Town of Paradise
Town Council Meeting Agenda
6:00 PM – September 09, 2025

Town of Paradise Council Chamber – 5555 Skyway, Paradise, CA

Mayor, Steve Crowder
Vice Mayor, Steve "Woody" Culleton
Council Member, Greg Bolin
Council Member, Heidi Lange
Council Member, Ronald Lassonde

Acting Town Manager, Eric Reinbold
Town Attorney, Scott E. Huber
Town Clerk/Elections Official, Melanie Elvis
CDD, Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer, Aimee Beleu
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Jason Finney
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters
Information Systems Director, Luis Marquez

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 4, "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

1a. Call to Order
1b. Pledge of Allegiance to the Flag of the United States of America
1c. Invocation
1d. Roll Call

1e. Presentation by Care Net of Paradise Executive Director, Ashley Lundberg on the organization's work and growth in the community.

1f. Presentations by the Paradise Art Center, and Gold Nugget Museum, regarding the second year of the TOT Reinvestment Program. Each organization will present an expenditure overview summarizing how their allocation was spent over the last year, explaining the impact on tourism, and outlining their plans for next year's funding allocation. (**Introduction by Colette Curtis/Recovery & Economic Development Director**)

1g. p5 Camp Fire Recovery Updates - Written reports are included in the agenda packet.

Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates.

Marc Mattox, Public Works Director/Town Engineer -infrastructure and sewer updates

1h. p15 Paradise Sewer Project update by Town Engineer Marc Mattox.

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. p17 Approve minutes of the August 12, 2025 Special and Regular Town Council meetings and the August 14th, August 19th and August 21st, 2025 Special Town Council meetings. **(Melanie Elvis/Town Clerk)**

2b. p30 Approve August 2025 Cash Disbursements in the amount of $18,698,338.80. (**Aimee Beleu/Finance Director**)

2c. p39 1. Waive second reading of the entire Town Ordinance No. 648 and approve reading by title only; and, 2. Adopt Town Ordinance No. 648, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to the Agricultural Residential Zoning District; General Definitions; and the Animal Regulations" (**Susan Hartman/Community Development Director**)

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

For items that require a published legal notice and/or a mailed notice.

Public Hearing Procedure:
A. Staff Report
B. Mayor opens the hearing for public comment in the following order:
    i. Ask Town Clerk if there are any cards submitted
    ii. Ask if there is anyone else wishing to comment
C. Mayor closes the hearing
D. Council discussion and vote

5a. p46 1. Conduct a duly noticed and published public hearing; and, 2. Concur with the project "CEQA determination" finding presented and considered by the Planning Commission on July 15, 2025, and embodied within Planning Commission Resolution No 2025-06; and, 3. Waive the first reading of the entire Town Ordinance No. 649 and read by title only; and, 4. Introduce Town Ordinance No. 649, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to Temporary Storage Yards for Work in Public and Private Rights-of-Way"; or, 5. Provide alternative direction to town staff. (ROLL CALL VOTE) (**Susan Hartman/Community Development Director**)

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. p56 Review and file the 4th Quarter Investment Report for the Fiscal Year Ending June 30, 2025. (ROLL CALL VOTE) (**Aimee Beleu/Finance Director**)

6b. p81 Approve the Cost of Services (User Fee) Study Report prepared by Matrix Consulting Group. (ROLL CALL VOTE) (**Aimee Beleu/Finance Director**)

6c. p165 Consider authorizing staff to advertise Contract No. 2025-002 Hazardous Fuels Reduction Services Contract. (ROLL CALL VOTE) (**Marc Mattox/Town Engineer**)

6d. p230 Consider authorizing Town Staff to issue a Request for Proposals (RFP) to update the Long-Term Community Recovery Plan. (ROLL CALL VOTE) (**Colette Curtis/Recovery & Economic Development Director**)

6e. p244 1. Consider reviewing options relating to administration of Progressive Design-Build Contract for the Town of Paradise Sewer Project between the Town of Paradise and Mountain Cascade, Inc. and delegate authority to the Town Attorney and Acting/Interim Town Manager to terminate the

Progressive Design Build contract with Mountain Cascade, Inc. and take assignment of the Carollo subcontract, converting the project to a traditional design-bid-build; and 2. Review and approve RFQ 2025-003 Request for Qualifications for Paradise Sewer Project: Wastewater Treatment Facility Design Services; or, 3. Provide alternative direction. (ROLL CALL VOTE) (**Marc Mattox/Town Engineer**)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items:

7a1. Discuss increasing the allotted number of chickens in Town. (CROWDER)

7a2. Discussion of uses of adjacently owned lots. (CULLETON)

7a3. Discuss creating an Insurance Advocacy Committee to bring together industry experts, community partners, and local stakeholders to identify and implement practical steps our community can take to become more insurable; and, actively engage with insurance providers to explore solutions that make homeowners insurance more accessible and affordable for residents. (LANGE)

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

9. CLOSED SESSION

10. ADJOURNMENT

STATE OF CALIFORNIA) SS.
COUNTY OF BUTTE)

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

Council Agenda Summary

Date: September 9, 2025

Agenda Item: 1(g)

ORIGINATED BY:	Colette Curtis, Recovery and Economic Development Director
REVIEWED BY:	Eric Reinbold, Acting Town Manager
SUBJECT:	Monthly Recovery Update
LONG TERM RECOVERY PLAN:	Yes

COUNCIL ACTION REQUESTED:

1. None

Background:

This report continues the Monthly Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. Included in this update are items related to recovery projects, advocacy economic recovery and development, communications and emergency operations.

Analysis:

ECONOMC DEVELOPMENT

CDBG-DR Economic Development

- The Town of Paradise submitted an application for a Workforce Training Center, located on the Paradise High School campus.
- The project is a partnership between the Town of Paradise, Butte College, PUSD, Valley Contractors Workforce Foundation, and Alliance for Workforce Development.
- Town Staff are currently working with HCD to amend the scope of the project between partners.
- Classes are anticipated to begin in January 2026 at existing locations, while pre-construction efforts begin at the High School.

Healthcare

- The Town of Paradise and Adventist Health Feather River Foundation are working together to create a Strategic Healthcare Recovery Plan to assess current inventory, exiting gaps, projections, and a strategic plan for filling the gaps.
- The draft Plan will be presented to Council at the October meeting.

Utility Box Mural Program

- 6 Utility boxes were wrapped with local artwork on Thursday July 31st. The locations are:
  - Skyway/Neal (artist Libby Sofer)

    - Oliver (artist Emily Wycoff)
    - Pearson (artist Jenn Ponci)
    - Elliot (artist Patti Lloyd)
    - Maxwell (artist Shelley Miller)
    - Black Olive (artist Steve Ferchaud)
- Another call to artists will be extended this fall, with installation for the remaining 9 utility boxes expected in early spring.

Downtown Strategy Phase 3

- Council approved moving forward on Phase 3 of the downtown strategy at the March 2025 meeting.
- The working group has met several times, and has also visited several example sites such as Meriam Park, Mitote Food Park, The Barlow, and Oxbow Market.
- More example site visits are planned over the next month both in person and virtually.
- A public input process will begin later this month at community events, an online survey, and a virtual open house.

RECOVERY

Community Development Block Grant Disaster Recovery Mitigation Planning Public Services (CDBG DR MIT PPS)

- HCD has awarded a grant to update the Long Term Community Recovery Plan.
- A Request for Proposals is included on tonight's agenda for Council approval to move forward to select a consultant for this project.

Office of Land Use and Climate Innovation Grant

- Town was awarded $739,680 through the Extreme Heat and Community Resilience Program
- Funding will be used to create a Climate Resilience Plan which will identify prospective resiliency projects such as
    - Community Evacuation/Cooling/Heating Centers
    - Shade Tree Planting
    - Fuels Reduction Projects
    - Green space projects
- The Town is partnered with RCAC to do public outreach and complete the plan by December 2025
- Identified projects may be eligible for future implementation funds through the same grant source.
- The partnership agreement has been signed with partners RCAC, Paradise Recreation and Park District, and Campfire Collaborative.
- A Core Project team has been formed which includes the partners listed above in addition to Fire Safe Council, Cal Fire, Chico State, and local tribes.

Overall Hazard Mitigation Project Update

Years of efforts are complete on the pre-award work on all our projects. **All projects are fully approved and funded.**

Category 4 Tree Removal Program

- Project implementation is ongoing.

- As of August 29, approximately 6,700 trees have been removed from 250 parcels. 7-10 different tree removal crews are working across town in an efficient and effective partnership with property owners, local agencies, tribes, and contractors.
- Currentlu projecting to be complete with tree removal by October 15th.

Early Warning System

- All 21 Towers are standing and operational.
- 21 of the 21 Towers are now fully complete.
- All active construction is complete.
- Infrastructure for the in-home units is in process and expect the first units to arrive and be distributed by the end of the calendar year.
- 800 regular units and 200 units for the hearing impaired are included in the original HMGP Grant for the Sirens, We are waiting on final quality control and engineering to make sure units are ready for residents to install.
- We expect shipments of units to begin by mid-September.
- An additional 2,800 regular units and an additional 100 units for the hearing impaired have been applied for through CDBG DR MIT PPS and are currently awaiting final approval.

Residential Ignition Resistant Retrofit Program

- Project is fully funded and moving forward.
- 97 of the 98 properties been approved to move forward to construction. Notice to proceed letters are being issued to these properties as soon as property owner is ready to move into construction.
- 47 additional properties cleared review and are expected to begin having Notice to Proceed issued.
- 38 Properties have selected their contractors and have had their "Notice to Proceed" Letters issued.
- 18 Properties have been fully completed.

Hazardous Fuels Reduction Program

- Project is fully funded and moving forward.
- Town staff are working with involved monitoring tribes on a plan and timeline for implementation.
- Town staff are working on revising the scope of work to move forward with the project.

Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES.
- Town Council approved implementation plan in January 2024.
- Grant funded staff have been hired and are in place and working in the community.
- In May a Notice of Intent was submitted to Cal OES to request an additional 3 years of funding for this program.
- In August additional grant funds are being investigated to assist property owners with yearly defensible space compliance costs. If approved, grant sources would be targeted to low-moderate income elderly and disabled property owners.

EMERGENCY MANAGEMENT

- A Level 2 EOC was opened in response to the gas rupture on August 25th. The incident was resolved within a few hours.

Financial Impact:

None.

