Authority of the County of Butte.

TBRA Policies Affecting Marketing and Tenant Selection

Target Population

HOME TBRA will be targeted to individuals and their household members with income at or below 60% of the Area Median Income (AMI) at the time the TBRA rental assistance is provided to the participant.

Program Eligibility Requirements

This program is designed for households whose monthly rent and utility costs exceed 30% of their adjusted household income. Prior to occupancy, an applicant must qualify under all HOME eligibility criteria.

Income Limits are established by HUD and adjusted annually

The household's annual income may not exceed the applicable HOME income limit for the household size. Current income limits can be viewed at <http://www.hcd.ca.gov/fa/home/homelimits.html>. To be eligible for TBRA rental assistance, the applicant's household gross annual income must be at or below 80% of the area median household income (AMI) adjusted for household size. However, at least 90% of households served under this Program must be at or below 60% AMI.

Preferences

Preferences affect only the order of applicants on the wait list. They do not make anyone eligible who was not otherwise eligible, and they do not change the Town of Paradise's screening criteria. Preference shall be given to applicants who live or work within the Town of Paradise.

Applying the Preferences

At the time of application, the applicant household certifies whether or not it is eligible for a preference. All information supplied in support of the applicant's eligibility for a preference must be verified. This information will be verified at the time of application.

Wait List

For placement on the Town of Paradise's wait list, applicants must complete an application and relevant consent forms. Placement on the wait list does not constitute acceptance. Further eligibility acceptance and screening is required prior to approval of assistance. Applicants will be placed on the wait list in chronological order by the date the complete application is received.

The Town of Paradise will maintain one wait list. All applications will be date and time stamped when they are received.

Applicants under the age of 18 will be processed only if they are emancipated in accordance with State law or if State law requires housing be made available to minors.

If an applicant claims a preference, it will be noted on the wait list. The preference will be verified when the applicant is being processed for assistance. Applicants who apply and do not meet the preference criteria will be informed that they will be assisted on a first-come, first-served basis after all preferences have been assisted.

Applicants claiming a preference which cannot be verified will be considered a non-preference applicant, and reflected as such on the wait list.

Announcement and Marketing

Public announcement will be made per the Affirmative Fair Housing Marketing Plan.

Application Process

Application packets can be obtained from the Housing Authority of the County of Butte. Application packets can be mailed or emailed to anyone interested in receiving one. Detailed instructions will be included with the application packet on how to deliver the completed application.

Applications will be accepted by mail to the Housing Authority of the County of Butte or in person from the office where they were obtained. Funding will be available on or after Meetings with applicants will take place at a pre-arranged location convenient to the applicant.

Rejecting Ineligible or Unqualified Applicants

Each rejected applicant will be promptly notified in writing of the reason(s) for rejection. This notice will advise the applicant that he/she may within fourteen (14) calendar days of the date of the notice, request in writing a meeting by telephone to discuss the reasons for rejection.

Should the applicant request a meeting to discuss the rejection, it will be conducted by the Town of Paradise. The applicant will be advised in writing of the results of this meeting within five (5) business days.

Process for Opening and Closing the Wait List

Opening the Wait List:

A classified ad will be placed in the local newspaper. Advertisements will include how, where and when to apply and will conform to the advertising and outreach activities described in the Affirmative Fair Housing Marketing Plan.

Closing the Wait List:

The wait list will be closed when the available Program funds have been fully committed. At that time, the Town of Paradise will no longer accept additional applications.

Occupancy Standards

Occupancy standards are based on the following:

<u>Bedroom Size</u>	Number of Persons	
	<u>Minimum</u>	<u>Maximum</u>
One Bedroom	1	2
Two Bedroom	2	4
Three Bedroom	3	6
Four Bedroom	4	8

In addition, household composition is taken into account and unit size is also based on the following:

- a) Will count all full-time members of the household;
- b) Will count all persons under the age of 18 anticipated to reside in a unit (**Examples** include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, children whose custody is being obtained by an adult, children who are subject to a joint custody agreement but who live in the apartment at least 50% of the time, foster children who will reside in the apartment, children who are temporarily absent due to placement in a foster home);
- c) Will count live-in attendants; and
- d) Will count children who are away at school, but live with the family during school recesses.

Participant Relocation

A recipient household may move to a new unit during the lease term only:

- When a mutual agreement between the Town of Paradise and the recipient has been signed; or
- For good cause (the recipient must provide documentation such as police reports, court orders, etc.); and
- Within the city in which it has been residing, or within the unincorporated part of the county in which it has been residing, if not currently residing within city limits

In either case, the recipient must provide proper notice (30-day written notice) to the Town of Paradise and the Property Manager prior to initiating a move.

Unit Inspections

Unit(s) will be inspected within 30 days prior to the first assistance payment, and then annually by the Program Operator. However, HCD is authorized to inspect the unit(s) at any time. Residents will be notified in writing 48 hours in advance of unit inspections.

Annual inspections are performed by the Program Operator to determine whether the unit continues to meet minimum HQS standards and to ensure the units are safe, clean and free of damages.

Annual Recertification

Recertification is the process by which all information, income, assets and certain expenses regarding the applicant(s) eligibility for TBRA assistance is reviewed and the amount of that assistance is re-computed. The Town of Paradise shall provide reminder notices to residents informing them of their responsibility to provide information about changes in family

income or composition that are necessary to properly complete an annual recertification. The notification shall be in writing and shall include a list of information that residents are required to bring with them to their recertification interview. This list shall include documentation needed to support the recipients' household income as well as documentation to support any deductions they may be eligible to receive.

All recipient households are subject to annual recertification. The Town of Paradise shall annually recertify all tenants that receive TBRA assistance. This is not an option but a requirement to receive assistance.

The annual recertification process begins 120 days prior to the recipient household's effective assistance/move-in date. Recipients will interview with the Town of Paradise or its designee to determine continued eligibility on the project. Information reported in the interview will be verified by sending out third-party verification forms. The recertification process is a time-sensitive process. Timely completion includes the issuance of the required 30-day notice of a rent change.

The annual recertification must be completed by the 10th day of the eleventh month following the recipients' last annual recertification or assistance/move-in certification.

Interim Recertification

To ensure that recipients pay rents commensurate with their ability to pay, recipients must supply information requested by the Town of Paradise for use in an interim recertification of family income and composition in accordance with HOME TBRA requirements.

1. Recipients must notify management when:
 - a. A household member moves out of the unit;
 - b. The household proposes to move a new member into the unit;
 - c. The household's income cumulatively increases by ten percent (10%) or more per month.
 - d. An adult member of the household who becomes unemployed or employed.

2. Recipients may request an interim recertification if circumstances occur since the last recertification that may affect their TBRA assistance payment. Changes a recipient may report include the following:
 - a. Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed household member, and loss or reduction of welfare income;
 - b. Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
 - c. Other changes affecting the calculation of a household's annual or adjusted income including, but not limited to, a household member turning 62 years old, becoming a full-time student, or becoming a person with a disability.

If the Town of Paradise learns that a recipient household has failed to report a change in income or family composition, the following steps will be taken:

- a. Refer the recipient to the lease and/or TBRA Eligibility Agreement clauses that require the interim recertification;
- b. Give the recipient ten (10) calendar days to respond to the notice; and
- c. Inform the recipient that his or her assistance may change.

Once the recipient household responds to the notice and supplies the required information, or if a recipient household reports a change and initiates an interim recertification, the Town of Paradise will process the recertification and will implement changes as follows:

- a. TBRA Assistance Increases (tenant share decreases): the Town of Paradise will implement any resulting TBRA assistance increase effective the first of the month following the date that the change/action occurred.
- b. TBRA Assistance Decreases (tenant share increases): Any resulting TBRA assistance decrease will be implemented effective the first day of the month following a 30-day notice.

If the recipient household fails to respond within ten (10) calendar days, the Town of Paradise may terminate assistance with a written 30-day notice.

Violence Against Women Act (VAWA)

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Dating Violence means violence committed by a person:

- A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) the length of the relationship;
 - (ii) the type of relationship; and
 - (iii) the frequency of interaction between the persons involved in the relationship.

Stalking means:

- A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or (ii) to place under surveillance with the intent to kill, injure, or intimidate another person; and
- B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Immediate Family Member means, with respect to a person:

- A) a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or
- B) any other person living in the household of that person and related to that person by blood or marriage.

The VAWA protections apply to families applying for or receiving rental assistance payments under the HOME TBRA Program. An applicant cannot be denied admission because he/she has been a victim of domestic violence, dating violence or stalking. Domestic violence, dating violence or stalking is not good cause for the eviction of the

victim of that violence. An incident of actual or threatened domestic violence, dating violence, or stalking does not qualify as a serious or repeated violation of the lease nor does it constitute good cause for terminating the assistance, tenancy or occupancy rights of the victim. Furthermore, criminal activity directly relating to domestic violence, dating violence or stalking is not grounds for terminating the victim's tenancy. The Lease Addendum must contain language that makes it clear that domestic violence, dating violence or stalking is not good cause for evicting the victim of that violence. Applicants who are or have been victims of domestic violence or stalking or encouraged to complete the HUD approved Certification of Domestic Violence, Dating Violence or Stalking (Form HUD-91066). The Program Operator will allow the landlord to bifurcate or divide the lease as a matter of law so that certain offending tenants can be evicted or removed while the remaining household member's lease and occupancy rights are allowed to remain intact.

Eligibility Agreement

The Town of Paradise will issue an Eligibility Agreement to the recipient which will allow the recipient to remain in their unit and/or locate an acceptable unit, when a recipient's current unit is not eligible, based on its condition or lack of rent reasonableness.

Special Accommodations and Compliance with Section 504 Requirements

The Town of Paradise is committed to providing all persons with equal access to its services, activities, education, and employment regardless of race, color, sex, sexual orientation, ethnic origin, gender identity, religion, disability, or age of any member of an applicant family. For a reasonable accommodation, please contact the Town of Paradise.

TOWN OF PARADISE

RESOLUTION NO. 16 - ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ADOPTING THE HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM
GUIDELINES.**

WHEREAS, the Paradise Town Council adopted Resolution 14-19, "A Resolution of the Town Council of the Town of Paradise Authorizing Submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and if selected, the execution of a standard agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program; and

WHEREAS, the Town of Paradise was awarded a HOME grant of \$1,000,000 on November 19, 2014, of which \$100,000 is allocated for a Tenant-Based Rental Assistance Program; and

WHEREAS, the Town Council now desires to adopt the HOME Tenant-Based Rental Assistance Program guidelines, recommended by the State of California Housing & Community Development HOME Program.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARADISE
DOES HEREBY RESOLVE AS FOLLOWS:**

1. The Town Council hereby adopts the HOME Tenant-Based Rental Assistance Program Guidelines dated May 31, 2016, as shown in the attached as Exhibit A.
2. This resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of June 2016 by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

Jody Jones, Mayor

ATTEST:

Joanna Gutierrez, Town Clerk

APPROVED AS TO LEGAL FORM:

Dwight L. Moore, Town Attorney



TOWN OF PARADISE
Council Agenda Summary
June 14, 2016

AGENDA NO. 6(e)

ORIGINATED BY: Kate Anderson, Housing Program Supervisor

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Agreement Between the Town of Paradise and the Housing Authority of the County of Butte for Use of HOME Funds for the Town's Tenant-Based Rental Assistance Program

COUNCIL ACTION REQUESTED: Adopt Resolution No. 16 - ____ “A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT BETWEEN THE TOWN OF PARADISE AND THE HOUSING AUTHORITY OF THE COUNTY OF BUTTE FOR USE OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS FOR THE TOWN'S TENANT-BASED RENTAL ASSISTANCE PROGRAM.”

BACKGROUND: The Housing Authority of the County of Butte (HACB) is a non-profit public agency incorporated in 1946. Its mission is to assist low- and moderate-income residents of Butte County to secure and maintain quality, affordable housing. The Housing Authority of the County of Butte has been administering the City of Chico Tenant-Based Rental Assistance program since 1997. Chico's program is a self-sufficiency model whereas the participants receive rental assistance as they work with supportive services toward establishing independence.

DISCUSSION: According to City Data, 58.2% of renters in Paradise are below the poverty level. A self-sufficiency Tenant-Based Rental Assistance (TBRA) program can assist these households in breaking the cycle of poverty. A case manager will assist the applicant in developing a plan that includes specific, tangible goals in education, professional development, financial planning and overcoming personal obstacles. Participants will receive rental assistance for up to 12 months, during which time the case manager meets regularly with the participant to proactively address any problems and report the participant's progress to the TBRA committee every three months. The goal of the program is self-sufficiency after the 12 month assistance period.

RECOMMENDATION: Staff recommends that Council adopt the Agreement between the Town of Paradise and the Housing Authority of the County of Butte for Use of HOME Funds for the Town's Tenant-Based Rental Assistance program.

FISCAL IMPACT: The adoption of this agreement does not precipitate any action or condition that will cause any additional impact to the Town. If this agreement is adopted, the Housing Authority of the County of Butte will begin administering the Town's pilot Tenant-Based Rental Assistance program on July 1, 2016.

AGREEMENT BETWEEN THE TOWN OF PARADISE AND HOUSING AUTHORITY OF THE COUNTY OF BUTTE FOR USE OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDS FOR THE TOWN'S TENANT-BASED RENTAL ASSISTANCE PROGRAM

THIS AGREEMENT, is made and entered into this first day of July, 2016, by and between the Town of Paradise, a municipal corporation ("Town") and the Housing Authority of the County of Butte, a public corporation created pursuant to Chapter 34200 of the Health and Safety Code ("Housing Authority").

WHEREAS, in response to local social service organizations request to the Town that it fund temporary rental assistance to assist households participating in self-sufficiency and crisis management programs, the Town has agreed to allocate \$93,000 of its 2014 Home Investment Partnerships (HOME) Program grant fund for a tenant-based rental assistance program; and

WHEREAS, Housing Authority operates the Section 8 Program which assists low-income households obtain affordable rental housing; and

WHEREAS, the Town has allocated \$20,000 of its Activity Delivery Costs and State Recipient Administration funds for the administration and operation expenses incurred in the operation of a Tenant-Based Rental Assistance program (TBRA Program) as set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by Housing Authority and Town as follows:

1. PROGRAM AND SERVICES.

Housing Authority will administer the TBRA Program as set forth in attached Exhibit "A", entitled "Statement of Services for Use of Town of Paradise HOME Funds for Tenant-Based Rental Assistance Program."

2. TERM/TERMINATION.

The term of this Agreement shall be for that period set forth in Exhibit "A". If the Town, at its sole discretion, approves subsequent funding of Housing Authority, this Agreement may be extended by an amendment signed by both parties. Notwithstanding the above, Town may, at its sole discretion, terminate this Agreement and Housing Authority's funding upon sixty (60) days written notice if Town does not have adequate funding available for payment pursuant to this Agreement. In addition, the Town may terminate this Agreement upon fifteen (15) days written notice if Housing Authority fails to adequately perform its obligations under this Agreement. Housing Authority may terminate Agreement at any time subject to Housing Authority first complying with all applicable provisions of this Agreement.

3. FUNDING.

Funding for the term of the Agreement shall be the amount allocated and approved by the Town Council set forth in Exhibit "A".

4. USE OF FUNDS.

Use of Town's funds allocated hereunder to Housing Authority shall be subject to the following express terms and conditions:

- a. Any funds paid to Housing Authority shall be used solely for the purposes set for in Exhibit "A".
- b. All expenditures of Town funds by Housing Authority shall be made strictly within the limitations of the Office of Management and Budget (OMB) Circular A-87 entitled Cost Principles for State, Local and Indian Tribal Governments and the Uniform Requirements of Financial Management Systems in 24 CFR, Part 85, receipt of a copy of each which is hereby acknowledged by Housing Authority.
- c. Funds paid hereunder shall be expended solely for the benefit of low- income Town residents participating in the self-sufficiency or crisis-management program.
- d. Housing Authority shall render services utilizing funds paid by Town hereunder only to recipients meeting appropriate eligibility criteria as set forth in Section 24 of the Code of Federal Regulations, Part 570, Subpart C, a copy of which has been furnished to Housing Authority.
- e. Housing assisted with HOME funds shall meet the property standard set forth in Section 92.251 of the HOME Regulations and the lead-based paint requirements in Section 92.355 of the HOME Regulations.
- f. Housing Authority shall comply with affirmative marketing procedures including the requirements in Section 92.351 of the HOME Regulations.
- g. Notwithstanding anything herein above to the contrary, any exceptions or special provisions relating to this Agreement shall be as set forth in Exhibit "A".

5. DISBURSEMENT OF FUNDS.

Housing Authority shall receive payment for such funds on a monthly basis contingent upon Town's receipt of a completed Monthly Disbursement Request, as shown in Exhibit "B". Payment shall be subject to submission by Housing Authority and approval by the Town Manager of any documents required pursuant to this Agreement.

Rental assistance and payments, as well as administrative services, provided under this Agreement shall be provided from the Tenant-Based Rental Assistance activity of Town's HOME Program. In accordance with HOME Regulations, payment for services shall be made monthly after services have been rendered within 45 days after submittal of a complete report as required by this section.

6. DOCUMENTS, REPORTS AND RECORDS.

- a. Housing Authority shall at all times maintain a complete and current set of financial and statistical records of all its activities, which shall include, but shall not be limited to, those specifically set forth below and otherwise mentioned herein, and which shall in particular

reflect clearly the application and use of funds paid to it by Town. All such records shall be in a form satisfactory to the Town Manager and the Finance Director, or their designees, at any reasonable time during the normal and usual business hours of Housing Authority.