Town of Paradise

Council Agenda Summary **Agenda Item: 1(g)**

Date: September 9, 2025

ORIGINATED BY:	Nadia Alekseev, Housing Program Manager
REVIEWED BY:	Eric Reinbold, Acting Town Manager
SUBJECT:	Housing Recovery Update
LONG TERM RECOVERY PLAN:	No

COUNCIL ACTION REQUESTED:

1. None

Background:

This report provides the Town Council with an update of Housing activities.

Analysis:

We have 40.53% of our pre-disaster housing stock to-date (1,720 surviving units + 3,586 new CofOs [an increase of 70 since last month] to-date = 5306 habitable dwellings / 13,091 housing units before the Camp Fire). Our total number of habitable dwellings does not include the number of mobile homes replaced in mobile home parks because those permits are issued by HCD instead of the Building Dept., but mobile homes in parks are included in the total number of pre-fire housing units. An estimate from tax data shows 144 mobile homes in parks, or 5,431 housing units in Paradise.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program ($12.5 million)
This program helps homeowners rehabilitate or reconstruct their home. The CalHome-Disaster Assistance grant expires at the end of 2025. *New* applications to rebuild homes lost in the Camp Fire are no longer being accepted because it's not feasible to complete a project before the expiration of the grant. Applications for essential home repairs on existing homes will continue to be accepted, funds for this activity are limited but do not have an expiration deadline.

- 66 homes completed
- 7 homes in construction
- 4 applications in process

Town of Paradise First-Time Homebuyer Program ($11 million)
Helping to make homeownership more affordable. These are also CalHome-Disaster Assistance funds that have an end of 2025 expenditure deadline. The program will continue after the end of the year using other funding sources, but will be limited to assisting households under 80% AMI.

- 80 households assisted
- 12 applications in process

CDBG-DR Multifamily Rental Housing Program ($84.7 million)
Affordable rental housing. Seven (7) projects are eligible for funding; a total of 292 units.

- **CHIP project-** scattered site (4 units)
  - leased up in Spring of 2024

- **Eaglepointe-** 5975 Maxwell Dr (43 units)
  - All units are now leased as of end of May 2025. A ribbon cutting ceremony was held on August 6th, 2025.

- **Mayer Commons-** 1561 Kay Ct (12 units)
  - Tenant Certificate of Occupancy was issued August 1, 2025. Units are being actively leased. Ribbon Cutting Ceremony is scheduled for September 16, 2025.

- **Northwind Senior-** 6983 Pentz Rd (21 units)
  - Units are being actively leased. Interested applicants should inquire with the Housing Authority.

- **Cypress Family-** 1633 Cypress Ln (70 units)
  - Scheduled to be completed in November of 2025, applications are now being accepted. Interested applicants should contact CHIP.

- **Clark Rd-** 6480 Clark Rd (72 units)
  - Loan closing date is scheduled for Mid-November, construction to begin afterwards.

- **Cypress Senior (phase II)-** 1633 Cypress ln (70 units)
  - Loan closing date is scheduled for Mid-November, construction to begin afterwards.

CDBG (2024 Annual Allocation=$47,069; unspent funds=$141,426.75)

CDBG entitlement grants are on a 5-year plan cycle called the Consolidated Plan, and this year is the 5th year in the current plan. The final draft was submitted to HUD in July and is currently under review. The Town received an "untimely" designation due to an accumulation of funds greater than 1.5x the current year grant allocation. Unspent funds are intended to be spent to support the HOME Infill program, noted below.

HOME Infill New Construction ($700,000)

Create affordable housing for first-time homebuyers. The grant award letter was finally received from HCD in April of 2025. Program guidelines are complete and were adopted by Council at last month's meeting. Staff is continuing to work-out funding logistics with HCD.

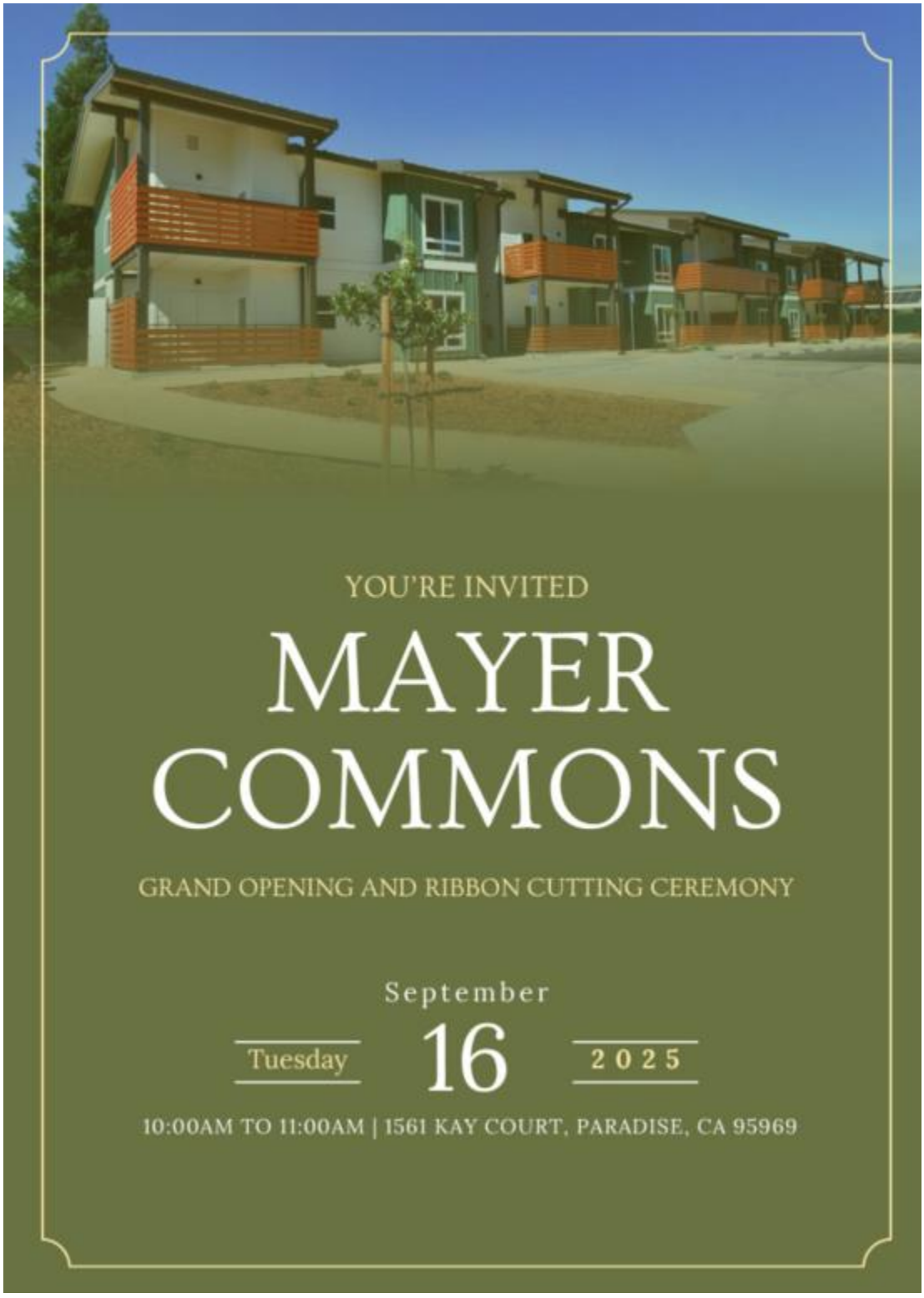
Permanent Local Housing Allocation (PLHA) ($399,166)

Allocates matching funds to North Valley Housing Trust to administer for affordable housing projects.

- A predevelopment loan of $400,000 has been made for the Cape Cod multi-family project ($200,000 of PLHA funds) Cape Cod was awarded tax credits earlier this year – the last piece of funding needed to start construction.
- $75,000 of PLHA funds was loaned to build a small, single-family home, which was finished and sold to a low-income Camp Fire survivor. Housing staff is working with North Valley Housing Trust on another similar project.

Financial Impact:

None.


YOU'RE INVITED
MAYER COMMONS
GRAND OPENING AND RIBBON CUTTING CEREMONY
September
Tuesday
16
2025
10:00AM TO 11:00AM | 1561 KAY COURT, PARADISE, CA 95969

TOWN OF PARADISE
Council Agenda Summary
Date: August 12, 2025

Agenda No. 1(g)

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

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire. *Changes from the prior month's reports are shown in red underline italics.*

Analysis:

Road Rehabilitation

The Town of Paradise is endeavoring to pave every public road mile by the end of 2026. These projects are funded through Camp Fire Recovery Projects and are sequenced behind undergrounding of utilities and water service later replacements.

As of September 2025, the following paving progress can be reported:

Status	***Miles***
Completed	*46.56*
Awarded/In-Progress	*27.86*
Planned 2026	*15.30*
Planned Future	*6.48*
Total	*96.19*

Paradise Town Council has awarded three contracts for 2025 paving efforts, listed below with brief updates:

- *Clark Road (Pearson to Wagstaff) – Knife River Construction*
    - *Work is well underway with the full project corridor fully pulverized, treated and first of two lifts of paving actively being installed. Project work is ongoing through the next month before final paving and striping is completed.*
- *On-System Road Rehabilitation – All American Asphalt*
    - *Contract work is progressing well with many project areas receiving the first of two paving lifts.*
- *Off-System Road Rehabilitation – DeSilva Gates Construction*

- *Contract work is winding down well ahead of schedule.*

A map of all paving efforts completed and planned can be found on the Town's website at www.townofparadise.com by visiting "News and Announcements" from the homepage.