- b. Recognizing that Housing Authority may from time to time render services to recipients which are highly personal and confidential in nature, Town in its dealings with Housing Authority, will at all times maintain the confidentiality of those records and will not require a public record to be made or provided that will serve to violate the confidentiality requirements of Housing Authority. Any inspection or audit shall be made by the Town Manager, Finance Director or their designees.
- c. Housing Authority shall submit to Town any independent audits of its program within thirty (30) days of receipt. Such audits may be used by Town in place of or in addition to any audit performed by Town.
- d. Housing Authority shall retain all documents pertaining to this Agreement for a period of three (3) years after this Agreement's termination (or for any further period that is required by law) and until all Federal and Town audits are complete and exceptions resolved for the Agreement's funding period. Upon request, Housing Authority shall make these records available to authorized representatives of the Town, State and the United States Government.

7. ON-SITE MONITORING.

PROGRAMMATIC: Authorized representatives of HUD, HCD and the Town shall have the opportunity to monitor Housing Authority's performance under this Agreement at the site where such performance is being conducted to ensure that the program is meeting the requirements of the Agreement. Such monitoring may include but is not limited to observation of services provide, interviews with Housing Authority personnel and staff involved in project operation and validation of source data used in the preparation of report to the Town.

The Town will advise Housing Authority in writing of any monitoring concerns or findings within fifteen (15) days after a monitoring visit. Housing Authority shall respond to the concerns/findings within ten (10) days.

8. HOLD HARMLESS CLAUSE.

Housing Authority shall defend, indemnify and hold Town, its officers, boards and commissions, and members thereof, its employees and agents, harmless of and free from any and all liabilities which might arise out of or relating to this Agreement. Should Town or any of its officers, boards and commissions, and members thereof, its employees, volunteers or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, Housing Authority shall defend Town and said officers, boards and commissions, and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them. If a claim or lawsuit for damages is filed against Town, its boards,

commissions, members, employees, volunteers or agents for any work under this Agreement by the Housing Authority, Town will forward the claim immediately to the Housing Authority for defense of Town by the Housing Authority. Housing Authority shall be solely responsible for the payment of all defense costs, settlement costs or judgments.

9. INSURANCE PROVISIONS.

Concurrently with the execution of this Agreement, Housing Authority shall, at its sole cost and expense, obtain commercial general liability insurance and such additional insurance as set forth on Exhibit "A" from one or more U.S. domiciled insurance companies licensed to do business in the State of California with a Best rating of "A" or better, which insures Town, Town's boards and commissions and members thereof, and Town's officers, employees, and agents against any liabilities arising out of this Agreement and/or Housing Authority's use of Funding as provided for by this Agreement. All such insurance shall be in the form or forms approved by the Town, shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with a maximum policy deductible of \$500, and shall include policy endorsements which name Town, Town's boards and commissions and members thereof, and Town's officers, employees, and agents as additional insureds under the coverage afforded, and that such insurance is primary to any other insurance available to Town. In addition, such insurance shall include a severability of interests (cross liability) clause and shall afford to Town at least 30 days prior notice of cancellation or material change in coverage.

Upon execution of the Agreement, a copy of the insurance policy or policies required herein shall be delivered by Housing Authority to Town for approval as to form and sufficiency. Upon request of Town, Housing Authority also shall furnish Town with a certified copy of the Memorandum of Coverage issued by Housing Authority's risk sharing pool detailing the coverage, conditions and exclusions of its liability coverage program.

10. LEGAL COMPLIANCES.

Housing Authority shall at all times during the term of this Agreement comply with all legal requirements, including any applicable Federal, State or Town regulations, and shall secure at its full cost and expense any and all permits, applications or other requirements in connection therewith.

11. NON-DISCRIMINATION CLAUSE.

a. Housing Authority shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of sex, race, creed, color, national origin, age, marital status or disability. This requirement shall apply to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. No person shall, on the ground of race, sex, creed, color, national origin, age, marital status or disability, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers hereunder duly authorized, have executed this Agreement the day and year herein above first written.

HOUSING AUTHORITY
OF THE COUNTY OF BUTTE

TOWN OF PARADISE

By: _____
Edward S. Mayer,
Executive Director

By: _____
Lauren M. Gill,
Town Manager

APPROVED AS TO FORM:

By: _____
Dwight L. More,
Town Attorney

EXHIBIT "A"
STATEMENT OF SERVICES FOR USE OF
TOWN OF PARADISE HOME FUNDS FOR THE
TENANT-BASED RENTAL ASSISTANCE PROGRAM

Name of Provider: Housing Authority of the County of Butte

Address: 2039 Forest Avenue, Suite 10, Chico, CA 95928

Telephone: (530) 895-4474

Contact Person/Title: Edward S. Mayer, Executive Director

Term of this Agreement: July 1, 2016 to June 30, 2017

SERVICES TO BE PROVIDED TO LOW-INCOME HOUSEHOLDS LOCATED IN THE TOWN OF PARADISE:

1. This Agreement provides funding for administrative, staffing, and professional service expenses incurred in the operation of the tenant-based rental assistance activity of the Town of Paradise's HOME Program.
2. This Agreement provides for disbursement of rental assistance payments to participating landlords in accordance with Tenant-Based Rental Assistance Program Housing Assistance Payment Agreement.

HOME PROGRAM BUDGET:

The following budget represents funds allocated from the 2014 HOME grant for Program Administration, Activity Delivery and Rental Assistance Payments for the tenant-based rental assistance program.

1. Program Administration and Activity Delivery	\$20,000.00
2. Rental Assistance Payments	\$93,000.00

TOTAL BUDGET: \$113,000.00

DISBURSEMENT CONDITIONS: Subject to submission of complete disbursement information, similar in form and content to Exhibits B, C and D to this Agreement, on a monthly basis, Town will reimburse Provider \$60 per month for each subsidy provided to a HOME Program-eligible tenant and \$50 for each housing unit inspection performed during the month from the Administration/Activity Delivery Budget. Additionally, Town will reimburse Provider for Rental Assistance Payments paid during the same month.

EXHIBIT "B"
MONTHLY DISBURSEMENT REQUEST
TOWN OF PARADISE TENANT-BASED RENTAL ASSISTANCE PROGRAM

Disbursement Request Number _____ **Period Ending** _____

- 1) Total number of households assisted _____
- 2) Number of new households assisted _____
- 3) Number of subsidy payments terminated _____
- 4) Total number of subsidy payments issued _____
- 5) Total number of inspections performed _____

SUBSIDY REQUEST

- 6) Total dollar amount of subsidies paid during reporting period _____

ADMINISTRATIVE REQUEST

- 7) Administrative Fee (total # of subsidies [line 4] x \$60) _____
- 8) Inspection Fee (total # of inspections [line 5] x \$50) _____

TOTAL REQUEST _____

REQUIRED DOCUMENTATION

- A completed Tenant-Based Rental Assistance Request Form (Exhibit "C") for each household receiving assistance.
- Expense Summary of households receiving assistance and administrative expenses during the reporting period (Exhibit "D").
- Documentation of housing inspections performed during the period.
- Narrative report for each completed subsidy contract which includes a description of family circumstances and the results of the assistance provided.

Pursuant to the Agreement between the Town of Paradise and the Housing Authority of the County of Butte, the Housing Authority is hereby requesting reimbursement of: \$ _____ .00 for the Tenant-based Rental Assistance Program.

Edward S. Mayer, Executive Director

Date

EXHIBIT "D"
 MONTHLY DISBURSEMENT SUMMARY
 TOWN OF PARADISE TENANT-BASED RENTAL ASSISTANCE PROGRAM
 For Period Ending _____

Date _____

HAP Contract Number	Total Subsidy Obligated	Total # Months	Subsidies Disbursed this Period	Subsidy Balance Available	Unit Inspection
TOTAL					

Rental Assistance Funding Summary:

Administrative Expense Summary:

Total Rental Assistance Funds	_____	\$93,000.00	Total Admin. Funds	_____	\$20,000.00
Obligated Subsidy Balance avail	_____		Admin. Expended to date	_____	
Total Disbursed YTD	_____		Admin. Exp. this Period	_____	
Balance Available to Obligate	_____		Admin. Balance Available	_____	

**TOWN OF PARADISE
RESOLUTION NO. 16 - ____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT BETWEEN
THE TOWN OF PARADISE AND THE HOUSING AUTHORITY OF THE COUNTY OF
BUTTE FOR USE OF HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)
FUNDS FOR THE TOWN'S TENANT-BASED RENTAL ASSISTANCE PROGRAM.**

WHEREAS, the Paradise Town Council adopted Resolution 14-19, "A Resolution of the Town Council of the Town of Paradise Authorizing Submittal of an application to the California State Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and

WHEREAS, the Town of Paradise was awarded a HOME grant of \$1,000,000 on November 19, 2014, of which \$100,000 is allocated for a Tenant-Based Rental Assistance Program; and

WHEREAS, the Town Council now desires to approve an agreement between the Town of Paradise and the Housing Authority of the County of Butte for use of HOME Funds for the Town's Tenant-Based Rental Assistance program.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF PARADISE
DOES HEREBY RESOLVE AS FOLLOWS:**

1. The Town Council hereby authorized the Town Manager to execute the agreement between the Town of Paradise and the Housing Authority of the County of Butte for use of HOME Funds for the Town's Tenant-Based Rental Assistance program, as shown in the attached as Exhibit A.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of June 2016 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Jody Jones, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Joanna Gutierrez, Town Clerk

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: June 14, 2016**

Agenda Item: 6(f)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Approved by: Lauren Gill, Town Manager
Subject: 2015/16 Operating and Capital Budget Status Update and 2016/17 Operating and Capital Budget Planning

Council Action Requested:

Review and file the financial information provided by staff concerning:

1. The 2015/16 Operating and Capital Budget Update
2. Measure C Citizen Oversight Committee recent meeting
3. Budget planning process for fiscal year 2016/17

Background:

The 2015/16 operating and capital budget was adopted June 29, 2015, and at this point, the Town has nearly 83% of all related transactions recorded. The budget report provided to Council in May 2016 indicated that most budget projections were in-line with original estimates and that some show modest improvement.