Capital Project Updates

The Public Works Department, in an effort to provide additional communications on various projects, has launched a new website under its ParadiseWORKS banner. ParadiseWORKS Engineering Resiliency now hosts individual project pages for current information, project descriptions and schedules. The website can be viewed here:

https://www.townofparadise.com/pwe/page/paradiseworks-engineering-resiliency

Below is an abbreviated Project List intended to show the current status of each project. More information on each project's scope and schedule can be found at. Typical project progressions and timeframes are as follows:

(1) Environmental, 6-24 months
(2) Design, 12 months
(3) Right of Way, 6-12 months
(4) Construction, 6-24 months

Project ID	Project Title	Project Phase	Anticipated Construction Completion Year
7303	On-System Road Rehabilitation	Construction	2026
7307	Neal Road Rehabilitation	Design	2028
8404	Camp Fire Hydrant Repairs	Design	2025
8407	Off-System Road Rehabilitation	Construction	2026
9389	Pentz Pathway Project Phase II	Design	2028
9390	Paradise ATP Gateway Project (Neal Road Class I)	Environmental	2028
9391	Oliver Curve Pathway Phase I (Design Only)	Design	-
9394	Paradise Sewer Project	Design	-
9424	Skyway Link ATP (Bille to Wagstaff)	Environmental	2027
9425	Upper Skyway Widening (Bille to Wagstaff)	Environmental	2027
9426	Skyway/Pentz Intersection Improvements	Environmental	2028
9427	Pentz Road Widening	Environmental	2028
9428	Roe Road Phase 1 (Pentz to S. Libby)	Environmental	2028
9430	Pearson-Hilltop Guard Rail	Design	2026
9433	Animal Shelter Expansion	Construction	2025
9434	Roe Road Phase 2 (S. Libby to Clark)	Environmental	2028
9437	Evacuation Route CMS	Environmental	2028
9438	Private Road Identification Safety Project	Environmental	2028
9439	Storm Drain Resiliency Project Phase 1	Environmental	2028

Funding Pursuits

Below is a listing of active funding pursuits related to infrastructure recovery and status updates:

Program	Project Title	Amount Requested	Anticipated Award Notification	Notes
US Army Corps of Engineers	Paradise Sewer Project	$2,000,000 of $50,000,000 authorization	TBD	*Town has received notice of the USCAE's determination that work is unable to proceed under this authorization request*
State Water Board Septic to Sewer CWSRF	Paradise Sewer Project	$27,000,000	TBD	*Work to revise the project application package is resuming with new project direction selected.*

TOWN OF PARADISE
Council Agenda Summary
Date: September 9, 2025

Agenda No. 1(h)

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

REVIEWED BY: Eric Reinbold, Acting Town Manager

SUBJECT: Paradise Sewer Project Update

COUNCIL ACTION REQUESTED:

1. None, written monthly update only.

Background:

This report is a monthly effort to provide additional opportunity for public engagement on the status and next steps of the Paradise Sewer Project.

Analysis:

Since its incorporation in 1979, the Town of Paradise has sought a centralized wastewater system to address failing septic systems that impact public health, groundwater quality, and economic development. The need for sewer service became even more urgent following the 2018 Camp Fire, when the lack of modern wastewater infrastructure emerged as a major barrier to rebuilding businesses, housing, and community resiliency.

In 2022, the Town secured $30 million in CDBG-DR funds to begin pre-construction work, including environmental review, design, and permitting. To provide technical expertise, HDR was retained as Owner's Agent, and a progressive design-build team was selected to develop a Basis of Design Report. That effort confirmed that a locally managed, phased sewer project was necessary to achieve both affordability and long-term community needs.

In January 2025, the Town Council formed a Sewer Project Ad Hoc Committee to evaluate local treatment and collection alternatives, with strong emphasis on public engagement and cost feasibility. The Committee, working alongside staff, HDR, and the Paradise Irrigation District, conducted community meetings, stakeholder workshops, site tours of other wastewater systems, and a technical alternatives analysis.

Main Accomplishments

- Town Council unanimously voted to approve a revised Project Description consisting of a Hybrid Gravity/Low Pressure Collection System, Aerated Lagoon Wastewater Treatment, and Percolation/Evaporation Pond Effluent Discharge.
- Town Council instructed staff immediately commence and resume efforts to advance the project forward through environmental and design activities.
- Responded to questions from the public and Town Council about the project and recommended alternative
- Supported and participated in meetings with community members about the project.
- Supported preparation for and participated in a Special Town Council Meeting on August 14 for Town Council to vote on Ad Hoc Committee project recommendation. A

recording of the presentation, as well as all meeting materials, can be viewed at www.paradisesewer.com.

- Continued support for finding and evaluating all project funding options, including meeting with DFA staff to discuss grant funding on August 18.
- Began developing the scope for the next phase of collection system design with the collection system design-builder.
- Begin drafting RFQ for procurement of wastewater treatment facility (WWTF) design consultant for design-bid-build project delivery method.

Key Activities (One Month Look-Ahead)

- Prepare Alternatives Analysis Summary TM to document alternatives evaluated and recommended Project Description adopted by Town Council on August 14.
- Begin preparation of Administrative Draft Subsequent Environmental Impact Report (SEIR)
- Finalize RFQ for consultant WWTF design services and release for advertisement.
- Obtain direction from Paradise Town Council on a path forward relating to the Progressive Design-Build contract with Mountain Cascade-Carollo.
- Begin updating funding applications and documents to reflect the revised project scope.

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 5:00 PM – August 12, 2025

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 5:00 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve "Woody" Culleton, Heidi Lange, Ronald Lassonde and Steve Crowder, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Clerk Melanie Elvis, Town Attorney Scott E. Huber, Public Works Director/Town Engineer Marc Mattox and Information Systems Director Luis Marquez.

At 5:00 p.m. Mayor Crowder announced that the Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

2a. Pursuant to Government Code section 54956.9(d)(4), the Town Council will meet with the Town Manager and Town Attorney regarding potential initiation of litigation – one case.

2b. REAL PROPERTY. Pursuant to Gov. Code section 54956.8 the Council will meet with Real Property Negotiators, Town Manager and Town Attorney, regarding the following properties: APN 052-290-043-000. Negotiator for potential lessee: Dan Efseaff.

2c. REAL PROPERTY. Pursuant to Gov. Code section 54956.8 the Council will meet with Real Property Negotiators, Town Manager and Town Attorney, regarding the following properties: APN 050-082-104, 050-082-105, 050-052-052, 050-052-035, 050-052-065, 050-171-034, 050-082-023, 050-140-171, 050-052-095, 050-052-083, 050-052-063, 054-220-005, 054-210-085, 053-260-097, 054-220-010, 054-220-006, 054-220-007, 054-230-034, 053-272-088, 054-210-103, 054-210-062, 054-220-077, 054-210-058, 054-210-026, 050-013-059, 050-040-132, 050-013-058, 053-250-081, 050-040-105, 050-013-018, 050-040-114, 050-082-061, 050-040-023, 050-052-051, 050-082-079, 050-013-011, 050-040-106, 050-013-050, 050-013-057, 066-460-003, 066-460-022, 066-460-014, 066-430-002, 066-430-003, 066-460-008. The negotiators for the property owner(s) are unknown at this time.

After reconvening from Closed Session at 6:00 p.m., Mayor Crowder announced:

Items 2a-2c: direction given no reportable action taken.

3. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 6:00 p.m.

Date approved:

By: Attest:

_____ _____

Steve Crowder, Mayor Melanie Elvis, Town Clerk

TOWN COUNCIL
Meeting Minutes

6:00 PM – August 12, 2025

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Crowder at 6:01 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Lassonde.

COUNCIL MEMBERS PRESENT: Greg Bolin**,** Steve "Woody" Culleton, Heidi Lange, Ronald Lassonde and Steve Crowder, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Public Works Director/Town Engineer Marc Mattox, Recovery and Economic Development Director Colette Curtis, Finance Director Aimee Beleu, Police Chief Eric Reinbold, and Information Systems Director Luis Marquez.

1a. Recovery and Economic Development Director Colette Curtis reviewed the requirements for the Transient Occupancy Tax allocation recipients. The following organizations provided a verbal report of their expenditure overview summarizing how their allocation was spent over the last year, explaining the impact on tourism and outlining their plans for next year's funding allocation: Paradise Ridge Chamber of Commerce, Paradise Performing Arts Center, Paradise Symphony and Theater on the Ridge. Paradise Arts Center and Gold Nugget Museum did not present verbal reports. (510-20-415)

1b. Camp Fire Recovery Updates - Written reports are included in the agenda packet. (110-60-061)

Colette Curtis, Recovery and Economic Development Director - recovery projects, advocacy, economic recovery and development, communications, emergency operations and Housing updates.

Marc Mattox, Public Works Director/Town Engineer -infrastructure and sewer updates.

Tony Lindsey, CDD-Building and Code Enforcement- Code Enforcement update.

1c. Town Engineer Marc Mattox provided an update on the Paradise Sewer Project. (960-70-009)

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Culleton, approved consent calendar items 2a through 2e. Roll call vote was unanimous.

2a. Approved minutes of the July 8, 2025 Special and Regular Town Council meetings and the July 24, 2025 Special Town Council meeting.

2b. Approved July 2025 Cash Disbursements in the amount of $11,067,596.13. (310-10-035)

2c. Adopted Resolution No. 2025-63 "A Resolution of the Town Council of the Town of Paradise Amending a Policy on Nondiscrimination in Programs Receiving Federal Assistance." (930-20-004, 110-10-032)

2d. Adopted Resolution No. 2025-64, "A Resolution of the Town Council of the Town of Paradise Adopting the Program Guidelines for the HOME Investment Partnerships Programs Infill New Construction for First-Time Home Buyers". (710-10-098)

2e. Adopted Resolution No. 2025-65 "A resolution of the Town Council of the Town of Paradise amending and updating the HOME Investment Partnerships Program (HOME) First-Time Homebuyer Program Guidelines, previously adopted by resolution 2024-70." (710-10-086)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

1. Christine Daniels commented on the deficiencies in her manufactured home.

2. Serra Blaine spoke in favor of increasing the number of allotted chickens in Town.

3. Casey Taylor provided an overview of the projects and partnerships Rebuild Paradise Foundation has had with the Town in the last 6 years.

4. Charles Brooks shared the history and inspiration for Rebuild Paradise Foundation and clarified the comments made at the last Council meeting regarding earmarked monies for a collaborative project to advocate for affordable insurance on the ridge.

5. Kathy Thomas in favor of increasing the number of allotted chickens in Town.

6. Colleen Corners shared concerns about statements she heard Council Member Lange voice about the public and its residents.

7. Christine Poje spoke in favor of increasing the number of allotted chickens in Town.

8. Kirk Chapman asked for more time to complete the Town's defensible space requirements.

5. PUBLIC HEARINGS

5a. Community Development Director Susan Hartman introduced the proposed ordinance related to animal keeping regulations in the AG 3/5 zoning.

Mayor Crowder opened the public hearing at 7:01 p.m.

1. Jon Remalia was concerned about the permit type being discretionary and asked that it fall under the ministerial permit type.

   Town Attorney Scott E. Huber clarified that the proposed permit type would be considered ministerial.

Mayor Crowder closed the public hearing at 7:08 p.m.