On February 25, 2016, a special Town Council Meeting was held to determine Council's priorities for the 2016/17 fiscal year budget. At that time, staff asked Council to prioritize the projects in order of importance, and strongly intimated that only the top 4-6 items would be realistically accomplished with current staffing levels and minimal resources. The following list was created as part of that process and in order of priority:

1. *CAL FIRE Contract Renewal
1. *Northern Recycling and Waste Services Franchise Agreement
1. *Paradise Sewer Project
1. *Town-wide Personnel Structure
2. Business Identification/License
3. Master Fee Schedule
4. Facilities Best Use/Deferred Maintenance
5. Tourism/Economic Development
6. Increased Traffic Enforcement
7. Review Code Enforcement and Animal Control Processes
8. \$175,000 for Animal Shelter Addition

(*These items are required or currently underway, but still count as priority items to be undertaken by staff during the 2016/17 fiscal year.)

These priorities were considered and the process for adopting the 2016-17 operating and capital budget is in its final stages. Departments have completed their budget requests and the preliminary budget has been compiled, drafted and provided to Town Council for review. Staff met with the Measure C Citizen Oversight Committee several times and the committee is supportive of the preliminary Measure C budget. Further, after many years of salary concessions and no COLA since 2007, management has reached tentative agreement through negotiations with four of the five employee groups and has included those numbers in the preliminary budget.

Discussion:

General Fund (1010):

Outside of Measure C resources, the General Fund is expected to end the 2015/16 fiscal year with revenues exceeding expenditures (net income) of a modest \$129,380. The Town continues to budget conservatively and management continues to look for operating efficiencies and fiscal controls over spending. For perspective 1% of the budget is equal to about \$106,000. The following shows the evolution of the General Fund Net Income for 2015/16:

Adopted Budget	\$1,237
1 st Quarter Amended Budget	(\$14,228)
Mid-Year Amended Budget	\$16,364
3 rd Quarter Amended Budget	\$105,300
Estimated Actual	\$129,380

As has been projected, there will be moderate increases to revenues in 2016/17. This increase will be fully consumed by increases in expenses and the need to provide a COLA for employees. As a reminder, employees gave several years of salary and benefit concessions and the last across the board COLA was in 2007. The preliminary budget includes a deficit of \$35,213. The Town will dip into its unassigned cash flow reserves for this amount. With its practice of conservative budgeting and strong fiscal controls, staff is optimistic that this deficit can be cured by the end of the 2016/17 fiscal year.

Measure C Citizen Oversight Committee

At the May 24, 2016, meeting, the Measure C committee discussed at length Council's priorities and the items recommended by departments and management for the 2016/17 Measure C budget. They recognized that there are many unmet needs and conflicting priorities. Because of the timing of an approved capital improvement project and increased revenue projections, Measure C will end the fiscal year with about \$213,226 in unassigned/contingency funds; however, the proposed budget will use a good portion of that and reduce this amount to \$109,669 by the end of the 2016/17 fiscal year. It is imperative to keep in mind that our future capital improvement projects and road grants all require some sort of match or additional funding. Also, Town-owned facilities, including our roadways, have been neglected for so long, it is important to have some

Measure C cash reserve for critical projects. Gas tax funds will be unable to fund the necessary improvements.

Following is the preliminary 2016/17 Measure C budget (additions/changes are highlighted):

		Totals
Animal Control		
Fund increased hours for Animal Control Officer	\$30,617	
Advanced training for Animal Control Officer	1,500	
Leadership course for Animal Control Supervisor	1,000	
Animal control system (Chameleon) Training	1,000	
Plastic raised beds for dogs and cats	2,700	
Metal dog bowls	200	
Protective cover for washing machines	1,500	
Air conditioner unit	400	
Four Animal Isolation Units	7,000	
Online dog licensing	10,000	
Infrastructure – concrete repair	8,000	\$63,917
Fire Department		
Maintain current staffing levels for CAL FIRE contract	\$150,000	
Type 1 Fire Engine – Yr 2 of 6	86,632	
Apparatus replacement fund contribution	50,000	
Matching funds for SCBA replacements	3,500	
Multi-Gas Monitor	2,000	
Station 81 Storage Wall	1,470	
Station 82 Safety Door Replacement	2,000	
Blower for engine 82	1,500	
Tool bracket fabrication for engine 82	2,000	\$299,102
Police Department		
2 nd Detective (Includes salary and benefits)	\$160,584	
Purchase three police cars with future funding	100,000	
Body cameras and hardware – Yr 2 of 5	5,917	
Officer Training	15,000	
K-9 Program training, food and veterinary costs	10,000	
Lieutenant Transition Plan	15,000	
Sponsor 2 trainees through police academy ((1) Jan-June & (1) July – Dec)	34,000	
Emergency 9-1-1 MIS	10,000	
Patrol Cameras w/ durable cases (20)	3,000	
Training for new lieutenants	6,575	

RIMS conference for Lieutenant	1,425	
Sawmill Peak communication study	3,000	
Facility Repair – men’s locker room floor	5,000	
2 nd Phase of Siding Replacement	40,000	\$409,501
Public Works		
2016 road rehabilitation (asphalt overlay and striping) of many main roads	\$500,000	
Road and drainage improvements on Pearson Road (2015/16 carry forward)	200,000	700,000
Grand Total		\$1,472,520

Building Safety and Wastewater Services (2030):

The trend continues of improved development in the community. The fund will end the fiscal year with a good healthy reserve of \$457,288. However, the 2016/17 budget shows that the fund will use about \$39,731 of the reserve to operate. The revenues for this fund are budgeted very conservatively given the inability to identify develop projects during budgeting. Management is currently evaluating the staffing needed to maintain services effectively and efficiently and to make the best use of our technology and resources. Adjustments/changes may be required in the future to best serve the needs of our community.

Animal Control Services (2070):

A permanent funding solution has still not been found to maintain Animal Control Services in the long run. PASH is generously contributing about \$12,000 annually toward shelter operations, and Measure C is also contributing toward operations and facility issues. Over \$14,000 will be transferred from the Animal Control donation fund this 2015/16 fiscal year and over \$28,000 is needed for the 2016/17 fiscal year. This leaves one more year of funding for 2017/18 operations as they currently exist. Current services are in jeopardy if we do not find a way to increase revenues to this fund.

Gas Tax/Street Maintenance (2120):

As Council is aware, reduced gasoline prices have negatively impacted the resources available for street maintenance operations within the Town. The Town will use about \$135,626 of reserves this 2015/16 fiscal year to maintain operations and contribute some to capital improvement projects. To maintain adequate reserves for the future, the 2016/17 budget has completely removed capital improvement project contributions. The next few years or until gas tax revenues increase, funds to leverage capital improvement project grants will need to be funded by Measure C or available transit funds. The fund will use \$96,080 in reserves for 2016/17 operations. This leaves a reserve of \$206,567 or 18%.

Conclusion:

In conclusion, the Town continues to be fiscally conservative and prudent in its ongoing operations and financial practices. Measure C is the lifeline that allows the Town to move cautiously forward with critical replacements, repairs and service maintenance and enhancements. The 2015/16 fiscal year will end principally as expected with no major positive or negative surprises. A modest amount will be added to the general fund cash flow reserves for 2015/16 but a small portion will be used to balance the 2016/17 budget. The finances for Animal Control and Gas Tax/Street Maintenance funds will be carefully monitored during 2016/17 and until permanent long term financing stabilizes for these funds.



Measure "C" Citizen Oversight Committee 2016/17 Transaction and Use Tax Budget

In compliance with Ordinance No. 545, the Committee hereby agrees with the following recommendations regarding how the proceeds from Measure "C" shall be used to provide for local public services as proposed by the Town Departments and in alignment with Town Council priorities:

		Totals
Animal Control		
Fund increased hours for Animal Control Officer	\$30,617	
Advanced training for Animal Control Officer	1,500	
Leadership course for Animal Control Supervisor	1,000	
Animal control system (Chameleon) Training	1,000	
Plastic raised beds for dogs and cats	2,700	
Metal dog bowls	200	
Protective cover for washing machines	1,500	
Air conditioner unit	400	
4 Animal Isolation Units	7,000	
Online dog licensing setup	10,000	
Infrastructure – concrete repair	8,000	\$63,917
 Fire Department		
Maintain current staffing levels for CAL FIRE contract	\$150,000	
Type 1 Fire Engine – Yr 2 of 6	86,632	
Equipment replacement fund	50,000	
Matching funds for SCBA replacements	3,500	
Multi-Gas Monitor	2,000	
Station 81 Storage Wall	1,470	
Station 82 Safety Door Replacement	2,000	
Blower for engine 82	1,500	
Tool bracket fabrication for engine 82	2,000	\$299,102
 Police Department		
2 nd Detective (Includes salary and benefits)	\$160,584	
Purchase three police cars and equipment with future funding	100,000	
Body cameras and hardware – Yr 2 of 5	5,917	
Officer Training	15,000	
K-9 Program training, food and veterinary costs	10,000	
Lieutenant Transition Plan	15,000	
Sponsor 2 trainee through police academy (1 Jan – June & 1 July – Dec)	34,000	
Emergency 9-1-1 MIS	10,000	



Measure "C" Citizen Oversight Committee 2016/17 Transaction and Use Tax Budget

Patrol Cameras w/durable cases (20)	3,000	
Training for New Lieutenants	6,575	
RIMS Conference for Lieutenant	1,425	
Sawmill Peak communication study	3,000	
Facility Repair – Men's Locker Room Floor	5,000	
2 nd Phase of Siding Replacement	40,000	\$409,501

Public Works

2016 road rehabilitation (asphalt overlay and striping) of many main roads	\$500,000	
Road and drainage improvements on Pearson Road (2015/16 carry forward)	200,000	700,000

Grand Total

\$1,472,520

Approved By: _____

Kirk Trostle, Chairperson

May 24, 2016



**Town of Paradise
Council Agenda Summary
Date: June 14, 2016**

Agenda Item: 6(g)

Originated by: Gabriela Tazzari-Dineen, Chief of Police
Josh Marquis, IT Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Purchase HLP, Inc. (Chameleon) Software Web Licensing Add-on

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

- (1) Authorize the Town Manager to enter into an agreement to purchase from HLP, Inc. the Web Licensing add-on to our existing Chameleon/CMS product.

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

For the past several years, the number of dogs licensed in the Town of Paradise has remained consistently low relative to the number of dogs estimated to reside within the Town. The five year average of dogs licensed through Animal Control is 874; however, a conservative estimate of the number of dogs residing in the Town of Paradise is in the low thousands.

Currently, dog owners can obtain a dog license by physically going to the Animal Control Shelter or to Town Hall. That being said, both locations are open during business hours which may create a conflict with the owners' work schedule. It is also possible to download the license application form from the Town website, however this form must be printed and either mailed to or delivered to Animal Control or Town Hall in person.

Another way of obtaining a dog license is through a few Veterinarian offices that have partnered with the town to assist in dog licensing. Although their support is much appreciated, licensing is not their main function and therefore licensing via the veterinarian office has shown a minimal increase.

The Animal Control Division has been understaffed for several years and although currently there are 2 Animal Control Officers working 6 days a week, the day to day operations and work load prevent them from conducting pro-active dog licensing compliance checks. The Animal Control Officers seek every opportunity on calls for service or complaints to educate and/or enforce dog licensing requirements; however, this effort only reaches a small percentage of the dog owner population. The Shelter Assistant is tasked with mailing renewal notices to owners who are currently licensed, and when possible follow up contact is initiated if the renewals are not received but

again, staff has limited time to be pro-active. In cases where follow up contact is made and the owner does not license their dog, citations are issued for non-compliance.

Although every effort is made to gain compliance with dog licensing, staff and dog owners continue to encounter obstacles that prevent or make it difficult for dogs to be licensed in the Town of Paradise

Discussion:

The Animal Control Division believes that there are a number of public safety goals accomplished by attaining compliance with the requirement for dogs to be licensed. Foremost, proof of a current rabies vaccination is required to obtain a license and compliance with this vaccination is a matter of public health and California State Law. Secondly, if a dog escapes, the owner can be efficiently tracked down without encumbering the cost of kenneling (impounding) the animal until the owner can be located. And, should a dog create a public health hazard, for example wandering in roadways or becoming aggressive towards members of the public, the responsible owner can be effectively educated regarding the responsibilities of dog ownership and any necessary enforcement action can be taken.

By providing the opportunity for responsible dog owners to complete the licensing transaction entirely online in one transaction, from application to payment, the Town will provide accessibility to citizens 24 hours a day, 7 days a week. This allows responsible owners to properly license their dogs anytime that they are available to do so, without additional steps to write a check and mail the application, or turn it in to the Shelter or Town Hall.

Additionally, with the proposed system, when a citizen enters their information into the application, their information and their dog's information are entered directly into the existing Animal Control computer system. This eliminates the extra step for Staff to manually enter the information. With the proposed system, Staff will still need to review, verify and approve the information entered for accuracy.

The option of online dog licensing in this manner meets the Town's objective of providing availability to citizens to accomplish Town business online with 24 hour accessibility and it will increase dog licensing; which is a matter of public safety.

Fiscal Impact Analysis:

The initial set-up fee and first year service fee is \$13,840.00. Council has already approved \$10,000 to be allocated from Measure C funds. The remaining \$3,840 will be paid allocated from the Animal Control budget. The \$3,840.00 Annual Service fee would be ongoing once the system is live.

Online licenses will cost the Town \$0.45 per transaction in banking fees on top of the normal credit card fees. The average number of transactions over the previous 5-years is 874. If 100% of those licenses were purchased online the additional transaction fees would total \$393.08.

CONTRACT

CHAMELEON WEBLICENSING SERVICES

THIS CONTRACT is being entered into this _____, 2016 (the "Effective Date") by and between the Town of Paradise, a political subdivision of the State of California (hereafter "Client"), and HLP, Inc., an Arizona corporation (hereafter "HLP").

Section A – Agreement Form

This Contract consists of Sections A through G of this document. The subject matter of this Contract is the purchase of an online animal licensing service by the Client through the use of HLP's WebLicensing.

Section B – Term

B-1 Initial Term

The Initial Term of this Contract shall commence on the Effective Date and continue for a period of one (1) year.

B-2 Renewal

This Contract shall renew for additional one (1) year terms if Client provides written notice to HLP at least thirty (30) days prior to the expiration of either the Initial Term or the current term if the Contract was renewed. If HLP proposes to make adjustments to WebLicensing fees, HLP shall provide written notice to Client at least sixty (60) days prior to the expiration of either the Initial Term or the current term if the Contract was renewed.

Section C – Scope of Services

C-1 WebLicensing Services

HLP shall provide Client with WebLicensing services to allow new and renewal license purchases online via credit card through HLP's LicensePet.com as follows:

- a) Initial Custom Set Up Services
 1. Determine descriptive information to be displayed for person, animal identification.
 2. Analyze/code license types by jurisdiction (altered, unaltered, dogs/cats, seniors, etc).
 3. Analyze/code rules for late fees.
 4. Analyze/code rules for documentation and exception handling (vaccination certificates, sterilization certificates, etc).
 5. Modifications of HLP's LockBox Plus program to incorporate above rules. The customized LockBox Plus program will be delivered approximately one week after the "go live" date.
 6. Setup/customization is limited to the items specified above. Any other customization will be bid separately.
- b) WebLicensing Processing Services
 1. Animal license renewal information is transmitted (encrypted) via HLP's KnowledgeRocket application from the Client's Chameleon database.
 2. HLP will transmit (encrypted) completed licensing data back to the Client's Chameleon database on a daily basis. Licensing data will be updated via HLP's LockBox Plus program. Old

licenses will be renewed; new licenses and receipts will be created. New licenses will be processed via HLP's LockBox Plus.

3. Monies obtained online will be directly deposited into the Client designated bank account by the licensee's bank at settlement from the payment processor. Once HLP has obtained an authorization code from the payment processor, the transaction will be assumed to be complete.
 4. HLP will provide daily transaction summaries to the Client detailing the work completed.
 5. HLP will provide a report listing all transactions that require a new license tag for the use of the Client to send the license tags to their customers.
- c) WebDonation Services
1. HLP will accommodate online donations allowing the public to include a donation with the WebLicensing transaction or submit a new or additional donation at any time.
 2. Person records will be processed via HLP's LockBox Plus program, which matches the Donation records with existing person records in the database.
 3. Receipt (if requested), Donation, and Donor Profile records will be created.