MOTION by Bolin, seconded by Culleton 1. Concurred with the project "CEQA determination" finding presented and considered by the Planning Commission on June 17, 2025, and embodied within Planning Commission Resolution No 2025-04; and, 2. Waived the first reading of the entire Town Ordinance No. 648 and read by title only; and, 3. Introduced Town Ordinance No. 468, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to the Agricultural Residential Zoning District; General Definitions; and the Animal Regulations." Roll call vote was unanimous. (540-16-217)

6. COUNCIL CONSIDERATION

6a. Community Development Director Susan Hartman provided an overview of the PlaceWorks proposal to prepare the update to Town of Paradise 1994 General Plan.

MOTION by Culleton, seconded by Lassonde 1. Concurred with Town staff's recommendation for the Town of Paradise to award and execute a professional services agreement with PlaceWorks to prepare the update to Town of Paradise 1994 General Plan and subsequent Zoning Ordinance update; and, 2. Authorized the Town Attorney to draft an agreement for professional services to be executed between the Town of Paradise and PlaceWorks; and, 3. Authorized the Town Manager, on behalf of the Town of Paradise, to sign the awarded agreement for professional services with PlaceWorks with a not-to-exceed $2.2M budget. Council provided direction that the contract agreement include a firm deliverable timeline requirement. Roll call vote was unanimous. (760-40-064, 510-20-486)

6b. Town Engineer Marc Mattox provided a review relating to forecasted property acquisition needs associated with planned Capital Improvement Program Projects. (820-10-046)

6c. Finance Director Aimee Beleu presented the report on the Town-wide User Fee Update study produced by Matrix Consulting Group. (395-20-043)

6d. Community Development Director Tony Lindsey presented the proposed resolution relating to subcontractor verification.

1. Janessa Blow commented on construction issues with her home.
2. Kayla Martin commented on failing homes.
3. J.T. Martin requested an audit of the building department and removal of certain management.
4. Jessica & Nick Olsen commented on construction issues with their home.
5. Tina Reszler was concerned with failing homes but warned about the broader attached on Slavic builders.
6. Doug Speicher warned about racism and grouping all Slavic builders into one issue.
7. Steven Smith commented on the cost effect of having sub-contractors present for all inspections.
8. Christina Burton commented on construction issues with her home.
9. Doug Munjar suggested the Town require a construction bond.
10. Amanda Clark suggested buyers ask for a Certificate of Insurance from builders.
11. Christina Poje commented on setback issues in her neighborhood.
12. Christine Daniels commented on issues with her home.
13. Autumn Field commented on this item.
14. George Spershe suggested permits be pulled for every trade.

MOTION by Lassonde, seconded by Culleton 1. Provided staff with verbal concurrence on the effective processes implemented on July 28, 2025; and, 2. Adopted Resolution No. 2025-66, “A Resolution of the Town Council of the Town of Paradise adopting a policy requiring subcontractor verification throughout the construction inspection process”; and, 3. Provided direction to staff to create an Ad Hoc Committee consisting of the stakeholders, staff, and Council Member Lange and Mayor Crowder to enhance the Building Department’s inspection practices for review and discussion at the October Town Council meeting. Roll call vote was unanimous. (740-30-013)

MOTION by Lange, seconded by Crowder, directed staff to bring back a scope of work for an independent audit of the Building Department’s practices. AYES: Culleton, Lange, Lassonde and Crowder; NOES: Bolin; ABSENT: None; ABSTAIN: None.

6e. Town Attorney Scott E. Huber presented the proposed second amendment to the agreement contract with Town Manager James Goodwin.

MOTION by Bolin, seconded by Culleton approved the Second Amendment to the Employment Agreement Between the Town of Paradise and James Goodwin. Roll call vote was unanimous. (510-20-390)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items – None

7b. Council reports on committee representation:

Council Member Bolin attended the monthly LAFCo meeting and the quarterly PID/TOP and TOP/PUSD Liaison Committee meetings.

Council Member Lange attended Party in the Park; PRPD's Drive-In; the Working Group Committee meeting; Ad Hoc Sewer Project Committee meetings; Astronomy on the Lake; the TOP/PUSD Liaison Committee; and a Habitat for Humanity ribbon cutting.

Council Member Lassonde attended the TOP/PID Liaison Committee meeting; the Working Group Committee meeting; the Healthcare Committee meeting; Habitat for Humanity Home dedication and Eaglepoint Apartments grand opening ceremony.

Council Member Culleton attended the Eaglepoint Apartments grand opening ceremony.

Mayor Crowder provided a sewer project update on KPAY; attended the Healthcare Committee meeting; participated in the sewer tour of Biggs; the Chamber breakfast; participated in a Zoom call with the Washington State Insurance Commission; and attended a homeowner protection strategy meeting.

7c. Future Agenda Items

1. Discuss adjacently owned lot uses (CULLETON)
2. Discuss creating an Insurance Advocacy Committee (LANGE)

8. STAFF COMMUNICATION

8a. Town Manager James Goodwin reported on the committee meetings he attended in the past month.

8b. Community Development Director Susan Hartman reviewed projects currently in the review, in the environmental and permitting processes.

9. CLOSED SESSION – None

10. ADJOURNMENT

Mayor Crowder adjourned the meeting at 10:22 p.m.

Date approved:

By: Attest:

_____ _____

Steve Crowder, Mayor Melanie Elvis, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 6:00 PM – August 14, 2025

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 6:00 p.m. at the Paradise Performing Arts Center located at 777 Nunneley Road, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve "Woody" Culleton, Heidi Lange, Ronald Lassonde and Steve Crowder, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Clerk Melanie Elvis, Public Works Director/Town Engineer Marc Mattox and Information Systems Technician Travis Thompson.

2. COUNCIL CONSIDERATION

2a. Town Engineer Marc Mattox presented an overview of the Paradise Sewer Project Ad Hoc Committee's recommendation for a revised project description to include hybrid gravity/low pressure collection system, aerated lagoon wastewater treatment, and percolation/evaporation pond effluent discharge" (Alternative 1).

1. John Stonebreaker spoke in favor of the STEP system, scaling back the Roe Road project to reallocate funds to the sewer project and suggested the new Environmental Impact Review (EIR) include alternatives.
2. Bill Sharrett asked about the ability to opt-out of the system; which side of the street the sewer will be constructed; spoke in favor of the Ad Hoc committee; and asked that staff do its best to speed up the (EIR) process.
3. Cliff Jacobson spoke in favor of the STEP system.
4. Isa Whitmore asked if only affected parcels would have to pay for service; who is responsible for pumping solids; and about the rate system.
5. Matt Ball from the Mosquito and Vector Control District encouraged the Town to work with the District for best practices to ensure the aerated ponds don't create a breeding ground for mosquitos.
6. Al McGreehan spoke in favor of the STEP system, asked if the Town already had an EIR team on standby, and said the General Plan (GP) could change or reduce the Sewer Service Area, and encouraged staff to work closely with the GP consultants.

7. Michael asked where the treatment site would be located and if staff had considered Neal Road Landfill.
8. Melissa Schuster spoke in favor of the STEP system, asked if alternates could be included in the EIR, and encouraged the use of purple pipe.
9. Brian asked how many employees the sewer would require for operation and maintenance and where the money was coming from.
10. Doug Munjar asked if Mountain Cascade would still be responsible for design/build. Town Engineer Marc Mattox clarified that if approved by Council, Mountain Cascade and Carrollo would still be responsible for the design but the Town would need to find a new build team for the collection system.
11. Jim Riotto asked how many lift stations would be necessary in Phase I, and how much it would cost.

MOTION by Lange, seconded by Lassonde, adopted Resolution No. 2025-67 "A Resolution of the Town Council of the Town of Paradise to Concur with the Paradise Sewer Project Ad Hoc Committee's Recommendation to Direct a Revised Project Description to Include Hybrid Gravity/Low Pressure Collection System, Aerated Lagoon Wastewater Treatment, and Percolation/Evaporation Pond Effluent Discharge" (Alternative 1); and, 2. Provided direction to staff to immediately commence and resume efforts to advance the project forward through environmental and design activities to the maximum and most efficient means feasible; and, 3. Provided direction to staff to bring back formal revisions to the Town's CDBG-DR Infrastructure Action Plan which provides additional funds to the Paradise Sewer Project's first phase, as well as coordinate with impacted funding agencies for action implementation. Roll call vote was unanimous. (960-70-009)

4. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 8:40 p.m.

Date approved:

By: Attest:

_____ _____

Steve Crowder, Mayor Melanie Elvis, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 4:00 PM – August 19, 2025

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 4:00 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve "Woody" Culleton, Heidi Lange, Ronald Lassonde and Steve Crowder, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Clerk Melanie Elvis, Town Attorney Scott E. Huber, Administrative Assistant Sheris Alvies and Information Systems Technician Travis Thompson.

At 4:01 p.m. Mayor Crowder announced that the Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

2a. Pursuant to Government Code Section 54957, the Town Council will hold a closed session to consider the appointment, employment, evaluation of performance, discipline, and/or dismissal of the Town Manager.

After reconvening from Closed Session at 6:28 p.m., Town Attorney Scott E. Huber announced the following: Council voted to separate with the Town Manager in his employment agreement, without cause, effective immediately. The motion was made by Council Member Crowder, with a second made by Council Member Lange. The vote was 3-2 with the following Council Members voting in the affirmative: Mayor Crowder, Council Members Culleton and Lange and with Council Members Bolin and Lassonde voting in the negative.

3. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 6:30 p.m.

Date approved:

By: Attest:

_____ _____
Steve Crowder, Mayor Melanie Elvis, Town Clerk

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 2:00 PM – August 21, 2025

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 2:00 p.m. in the Council Chambers located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve "Woody" Culleton, Heidi Lange, Ronald Lassonde and Steve Crowder, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Police Chief**/**Acting Town Manager Eric Reinbold, Town Attorney Scott E. Huber, Town Clerk Melanie Elvis, and Administrative Assistant Sheris Alvies.

District Attorney Mike Ramsey and District Attorney Chief Investigator Jon Duffy, asked to meet with Council in Closed Session pursuant to Government Code Section 54954 siting Public Security.

Town Attorney announced the following: The following item came to the attention of Town staff subsequent to the posting of the agenda for this August 21, 2025 meeting. Pursuant to Government Code Section 54954.2, staff is requesting Council take action to add this item to the agenda.

Action: Add the following Government Code section to the published Closed Session Agenda Item 2, subsection (a). POTENTIAL LITIGATION. Pursuant to Government Code section 54956.9(D)(2), the Town Council will meet with the Town Manager and Town Attorney regarding potential exposure to litigation – one case; and Government Code section 54957 to Meet with the District Attorney related to matters posing a threat to the security of public buildings, a threat to the security of essential public services, including a threat to the public's right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.