C-2 Client Responsibilities

- a) License Processing
1. Client will ensure that the LicenseNo, PersonId, and AnimalId are on the license renewal notice.
 2. Client is responsible for handling inquiries from the public.
 3. Client agrees to provide a link on their website to the WebLicensing service.
 4. For the purposes of licensing online, Client will provide a bank account that uses the Authorize.net, CyberSource Secure Acceptance, Elavon Converge, FIS PayDirect, or Official Payments Co-Brand payment processor. Other payment processors may be acceptable, but will be evaluated on a case by case basis and subject to additional charges. Client remains responsible for any transaction fees that may be assessed by bank account provided.
 5. Client will be responsible for reconciling their bank statement with WebLicensing transactions. HLP will not keep credit card information. HLP will update Chameleon with the transaction_id and authorization code from the payment processor. The Crystal Close of Business report and other provided Crystal reports can be used to facilitate this task.

C-3 Implementation

Both parties agree that during implementation of the services described in Section C-1 and C-2 additional workflows may be developed as needed to facilitate the execution of each party's responsibilities.

Section D – Fees and Payment

D-1 Fees

Client shall pay HLP as follows:

- a) Initial Set-Up Fee
1. Initial set-up fee of \$10,000.00 shall be billed and payable as follows:
 - i. \$5,000.00 upon execution of the Contract. Initial setup shall commence upon payment receipt and is non refundable after implementation has begun.
 - ii. \$5,000.00 upon satisfactory completion of initial set-up.
- b) Annual Service Fee

1. Annual service fee of \$3,840.00 shall be billed and payable upon WebLicensing being placed in production. The annual service fee will be billed each year on the anniversary of WebLicensing being placed in production.
- c) Transaction Fee
1. Transaction fees at a rate of \$0.35 per license processed shall be billed and payable after the close of each month.

D-2 Payment

Submitted invoices for the Fees described in Section D-1 are due within thirty (30) calendar days of receipt of invoice. Late fees of two percent (2%) are applied sixty (60) days after invoice date.

Section E – Confidentiality

Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, customers, technology, and products. Confidential information will include, but not be limited to, each party's proprietary software, customer information, and the terms of this Contract. Each party agrees that it will not use confidential information in any way, for its own account or the account of any third party, nor disclose to any third party (except as required by law or to that party's attorneys, accountants, or other advisors as reasonably necessary), except as expressly permitted by this Contract. Each party will take reasonable steps to protect the confidentiality of such information to the extent allowed by law. If subcontractors are employed by either party, it is the responsibility of the employing party to ensure that any subcontractor agrees to protect confidential information with language at least as strict as that contained in this section.

Section F – Miscellaneous Provisions

F-1 Intellectual Property

Client grants HLP the right to use the Town of Paradise name and logo for use in performing the services outlined in this contract, specifically using the name and logo on the hosted website made available for collecting payments from customers. Neither party shall, by virtue of this Contract, acquire any ownership licensed or any other rights in any pre-existing software, documentation, processes, or intellectual or technological property of the other party.

F-2 Nonexclusive Agreement

It is agreed and understood by the parties that HLP is free to provide similar services to customers other than the Client pursuant to any separate agreements.

F-3 Legal Notice

- a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CLIENT: Town of Paradise FAX: _____
ATTN: ___Town Manager___

FOR HLP: HLP, Inc. FAX: (866) 844-3924
ATTN: Keith Brakey
9888 West Belleview Ave #110
Littleton, CO 80123

- b) The parties shall provide written notification of any change in the information stated above.
- c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

F-4 Relationship

The parties intend to create an independent contractor relationship and nothing contained in this Contract shall be construed to create among the parties a relationship of partners, joint ventures, principals, or employees of the other. No officer, director, employee, agent, or contractor of HLP shall be deemed an employee of Client. HLP assumes sole and full responsibility for the acts of its officers, directors, employees, and contractors. Neither party shall have any right, power, or authority, express or implied, to bind the other.

F-5 Indemnification

HLP assumes all responsibility for, and agrees to undertake, to protect, indemnify, defend and hold harmless the Client, the Town Council, each of its members, present and future, and its officers, employees, agents (collectively, the "Town") from any and all liabilities, losses, claims, suits judgments and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorney fees, arising out of or related to (i) Goods and Services provided pursuant to this Contract, or (ii) HLP's negligence.

F-6 Limitation of Liability

Except for a breach of Section E ("Confidentiality") or the performance of obligations in Section F-5 ("Indemnification"), neither HLP nor Client shall be liable for, nor will the measure of damages include, any indirect, incidental, special, or consequential damages or amounts for loss of income, profits, or savings arising out of or relating to its performance under this Contract.

F-7 Termination

During the term of this Contract, the Client may terminate the Contract for any reason by giving written notice of termination to HLP at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Contract shall be reduced in proportion to the services provided prior to the date of termination.

HLP's services will terminate if the Annual Service Fee or Transaction Fees are not paid and Client will be required to cease use of all HLP products associated with the WebLicensing services.

HLP shall not assign the services under this Contract without the prior written approval of the Client.

F-8 Severability

Should any provision of this Contract be deemed, for any reason, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this Contract.

F-9 Governing Law

This Contract shall be governed by and interpreted under the laws of the State of California.

F-10 Force Majeure

Neither party shall be held responsible for any delay or failure in performance under this Contract arising out of causes beyond its reasonable control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, acts of God, acts of regulatory agencies, or natural disasters.

Section G – Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

HLP, INC.

Town of Paradise

Signature

By: Keith Brakey
Title: Director of Finance

Date: _____

Signature

By:
Title:

Date: _____

Signature

By:
Title:

Date: _____



**TOWN OF PARADISE
Council Agenda Summary
June 14, 2016**

AGENDA NO. 7a

ORIGINATED BY: John J. Rawlings, Council Member

SUBJECT: Clarify Town Council Priorities relating to Animal Control Services

COUNCIL ACTION REQUESTED: Discuss and consider reprioritizing the revenues generated by the sales tax measure (Measure C funds) related to animal control services and consider appropriating funding as follows:

Allocate funding in a total amount \$170,000 from Measure C Funds in the 2016/2017 budget to upgrade the animal control facility, specifically, the construction of a 900 square foot building to sit immediately adjacent to the existing animal control facility in order to improve the animal control services department (17% of total Measure C Funds for one year).

DISCUSSION:

I am requesting that the Town Council reconsider the order of priorities for Measure C funds relating to improvement of the animal control facility. Our citizens need to be protected from the dangers and diseases associated with domestic and wild animals. I know there are people in our community who have suffered serious injury and have lost loved ones due to animal attacks. I know that domestic animals have brought diseases into our animal shelter which necessitated the euthanizing of 29 cats. I believe this occurred because of a lack of space at the current shelter that would have allowed for proper examination of the diseased animal.

Currently the animal control facility houses both dogs and cats under the same roof. The presence of the cats upsets the dogs, and the barking of the dogs upsets the cats. This increases the difficulty of proper assessment for treatment and subsequent socialization of the animals to prepare them for adoption. Building an additional facility would allow for separation of the animals, as well as open up room in the existing kennel to quarantine dangerous or vicious dogs.

Many animals, especially cats, are being turned away from our shelter, according to PASH, because of a lack of space for the animals. The cat area at the current shelter is very over-crowded which makes it extremely difficult for the volunteers to properly clean and sterilize blankets and cages.

The purpose of the shelter is to provide a safe place for animals to be adopted by members of the community. These adoptions provide comfort animals which should be free from disease and socialized in an environment that will prepare them for their new families.

It is understood that police, fire and public works services are critical needs of our community. I believe that a shelter upgrade is also a critical need for our community.

Currently the Measure C Funds are proposed to be allocated as follows:

Police	44%
Fire	30%
Public Works	23%
Animal Control	3%

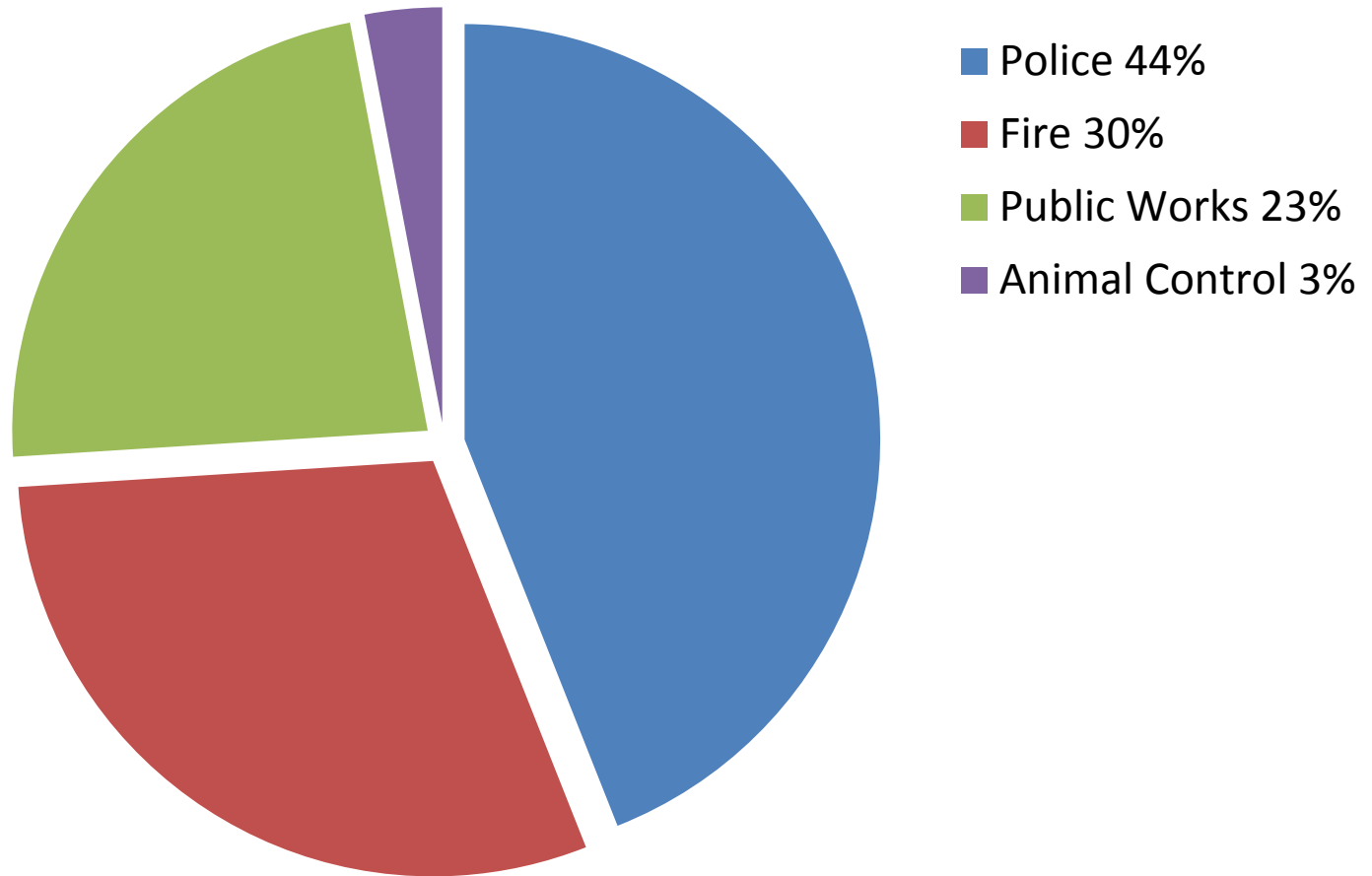
The funding needed for this upgrade is approximately 17% of the revenue generated for one year by the Measure C tax. The allocation will most likely be significantly offset by volunteer labor and monetary donations. I believe if the necessary percentages were allocated from other departments, this would not only demonstrate teamwork, but would be a fair allocation in providing the services, specifically facility upgrades, that were voted for when the citizens approved the ballot measure. If the three larger budgets were reduced by approximately 5% each, the funding for the facility upgrade could be accomplished in this fiscal year.

Police	39%
Fire	25%
Public Works	19%
Animal Control	17%

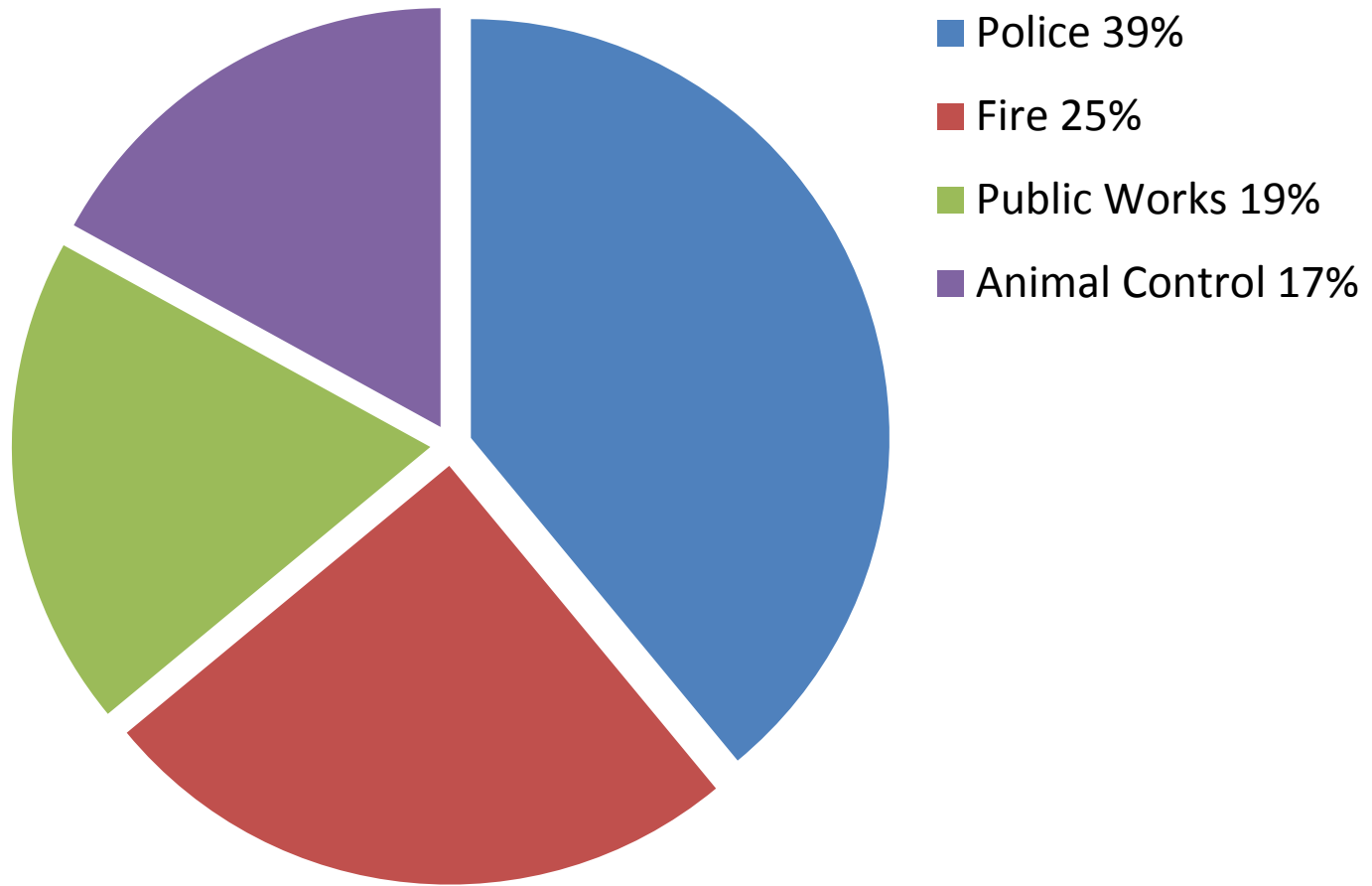
Thank you for approving this matter for further consideration.

Measure C Language

- Shall Ordinance No. 545, a temporary sales tax increase of one-half percent (0.50%) that automatically expires in six years, and that establishes a citizen oversight committee to ensure that the funds are used to preserve public services such as police protection, fire suppression, street maintenance, **animal control** and other services for the Town of Paradise, be adopted?