MOTION by Lassonde, seconded by Crowder approved adding Government Code Section 54957 to meet with the District Attorney Related to matters posing a threat to the security of public buildings, a threat to the security of essential public services, including a threat to the public's right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity to the agenda. Roll call vote was unanimous.

At 2:05 p.m. Mayor Crowder announced that Town Council would adjourn to Closed Session for the following items:

2. CLOSED SESSION

2a. POTENTIAL LITIGATION. Pursuant to Government Code Section 54956.9(d)(2), the Town Council will meet with the Town Manager and Town Attorney regarding potential exposure to litigation – one case; and Government Code Section 54957 to meet with the District Attorney Related to matters posing a threat to the security of public buildings, a threat to the security of essential public services, including a threat to the public's right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.

After reconvening from Closed Session at 3:04 p.m., Mayor Crowder announced:

Direction given; no reportable action taken.

3. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 3:04 p.m.

Date approved:

By: Attest:

_____ _____

Steve Crowder, Mayor Melanie Elvis, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
August 1, 2025 - August 31, 2025

CASH DISBURSEMENTS REPORT
August 1, 2025 - August 31, 2025

Check Date	Pay Period End	Description	Amount	Total
8/1/2025	7/27/2025	Net Payroll - Direct Deposits and Checks	$ 286,344.46	
8/15/2025	8/10/2025	Net Payroll - Direct Deposits and Checks	$ 288,793.82	
8/29/2025	8/24/2025	Net Payroll - Direct Deposits and Checks	$ 338,610.93	
				$ 913,749.21
Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	$ 358,651.01	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	$17,425,938.58	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		$ 17,784,589.59
		GRAND TOTAL CASH DISBURSEMENTS		$ 18,698,338.80

APPROVED BY: _____
Aimee Beleu - Finance Director/Town Treasurer

APPROVED BY: _____
Eric Reinbold - Town Manager

TOWN OF PARADISE

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP TCB - General Checking									
Check									
89729	08/05/2025	Open			Accounts Payable	Aflac	$57.98		
89730	08/05/2025	Open			Accounts Payable	Met Life	$13,782.42		
89731	08/05/2025	Open			Accounts Payable	OPERATING ENGINEERS	$910.00		
89732	08/05/2025	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	$2,643.16		
89733	08/05/2025	Open			Accounts Payable	SUN LIFE INSURANCE	$10,356.01		
89734	08/05/2025	Open			Accounts Payable	SUPERIOR VISION SVC INC	$894.68		
89735	08/05/2025	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	$140.00		
89736	08/06/2025	Open			Accounts Payable	3 CORE, INC.	$5,500.00		
89737	08/06/2025	Open			Accounts Payable	4LEAF, Inc	$11,205.00		
89738	08/06/2025	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	$58.43		
89739	08/06/2025	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	$5.21		
89740	08/06/2025	Open			Accounts Payable	All-American Construction, Inc.	$116,353.83		
89741	08/06/2025	Open			Accounts Payable	ALLIANT INSURANCE	$69.00		
89742	08/06/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	$102.81		
89743	08/06/2025	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	$196.86		
89744	08/06/2025	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	$30.02		
89745	08/06/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	$30.16		
89746	08/06/2025	Open			Accounts Payable	AT&T/CALNET3 - Summary	$3,538.94		
89747	08/06/2025	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	$1,056.72		
89748	08/06/2025	Open			Accounts Payable	Bear Electrical Systems, Inc	$9,767.00		
89749	08/06/2025	Open			Accounts Payable	Broad & Gusman	$4,000.00		
89750	08/06/2025	Open			Accounts Payable	Bug Smart	$116.00		
89751	08/06/2025	Open			Accounts Payable	Bureau Veritas North America, Inc	$9,240.00		
89752	08/06/2025	Open			Accounts Payable	BUTTE CO AUDITOR-CONTROLLER	$51,300.77		
89753	08/06/2025	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	$3,558.00		
89754	08/06/2025	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	$138.00		
89755	08/06/2025	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	$889.00		
89756	08/06/2025	Open			Accounts Payable	Coastland	$85,346.90		
89757	08/06/2025	Open			Accounts Payable	Cole Huber LLP	$3,380.00		
89758	08/06/2025	Open			Accounts Payable	CONTINENTAL BATTERY COMPANY	$782.62		
89759	08/06/2025	Open			Accounts Payable	De Lage Landen Public Finance LLC	$781.25		
89760	08/06/2025	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	$47,121.18		
89761	08/06/2025	Open			Accounts Payable	Dewberry Engineers Inc.	$44,103.13		
89762	08/06/2025	Open			Accounts Payable	Docusign, Inc.	$2,808.00		
89763	08/06/2025	Open			Accounts Payable	Explore Butte County	$41.62		
89764	08/06/2025	Open			Accounts Payable	Fastrak Bay Area Toll Authority	$8.00		
89765	08/06/2025	Open			Accounts Payable	FIDELITY NATIONAL TITLE COMPANY - CHICO	$100,000.00		
89766	08/06/2025	Open			Accounts Payable	Fins, Fur, Feather Sports	$13,167.38		
89767	08/06/2025	Voided	Incorrect Check Number	08/21/2025	Accounts Payable	Fleming Construction, Brandon Miland	$21,258.66		

TOWN OF PARADISE

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
89768	08/06/2025	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	$45.00		
89769	08/06/2025	Open			Accounts Payable	Government Finance Officers Association	$95.00		
89770	08/06/2025	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	$146.82		
89771	08/06/2025	Open			Accounts Payable	Greenway Builders LLC	$18,675.00		
89772	08/06/2025	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	$3.50		
89773	08/06/2025	Open			Accounts Payable	INDUSTRIAL EQUIPMENT	$61.18		
89774	08/06/2025	Open			Accounts Payable	INTERSTATE OIL COMPANY	$116.32		
89775	08/06/2025	Open			Accounts Payable	Jacobs Engineering Group Inc.	$22,890.23		
89776	08/06/2025	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	$199.20		
89777	08/06/2025	Open			Accounts Payable	Kanner, Justin	$359.16		
89778	08/06/2025	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	$837,890.83		
89779	08/06/2025	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	$2,259,514.87		
89780	08/06/2025	Open			Accounts Payable	KP Research Services, Inc.	$1,250.00		
89781	08/06/2025	Open			Accounts Payable	LEAF Capital Funding LLC	$287.10		
89782	08/06/2025	Open			Accounts Payable	LIFE ASSIST INC	$309.43		
89783	08/06/2025	Open			Accounts Payable	LRT GRAPHICS	$6,073.75		
89784	08/06/2025	Open			Accounts Payable	Mendes Supply Company	$775.43		
89785	08/06/2025	Open			Accounts Payable	Meyers Police K-9 Training, LLC	$525.00		
89786	08/06/2025	Open			Accounts Payable	Mooretown Rancheria Forestry Contract Services	$21,382.76		
89787	08/06/2025	Open			Accounts Payable	N&S North, INC	$2,280.40		
89788	08/06/2025	Open			Accounts Payable	NAPA Auto Parts	$158.86		
89789	08/06/2025	Open			Accounts Payable	NORTHGATE PETROLEUM CO	$7,704.51		
89790	08/06/2025	Open			Accounts Payable	NV5, Inc.	$1,060.13		
89791	08/06/2025	Open			Accounts Payable	NV5, Inc.	$745.13		
89792	08/06/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	$539.92		
89793	08/06/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	$154.27		
89794	08/06/2025	Open			Accounts Payable	OROVILLE FORD	$514.58		
89795	08/06/2025	Open			Accounts Payable	PARADISE IRRIGATION DIST	$2,511.70		
89796	08/06/2025	Open			Accounts Payable	PETTY CASH, AARON MARQUES	$409.87		
89797	08/06/2025	Open			Accounts Payable	PICKERING, ROBERT	$60.00		
89798	08/06/2025	Open			Accounts Payable	Powell Roofing Co	$18,638.25		
89799	08/06/2025	Open			Accounts Payable	SHI International Corp	$8,422.50		
89800	08/06/2025	Open			Accounts Payable	SINGLER, JOHN	$16.35		
89801	08/06/2025	Open			Accounts Payable	Southern Computer Warehouse Inc	$22,601.12		
89802	08/06/2025	Open			Accounts Payable	Speedo Check	$1,330.00		
89803	08/06/2025	Open			Accounts Payable	Spherion Staffing	$6,308.01		
89804	08/06/2025	Open			Accounts Payable	Stratti	$5,161.50		
89805	08/06/2025	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	$51,887.56		
89806	08/06/2025	Open			Accounts Payable	Tahoe Pure Water Co.	$146.35		
89807	08/06/2025	Open			Accounts Payable	THOMAS ACE HARDWARE	$227.31		
89808	08/06/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	$190.38		
89809	08/06/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	$19.56		