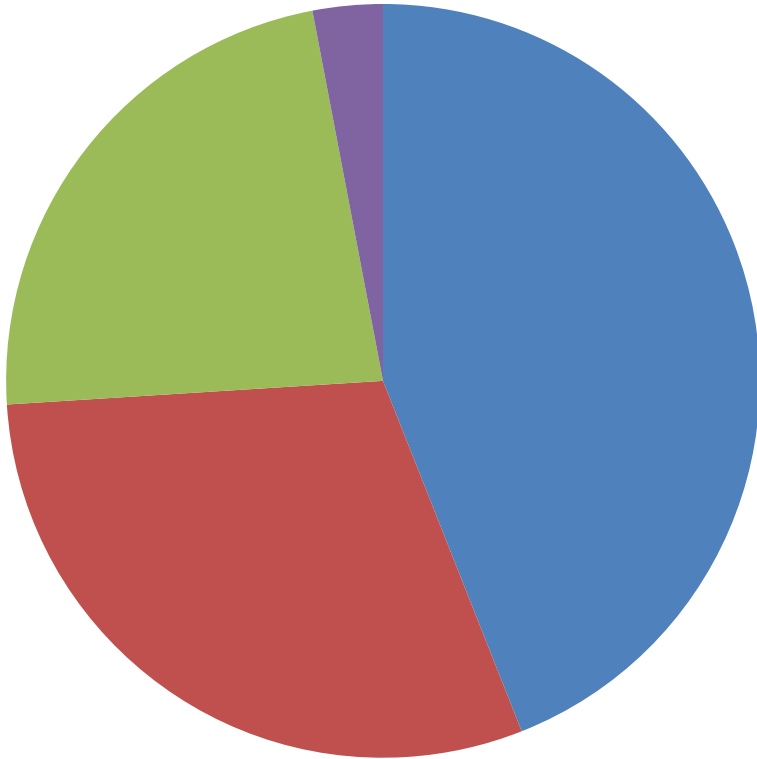
Current Measure C Allocations



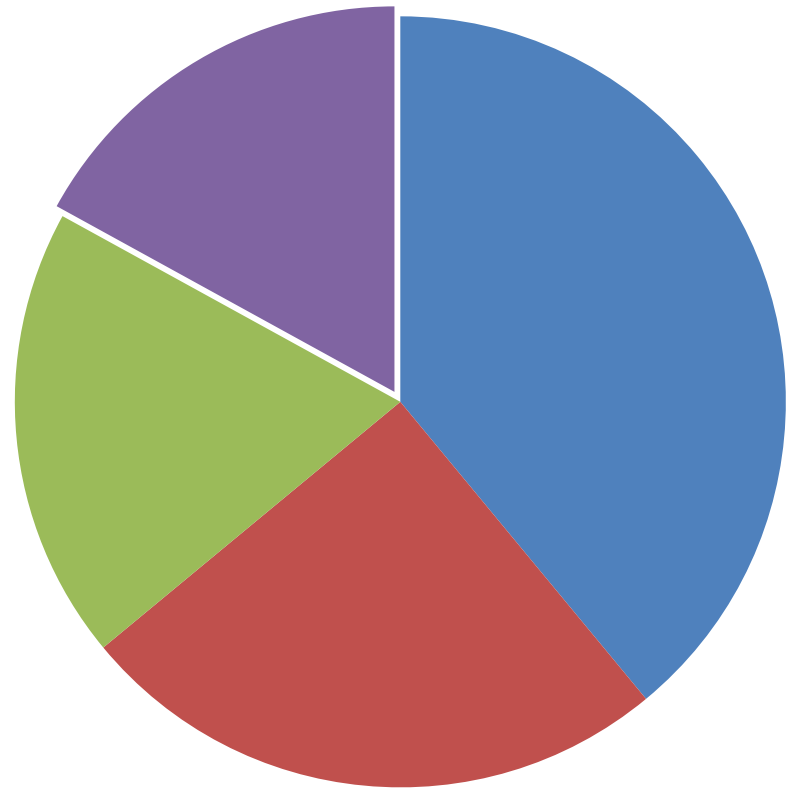
Proposed Measure C Allocations

Balance

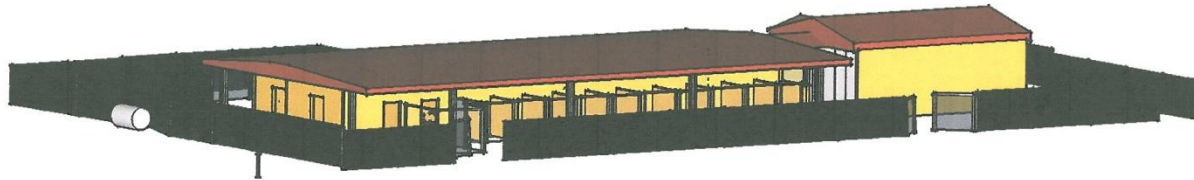
From this ...



... to this.



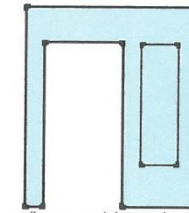
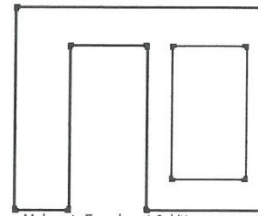
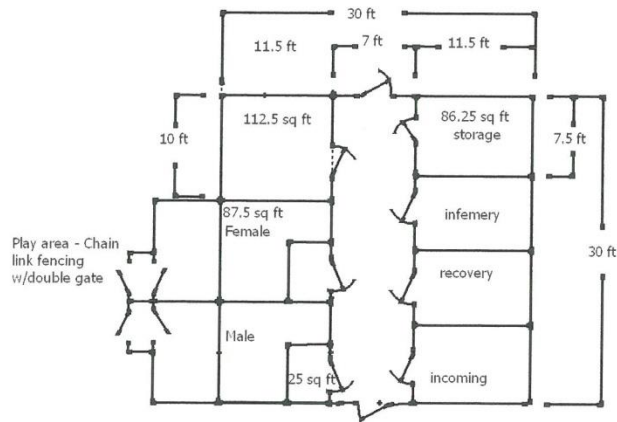
AC Facility Vision



AC Aerial View



AC Plan





Paradise Animal Shelter Helpers (PASH)
P.O.Box 1021 -- Paradise, CA 95967
(530) 873-3061

5/16/2016

Mr. John Rawings
Town Councilman
5555 Skyway
Paradise, Ca 95969

Dear John:

First, we would like to thank you for your support in getting a new building for homeless cats in our community.

Because we think there is some confusion about what PASH can and cannot do, we have attached a copy of our Articles of Incorporation. Please refer to Article II, Section A. This states our primary purpose. We interpret this to mean we can maintain and improve upon the existing buildings, but cannot offer assistance in the construction of a new building. We can, of course, hold fund raising efforts to equip the interior of a new building.

We hope this clarifies any misunderstanding regarding the construction of a new building. Looking forward to meeting with you.

Sincerely,

Rick McCormick
PASH President

SHELTER CAT HOUSING

The recent letters regarding needs for cat housing improvements at the Paradise Animal Shelter have been encouraging. I am inspired to share my perspective as an "insider." I have volunteered at the shelter for about 2 yrs. "Healthy" cats are housed in the general population in the same area as the dogs. The "Cat Room" refers to a separate small room with about 13 small cages. This is the only area available to segregate kittens, unhealthy cats, pregnant cats, cats with severe anxiety or other maladies requiring separation from the general population. Sometimes we have more than one cat in a cage. We also stack the clean laundry, pet beds, and pet food and water bowls in this room. (You get the picture.....crowded.)

The Cat Room is "cleaned" daily, and one day a week, it is my job. The Town has a specific guide outlining how the cat cages are to be cleaned. To summarize, "All cat cages....should be cleaned and disinfected once daily. Remove all solid waste and loose litter....Disinfect and scrub cage, food, and water dishes...Replace items including clean bedding, clean litter pan, food, fresh water..."

Sounds great, and this is my mission every Tuesday morning. But there is one BIG problem. The cages and other surfaces in the Cat Room are in such a state of disrepair that effective "disinfecting" is not possible. Every cage, counter, and surface in the room is riddled with deep cracks and crevices that fill up with used litter, decayed food, urine and feces. I clean as best I can, but in my opinion, we are growing more disease than we are preventing because the area can no longer be effectively cleaned and certainly not disinfected! The cats never complain, they just get sick. And then we hang a little towel over the front of the cage hoping it will somehow stop it from spreading to their neighbors. Another quote from the Town guide: "It is the goal of the Town of Paradise Animal Shelter to find a loving, responsible and permanent home for every adoptable dog and cat." In the meantime, we have a moral responsibility to provide an area where they can at least be kept dry, clean, and free of hunger, thirst, and terror.

Regarding "Measure C" allocations: I understand, and AGREE, that our Police Dept. and Fire Dept. needs are a higher priority than our animal shelter needs. But the fact remains, new housing is needed for the cats at the shelter. Many of us are willing to work together to attain that goal and improve the quality of life for the cats. I believe a portion of the Measure C funds should be allocated for that purpose.

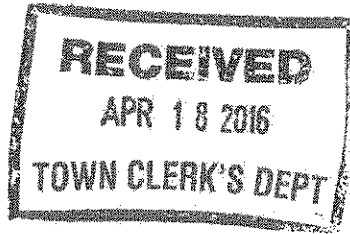
"The greatness of a nation and its moral progress can be judged by the way its animals are treated."

Mohandas K. Gandhi

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I fully support the recommendation that a portion of Measure C funds be used to create separate housing for cats at the Paradise Animal Shelter. Councilmember John Rawlings brought this issue to the attention of the Town Council and kudos to him for having done so. I did cat socialization volunteering for ten years in Riverside, CA, then decided to volunteer at the Paradise Animal Shelter upon relocating to Paradise. My first day of cat socializing was a shock! Long time volunteer, Ellen Michels was totally "spot on" in reporting that the cats cower and hide under their bedding and cat towers to escape the continual sight and incessant barking of the dogs which are housed right next to them.

I can't help but wonder how any amount of attempted socialization could help these traumatized and stressed cats if I was able to coax them out from under their protective barriers. Even if they did allow me to come near, they wouldn't be able to hear my efforts of communication because of the constant loud barking.

I would hope that a portion of Measure C funds would be considered for the plight of living, breathing creatures to be as important a priority as inanimate objects that might need occasional repair and upgrading.

Surely the town of Paradise has the heart, soul and expertise to give these animals a more appropriate and humane place to live out their lives while waiting for their "forever homes".



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