TOWN OF PARADISE

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
89810	08/06/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	$14.99		
89811	08/06/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	$29.05		
89812	08/06/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	$2,600.00		
89813	08/06/2025	Open			Accounts Payable	Valley Lock & Safe	$47.25		
89814	08/06/2025	Open			Accounts Payable	Versatile Drywall	$1,440.00		
89815	08/06/2025	Open			Accounts Payable	Westlake Ace Hardware	$1,130.42		
89816	08/06/2025	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	$199.08		
89817	08/06/2025	Open			Accounts Payable	WITTMEIER AUTO CENTER	$18.44		
89818	08/06/2025	Open			Accounts Payable	Digital Housing Development	$437.46		
89819	08/06/2025	Open			Accounts Payable	Powell, Christina	$8.00		
89820	08/06/2025	Open			Accounts Payable	Worthington, Josh	$125.00		
89821	08/06/2025	Open			Accounts Payable	Krista Enos Re Construction Inc	$284.34		
89822	08/12/2025	Open			Accounts Payable	ALLIANT INSURANCE	$41,540.00		
89823	08/12/2025	Open			Accounts Payable	Desilva Gates Construction LLC	$982,318.58		
89824	08/13/2025	Open			Accounts Payable	DFM ASSOCIATES	$76.47		
89828	08/20/2025	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	$295.11		
89829	08/20/2025	Open			Accounts Payable	Adobe, Inc.	$9,222.55		
89830	08/20/2025	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	$1.55		
89831	08/20/2025	Open			Accounts Payable	Airvac - Air Vacuum Corporation	$2,000.19		
89832	08/20/2025	Open			Accounts Payable	ALHAMBRA	$13.30		
89833	08/20/2025	Open			Accounts Payable	American Dream Construction, Inc.	$78,000.00		
89834	08/20/2025	Open			Accounts Payable	American Dream Construction, Inc.	$29,000.00		
89835	08/20/2025	Open			Accounts Payable	Archuleta, Derek, S	$494.50		
89836	08/20/2025	Open			Accounts Payable	Asbury Environmental Services	$296.94		
89837	08/20/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	$276.50		
89838	08/20/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	$145.64		
89839	08/20/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	$276.50		
89840	08/20/2025	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	$763.35		
89841	08/20/2025	Open			Accounts Payable	Axon Enterprise Inc	$1,076.63		
89842	08/20/2025	Open			Accounts Payable	Bear Electrical Systems, Inc	$5,050.00		
89843	08/20/2025	Open			Accounts Payable	Biometrics4ALL, Inc	$9.75		
89844	08/20/2025	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	$1,838.32		
89845	08/20/2025	Open			Accounts Payable	BUTTE CO RECORDER	$387.00		
89846	08/20/2025	Open			Accounts Payable	BUTTE COMMUNITY COLLEGE	$830.00		
89847	08/20/2025	Open			Accounts Payable	Butte County Public Health Dept - Health Clinic	$2,897.00		
89848	08/20/2025	Open			Accounts Payable	Butte Roofing Company, Inc.	$20,391.65		
89849	08/20/2025	Open			Accounts Payable	Chris Roberts General Construction	$1,762.00		
89850	08/20/2025	Open			Accounts Payable	Cole Huber LLP	$24,070.22		
89851	08/20/2025	Open			Accounts Payable	Contech Engineered Solutions	$3,304.16		
89852	08/20/2025	Open			Accounts Payable	CONTINENTAL BATTERY COMPANY	$344.94		
89853	08/20/2025	Open			Accounts Payable	DATCO SERVICES CORPORATION	$20.00		
89854	08/20/2025	Open			Accounts Payable	Door Company Inc, The	$965.00		
89855	08/20/2025	Open			Accounts Payable	Eagle Security Systems	$812.10		
89856	08/20/2025	Open			Accounts Payable	Employment Development Dept	$13,781.61		

TOWN OF PARADISE

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
89857	08/20/2025	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	$418.00		
89858	08/20/2025	Open			Accounts Payable	EXECUTIVE HOMES	$21,254.70		
89859	08/20/2025	Open			Accounts Payable	Explore Butte County	$9,234.44		
89860	08/20/2025	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	$715.09		
89861	08/20/2025	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	$14,577.99		
89862	08/20/2025	Open			Accounts Payable	HDR Engineering, Inc	$1,690.56		
89863	08/20/2025	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	$3,821.25		
89864	08/20/2025	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	$36.19		
89865	08/20/2025	Open			Accounts Payable	Jacobs Engineering Group Inc.	$23,451.46		
89866	08/20/2025	Open			Accounts Payable	Jennifer Arbuckle	$5,625.00		
89867	08/20/2025	Open			Accounts Payable	Jennifer Lee Ponci	$300.00		
89868	08/20/2025	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	$18,287.50		
89869	08/20/2025	Open			Accounts Payable	KOEFRAN INDUSTRIES	$1,200.00		
89870	08/20/2025	Open			Accounts Payable	Kozak, Ginny	$228.80		
89871	08/20/2025	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	$5,035.00		
89872	08/20/2025	Open			Accounts Payable	Look Ahead Veterinary Services	$86.91		
89873	08/20/2025	Open			Accounts Payable	Meyers Police K-9 Training, LLC	$1,600.00		
89874	08/20/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	$250.00		
89875	08/20/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	$250.00		
89876	08/20/2025	Open			Accounts Payable	MORGAN TREE SERVICE	$2,500.00		
89877	08/20/2025	Open			Accounts Payable	N&S North, INC	$699.59		
89878	08/20/2025	Open			Accounts Payable	NAPA Auto Parts	$246.25		
89879	08/20/2025	Open			Accounts Payable	NCCSIF TREASURER	$2,600.00		
89880	08/20/2025	Open			Accounts Payable	North State Tire Co. Inc.	$1,022.37		
89881	08/20/2025	Open			Accounts Payable	Northern California Glove & Safety	$175.30		
89882	08/20/2025	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	$2,931.91		
89883	08/20/2025	Open			Accounts Payable	NORTHGATE PETROLEUM CO	$8,271.92		
89884	08/20/2025	Open			Accounts Payable	NORTHSTAR	$890.00		
89885	08/20/2025	Open			Accounts Payable	O'REILLY AUTO PARTS	$500.05		
89886	08/20/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	$1,127.54		
89887	08/20/2025	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	$3,280.41		
89888	08/20/2025	Open			Accounts Payable	Oroville Tow & Salvage	$250.00		
89889	08/20/2025	Open			Accounts Payable	PageFreezer Software Inc	$6,660.70		
89890	08/20/2025	Open			Accounts Payable	Paradise Audio Services	$80.00		
89891	08/20/2025	Open			Accounts Payable	PARADISE PERFORMING ARTS CENTER	$850.00		
89892	08/20/2025	Open			Accounts Payable	PARADISE POST	$138.64		
89893	08/20/2025	Open			Accounts Payable	PARADISE RIDGE CHAMBER OF COMMERCE	$170.00		
89894	08/20/2025	Open			Accounts Payable	PARADISE SANITATION COMPANY	$730.00		
89895	08/20/2025	Open			Accounts Payable	RENTAL GUYS - CHICO	$250.20		
89896	08/20/2025	Open			Accounts Payable	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CTR.	$107.00		
89897	08/20/2025	Open			Accounts Payable	Sierra Nevada Construction	$4,500.00		
89898	08/20/2025	Open			Accounts Payable	Sigler Pest Control	$50.00		
89899	08/20/2025	Open			Accounts Payable	Spherion Staffing	$3,765.39		
89900	08/20/2025	Open			Accounts Payable	Stratti	$4,278.00		
89901	08/20/2025	Open			Accounts Payable	Synergy Builders	$68,225.05		

TOWN OF PARADISE

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
89902	08/20/2025	Open			Accounts Payable	The Ferguson Group	$5,000.00		
89903	08/20/2025	Open			Accounts Payable	THOMAS ACE HARDWARE	$133.91		
89904	08/20/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	$408.23		
89905	08/20/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	$21.83		
89906	08/20/2025	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	$223.44		
89907	08/20/2025	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	$2,600.00		
89908	08/20/2025	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	$1,729.23		
89909	08/20/2025	Open			Accounts Payable	Warner Enterprises Inc	$1,046,617.92		
89910	08/20/2025	Open			Accounts Payable	WILSON PRINTING	$323.04		
89911	08/20/2025	Open			Accounts Payable	Digital Housing Development Inc	$437.46		
89912	08/21/2025	Open			Accounts Payable	Fleming Construction, Brandon Miland	$12,000.00		
89913	08/21/2025	Open			Accounts Payable	Fleming Construction, Brandon Miland	$9,258.66		
89914	08/21/2025	Open			Accounts Payable	ICMA 457 - MissionSquare	$3,684.57		
89915	08/21/2025	Open			Accounts Payable	STATE DISBURSEMENT UNIT	$656.29		
89916	08/28/2025	Open			Accounts Payable	Golden State Fire Apparatus, Inc	$13,545.71		
89917	08/28/2025	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	$100,000.00		
Type Check Totals:					186 Transactions		$6,514,026.67		
EFT									
251	08/05/2025	Open			Accounts Payable	CALPERS	$164,884.19		
252	08/06/2025	Open			Accounts Payable	Amazon Capital Services	$2,518.22		
253	08/06/2025	Open			Accounts Payable	COMCAST CABLE	$14.82		
254	08/06/2025	Open			Accounts Payable	COMCAST CABLE	$435.98		
255	08/06/2025	Open			Accounts Payable	COMCAST CABLE	$181.03		
256	08/06/2025	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	$9,628.53		
257	08/06/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	$1,629.99		
258	08/06/2025	Open			Accounts Payable	T MOBILE USA, INC.	$2,011.57		
259	08/20/2025	Open			Accounts Payable	Amazon Capital Services	$8,858.97		
260	08/20/2025	Open			Accounts Payable	COMCAST CABLE	$425.98		
261	08/20/2025	Open			Accounts Payable	COMCAST CABLE	$210.98		
262	08/20/2025	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	$10,256.61		
263	08/20/2025	Open			Accounts Payable	VERIZON WIRELESS	$570.15		
264	08/20/2025	Open			Accounts Payable	VERIZON WIRELESS	$282.39		
265	08/20/2025	Open			Accounts Payable	VERIZON WIRELESS	$1,420.70		
266	08/21/2025	Open			Accounts Payable	CALPERS - RETIREMENT	$74,303.64		
267	08/21/2025	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	$15,986.36		
268	08/21/2025	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	$6,164.27		
269	08/21/2025	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$50,405.83		
270	08/27/2025	Open			Accounts Payable	COMCAST CABLE	$435.98		
271	08/27/2025	Open			Accounts Payable	COMCAST CABLE	$420.98		
272	08/27/2025	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	$19,515.75		
Type EFT Totals:					22 Transactions		$370,562.92		

AP TCB - General Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	185	$6,492,768.01		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	1	$21,258.66		$0.00	
					Stopped	0	$0.00		$0.00	
					Total	186	$6,514,026.67		$0.00	

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	22	$370,562.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	22	$370,562.92	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	207	$6,863,330.93	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$21,258.66	$0.00
	Stopped	0	$0.00	$0.00
	Total	208	$6,884,589.59	$0.00

TOWN OF PARADISE

Payment Register

From Payment Date: 8/1/2025 - To Payment Date: 8/31/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
85624	08/14/2025	Open			Accounts Payable	Town of Paradise	$10,900,000.00		
Type Check Totals:					1 Transactions		$10,900,000.00		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$10,900,000.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$10,900,000.00	$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	0	$0.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	0	$0.00	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	$10,900,000.00	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	1	$10,900,000.00	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**186**	**$17,392,768.01**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$21,258.66**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**187**	**$17,414,026.67**	**$0.00**

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**22**	**$370,562.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**22**	**$370,562.92**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**208**	**$17,763,330.93**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$21,258.66**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**209**	**$17,784,589.59**	**$0.00**

Town of Paradise

Council Agenda Summary **Agenda Item: 2(c)**

Date: September 9, 2025

ORIGINATED BY:	Susan Hartman, Community Development Director – Planning & Wastewater
REVIEWED BY:	Eric Reinbold, Acting Town Manager Scott Huber, Town Attorney
SUBJECT:	Adoption of Ordinance No. 648
LONG-TERM RECOVERY PLAN:	No

COUNCIL ACTION REQUESTED:

1. Waive second reading of the entire Town Ordinance No. 648 and approve reading by title only; and,
2. Adopt Town Ordinance No. 648, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to the Agricultural Residential Zoning District; General Definitions; and the Animal Regulations"

Background:

On August 12, 2025, the Town Council introduced the above-noted Town ordinance for purposes of eventual adoption. If adopted, the proposed ordinance intends to amend the land uses for the Agricultural Residential 3- and 5-acre minimum zoning districts and potentially allow livestock to be kept on vacant residential property.

Analysis:

Town staff recommends the Town Council waive the second reading of this entire ordinance; read it by title only and formally adopt Town Ordinance No. 648 [copy attached]. Once adopted, the provisions of this ordinance will be effective thirty (30) days thereafter.

Financial Impact:

A nominal cost for publication of the ordinance within the local newspaper and for codification will be borne by the Town of Paradise.

TOWN OF PARADISE
ORDINANCE NO. 648

AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN PARADISE MUNICIPAL CODE TITLE 17 [ZONING] OF THE PARADISE MUNICIPAL CODE RELATIVE TO THE AGRICULTURAL RESIDENTIAL ZONING DISTRICT; GENERAL DEFINITIONS; AND THE ANIMAL REGULATIONS

SECTION 1. The definition of the term "Stables, Private" in Paradise Municipal Code Chapter 17.04 shall be amended to read as follows:

Stables, private. "Private stables" means boarding, breeding or raising of LIVESTOCK owned by the occupant of the premises or the owner of the property.

SECTION 2. Section 17.11.200 of Chapter 17.11 [Agricultural Residential (AR) Zones] of the Paradise Municipal Code shall be amended to read as follows:

17.11.200 Permitted and conditional uses.

In the agricultural residential zones, the following land uses are permitted where indicated by the letter "P," and are uses permitted subject to town issuance of a conditional use permit where indicated by the letter "C." Uses indicated by the letter "S" are permitted uses with town approval and issuance of a site plan review. Uses identified with the letter "A" are permitted land uses upon town approval and issuance of an administrative permit.

AR-1	AR-3	AR-5	Uses
—	C	C	Agricultural building
P	P	P	Agricultural employee housing, limited residential
—	C	C	Agricultural processing
S	S	S	Agricultural services
A	A**	A**	Animal production/livestock
C	C	C	Bed and breakfast
—	C	C	Campground
—	C	C	Cemetery
—	C	S	Commercial composting
C	C	C	Community care facility
P	P	P	Community care facility (limited residential)
P	P	P	Crop production
P	P	P	Dwelling, accessory
A	A	A	Dwelling, secondary
C	C	C	Educational facility
C	S	S	Electric generation (limited)
P	P	P	Family daycare home
P	P	P	Guidance services (limited)
C	C	C	Guidance services (general)
P	P	P	Horticulture

C	S	P	Kennel (indoor)
—	C	C	Kennel (outdoor)
P	P	P	Open space
C	C	C	Park and recreation
C	C	C	Religious assembly
C	C	C	Safety service
P	P	P	Single-family residence
—	C	S	Stable (commercial)
A	P	P	Stable (private)
C	C	C	Two-family residence*
C	C	C	Utility service (major)
P	P	P	Utility service (minor)

* Density not applied if lot larger than three (3) acres.
** Use is permitted in association with an established on-site residence, or owner's residence on an adjoining property, and is subject to all applicable minimum requirements set forth in Chapter 17.35 Animal Regulations.

SECTION 3. Section 17.35.200 [General requirements] of the Paradise Municipal Code shall be amended to read as follows:

17.35.200 General requirements.

The long-term keeping of livestock animals upon properties within the AR-1, AR-3, AR-5, RR-1, RR-2/3, RR-1/2, TR-1, TR-1/2, and TR-1/3 zoning districts is potentially permitted subject to the specific land use regulations within each zone; and solely in association with established on-site residential uses, and subject to all applicable minimum requirements set forth in this section of Chapter 17.35. Livestock animals within the AR-3 and AR-5 zoning districts may be established without an on-site residential use, subject to the specific land use regulations within their zones and all applicable minimum requirements of Chapter 17.35, and with an approved animal management plan.

SECTION 4. The following Animal Management Plan is hereby adopted by reference.

Town of Paradise
Animal Management Plan

Property Address: _____

Parcel Number: _____

Owner/Applicant Name: _____

Phone: _____ **Email:** _____

Permit Type: ☐ Residential Animal Keeping ☐ Targeted Grazing (Temporary)

1. Purpose of Animal Keeping

☐ Personal use (e.g., hobby farming, pets)
☐ Weed and brush control
☐ Agricultural/production use
☐ Other: _____

---

2. Number and Type of Livestock

- Number and types of livestock proposed:_____
  _____
- Will livestock be kept permanently on-site? ☐ Yes ☐ No (explain): _____
  _____
- Will livestock be bred on-site? ☐ Yes ☐ No
- Will any male goats (bucks) be kept? ☐ Yes ☐ No

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3. Site Details

- Total lot size: _____ acres
- Usable grazing/pen area: _____ sq ft
- Distance of pens/enclosure from nearest residence: _____ ft
- Zoning designation: _____

---

4. Enclosure and Shelter

- Describe fencing type and height (minimum 4 ft required – temporary construction fencing is not sufficient for permanent keeping):

  _____

- Will electric fencing be used? ☐ Yes ☐ No
  - If yes, include safety measures: _____
- Describe the animal shelter (livestock stables, ag building):

  _____

- Frequency of cleaning: ☐ Daily ☐ Weekly

- Manure storage method: _____

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5. Predation Protection

- Livestock will be secured in a locked shelter or barn at night to deter predators. ☐ Yes ☐ No
- Predator Deterrents:
  - Motion-activated lights near the enclosure? ☐ Yes ☐ No
  - Reinforced fencing? ☐ Yes ☐ No
  - Use of guardian animals? ☐ Yes ☐ No
    - If yes, what kind and how many?_____
- Monitoring:
  - Property will be checked daily for signs of predator activity. ☐ Yes
  - Prompt repairs will be made to any damaged fencing or shelter. ☐ Yes

---

6. Feed, Water, and General Care

- Describe feed type (hay, browse, pellets, etc.):

- Water source: ☐ PID ☐ Well ☐ Other: _____
- How will water be distributed: ☐ Hose ☐ Automatic trough ☐ Other: _____
- Vet name/contact: _____
- Hoof trimming/care schedule: ☐ Monthly ☐ Quarterly ☐ Other: _____

---

7. Waste Management Plan

- Manure will be:
  ☐ Composted on site
  ☐ Collected and hauled offsite
  ☐ Other: _____
- Measures to control odor and pests:

- Runoff prevention (e.g., distance from storm drains, berms, tarps):

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8. Emergency Preparedness

- Fire evacuation plan for livestock (if applicable):

- Contact for emergency care or temporary relocation:

9. Grazing Plan (if applicable)

For temporary grazing projects:

- Duration of grazing period: _____ (start/end dates)
- Grazing area size: _____ sq ft/acres
- Supervisor name/contact: _____
- Supervision frequency: ☐ On-site ☐ Check-ins every ___ hrs.
- Fence type & signage: _____
- Plan for soil stabilization or reseeding after grazing: _____

10. Community Considerations

- Plan to minimize noise/odor impacts:

- Neighbor notification or outreach (if applicable):
  ☐ Will notify adjacent property owners
  ☐ Not applicable, livestock will be over 100’ from property lines
- Complaint response plan:

11. Certification

I certify that the information provided above is true and complete, and I agree to comply with all applicable local, state, and federal regulations regarding the keeping of livestock.

Signature of Owner/Applicant: _____
Date: _____

SECTION 5. CEQA COMPLIANCE. The Town Council finds and determines that the enactment of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) (General Rule Exemption).

SECTION 6. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of September, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steve Crowder, Mayor

ATTEST:

_____
Melanie Elvis, Town Clerk/Elections Official

APPROVED AS TO FORM:

_____
Scott E. Huber, Town Attorney

Town of Paradise

Council Agenda Summary **Agenda Item: 5(a)**

Date: September 9, 2025

ORIGINATED BY:	Susan Hartman, Community Development Director – Planning & Wastewater
REVIEWED BY:	Eric Reinbold, Acting Town Manager Scott Huber, Town Attorney
SUBJECT:	Consider Introducing an Ordinance Amending Title 17 (Zoning) of the Paradise Municipal Code Relating to Temporary Construction Laydown Yards
LONG TERM RECOVERY PLAN:	No

COUNCIL ACTION REQUESTED:

1. Conduct a duly noticed and published public hearing; and,
2. Concur with the project "CEQA determination" finding presented and considered by the Planning Commission on July 15, 2025, and embodied within Planning Commission Resolution No 2025-06; and,
3. Waive the first reading of the entire Town Ordinance No. 649 and read by title only; and,
4. Introduce Town Ordinance No. 649, "An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to Temporary Storage Yards for Work in Public and Private Rights-of-Way"; or,
5. Provide alternative direction to town staff.

Background:

Following the Camp Fire, it is widely understood that underground electrical lines and utilities offer an increased level of safety for residents and the Town. Pacific Gas and Electric and other utility providers have agreed to relocate their utility lines to underground facilities. Additionally, some of Paradise Irrigation District's (PID) water mains suffered post-fire damage that required repair and replacement.

In 2019, as part of the urgency ordinance requiring fire debris removal, the Town allowed laydown yards for the removal of fire damaged debris, including utilities. This allowed debris removal workers to set up off-site storage yards during the initial cleanup efforts, which eventually expired. Following requests from PG&E, in the spring 2023, the Council directed staff to bring a new urgency ordinance forward for consideration to allow the utility companies to utilize "laydown yards" near where undergrounding activities are occurring so that equipment and supplies could be temporarily staged near the underground work. These utility laydown yards would be subject to either a temporary use permit (when on commercial property) or an administrative use permit (when on residential property). Laydown yards on residentially zoned property would require a 10-day mailing notification to offer neighboring landowners the opportunity to request a formal hearing before the Town approved the use and laydown yards on private roads would require the co-signature of all private landowners with deeded interest to the road, similar to the requirements of a home-based business on a private road. Ultimately adopted by the Council in June 2023, the

urgency ordinance authorizing laydown yards for underground utility contractors is set to expire on December 31, 2025.

Analysis:

Discussions with Public Works staff, PG&E, and PID indicate that roadway work will continue to be active in town until at least the end of 2028. Consultation with the Town's legal counsel has led staff to propose a readoption of the previous ordinance from that of an urgency ordinance to a regular zoning ordinance. While the Town's existing temporary use regulations allow storage yards, with a Temporary Use Permit on active construction sites, the construction sites in question are rights-of-way (roadways) where it is not feasible to store vehicles and equipment. Therefore, only the current urgency ordinance allows utility contractors to secure a neighboring, privately owned property to permit as their storage yard ("laydown yard").

While the initial purpose of the urgency ordinance was to expedite the completion of the emergency underground utility work following the Camp Fire, staff has recognized the on-going need for this type of temporary use permit to be available to contractors working in roadways in the future, including the Town's paving program and sewer project, in which case the ordinance is better placed as a regular zoning ordinance in Title 17 of the Paradise Municipal Code (PMC) and not as an urgency ordinance.

Currently, the temporary use regulations in PMC Chapter 17.32 allow for a "*contractor's office, storage yard, and equipment parking and servicing <u>on the site</u> of an active construction project*" with the issuance of a Temporary Use Permit. Staff would propose adding another allowance for those same uses but for when the construction site is located within public and private rights-of-way.

The urgency ordinance requirement for an Administrative Permit with 10-day public noticing on residentially zoned properties came about from previous complaints received on laydown yards in residential areas. However, since implementing that requirement in 2023, staff have received no requests for hearings or complaints on residential laydown yards. Therefore, staff does not recommend moving forward with this time-consuming permitting process for residential lots but rather use the one Temporary Use Permit for all laydown yards regardless of zoning. However, the requirement for all landowners to sign off on a laydown yard proposed on a private road easement would remain, as those affected landowners are financially responsible for the construction and maintenance of the private road. Temporary Use Permits, like Administrative Permits, have a process for revocation should the permitted activity not be conducted in a manner that complies with the PMC and/or the permit conditions. Therefore, there is no less enforceability by removing the requirement for an Administrative Permit.

Planning staff, and the Town Attorney have determined that the nature of the proposed text amendments is sufficiently minor in that there is no possibility adoption and implementation of the amendment would result in a direct and significantly adverse effect on the environment. Thus, the proposed amendment can be found to be exempt from the requirements of the California Environmental Quality Act [CEQA], pursuant to CEQA Guidelines section 15061 (b)(3) [General Rule Exemption].

Financial Impact:

If the ordinance amendments are ultimately adopted, future General Fund revenues would be increased due to the ability of contractors to secure temporary use permits on private property for construction jobs in public and private roadways that would not otherwise be allowed after 2025.

ATTACHMENTS:

1. Notice of public hearing for the proposed text amendments.
2. CEQA Notice of Exemption dated July 8, 2025.
3. Copy of Planning Commission Resolution No. 2025-06, “A Resolution of the Paradise Planning Commission Recommending Town Council Adoption of Text amendments to Title 17 of the Paradise Municipal Code Relative to Temporary Storage Yards for Work in Public and Private Rights-of-Way”.
4. Town of Paradise Ordinance No. _____, “An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 of the Paradise Municipal Code Relative to Temporary Storage Yards for Work in Public and Private Rights-of-Way”.

TOWN OF PARADISE
NOTICE OF PUBLIC HEARING
PARADISE TOWN COUNCIL

NOTICE IS HEREBY GIVEN by the Paradise Town Council that a public hearing will be held on Tuesday, September 9, 2025 at 6:00 p.m. in the Paradise Town Hall Conference Room, 5555 Skyway, Paradise, CA, regarding the following matter:

a. Item determined to be exempt from environmental review under CEQA Guidelines section 15061(b)(3) (General rule exemption)

PARADISE MUNICIPAL CODE: Town Council consideration of a Planning Commission resolution recommending Town Council adoption of proposed text amendments to the zoning regulations in Paradise Municipal Code (PMC) Title 17 (Zoning Ordinance). If adopted by the Town Council, the amendment would add additional circumstances under which a temporary construction laydown yard could be established.

The project file is available for public inspection at the Development Services Department, Building Resiliency Center, 6295 Skyway, Paradise. If you challenge this project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Town Clerk at, or prior to, the public hearing. For further information please contact the Development Services Department at (530) 872-6291, extension 424.

Melanie Elvis
Town Clerk

NOTICE OF EXEMPTION

To: **File**

From: **Town of Paradise, Development Services Department, Planning Division, 6295 Skyway, Paradise, CA 95969**

Project Title:	PMC Title 17 [Zoning] Text Amendments
Project Applicant:	Town of Paradise
Project Location:	N/A
Project Description:	Amendments to the Town Zoning Ordinance relative to temporary storage yards for work in public and private rights-of-way.
Approving Public Agency:	Town of Paradise
Person or Agency Carrying Out Project:	Town of Paradise
Exempt Status:	_____ Ministerial (Section 15268) _____ Emergency Project (Section 15269) _____ Categorical Exemption (Section 15302) __X__ General Rule Exemption (Section 15061)
Reason for Exemption:	The amendments do not constitute a project under CEQA, no physical activity is planned and there is no possibility of a significant environmental effect.
Contact Person:	Susan Hartman, Planning Director (530) 872-6291 x424
Signature:	S Hartman _____
Date:	07/08/2025

TOWN OF PARADISE PLANNING COMMISSION
RESOLUTION 2025-06

A RESOLUTION OF THE PARADISE PLANNING COMMISSION RECOMMENDING TOWN COUNCIL ADOPTION OF TEXT AMENDMENTS TO TITLE 17 OF THE PARADISE MUNICIPAL CODE RELATIVE TO TEMPORARY STORAGE YARDS FOR WORK IN PUBLIC AND PRIVATE RIGHTS-OF-WAY

WHEREAS, the Town of Paradise is legally required to direct and regulate land development and land uses via zoning regulations and other means that are consistent with its current Paradise General Plan as well as current state planning and zoning law; and

WHEREAS, the Paradise Planning Commission finds that there is a compelling need for the Town Council of the Town of Paradise to adopt the foregoing Paradise Municipal Code (PMC) amendments to assist with post-fire infrastructure repair efforts relating to the undergrounding of utilities and paving work happening in public and private rights-of-way and to minimize any related effects to the health, property, safety and welfare of Town citizens, and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on July 15, 2025 to study and consider recommending Town Council adoption of text amendments to PMC Title 17 (Zoning Ordinance) as proposed by Town staff; and

WHEREAS, the public review also included review and determination that the proposed PMC text amendment is an activity that is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (general rule exemption) because there is no possibility that the amendment would result in a significantly adverse effect upon the environment; and

WHEREAS, the Planning Commission has considered the recommendation of the Town staff, etc., as well as input received during the public hearing; and on the basis of the foregoing, has determined that the text amendments to PMC Title 17 (Zoning Ordinance) is warranted at this time in order to allow the expanded use of construction laydown yards within the Town of Paradise.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Paradise as follows:

The Planning Commission hereby recommends to the Town Council of the Town of Paradise, adoption of the proposed text amendments to PMC Title 17 (Zoning Ordinance) as set forth in **Exhibit "A"** attached hereto and made a part of by reference; and recommends to the Town Council that the proposed Paradise Municipal Code text amendments is not subject to the requirements of the California Environmental Quality Act (CEQA) in accordance with the general rule categorical exemption provisions of CEQA Guidelines Section 15061.

TOWN OF PARADISE
PLANNING COMMISSION
RESOLUTION NO. 2025-06

PASSED AND ADOPTED by the Planning Commission of the Town of Paradise this 15th day of July 2025 by the following Vote:

AYES: Kate Anderson, Carissa Garrard, Zeb Reynolds, Shawn Shingler, and Charles Holman, Chair

NOES: None

ABSENT: None

ABSTAIN: None

Charles Holman, Chair

ATTEST: 7-16-2025

Melanie Elvis, Town Clerk

EXHIBIT "A"

SECTION 1. Amend the allowed temporary use land uses listed in Section 17.32.100.B [Temporary use regulations] to read:

The following temporary land uses shall be allowed subject to the regulations set forth within this chapter. Note: All temporary land uses that include food sales require a permit from the Butte County department of public health.

A. Model homes or apartment and related real estate sales activities, located within a subdivision or residential development: temporary use permit required;

B. Contractor's office, storage yard, and equipment parking and servicing on the site of an active construction project or on private property to service an active construction project in public or private rights-of-way: temporary use permit required~~;~~.

1. The director may establish such additional conditions as necessary to ensure land use compatibility and to minimize potential negative impacts, which may include but is not limited to the following:

   a. Hours and frequency of operation;

   b. Temporary arrangements for parking and circulation;

   c. Requirements for screening or enclosure;

   d. Guarantees for site restoration and cleanup following temporary storage use;

   e. Posting of a sign at the entrance of the temporary storage yard with site supervisor contact information;

   f. Restrict access to septic tank and leach field areas on the temporary storage yard property;

   g. Requirements for dust control and maintenance of temporary storage yard property; and

   h. Use of a private road easement to access a temporary storage yard on private property serving a construction project in public or private rights-of-way shall not be permitted unless written consent to such use is provided by all property owners having legal interest in the private road easement.

TOWN OF PARADISE
ORDINANCE NO. ____

AN ORDINANCE AMENDING TEXT REGULATIONS WITHIN PARADISE MUNICIPAL CODE TITLE 17 OF THE PARADISE MUNICIPAL CODE RELATIVE TO TEMPORARY STORAGE YARDS FOR WORK IN PUBLIC AND PRIVATE RIGHTS-OF-WAY

SECTION 1. Amend the allowed temporary use land uses listed in Section 17.32.100.B [Temporary use regulations] to read:

The following temporary land uses shall be allowed subject to the regulations set forth within this chapter. Note: All temporary land uses that include food sales require a permit from the Butte County department of public health.

A. Model homes or apartment and related real estate sales activities, located within a subdivision or residential development: temporary use permit required;

B. Contractor's office, storage yard, and equipment parking and servicing on the site of an active construction project or on private property to service an active construction project in public or private rights-of-way: temporary use permit required~~;~~.

1. The director may establish such additional conditions as necessary to ensure land use compatibility and to minimize potential negative impacts, which may include but is not limited to the following:

    a. Hours and frequency of operation;

    b. Temporary arrangements for parking and circulation;

    c. Requirements for screening or enclosure;

    d. Guarantees for site restoration and cleanup following temporary storage use;

    e. Posting of a sign at the entrance of the temporary storage yard with site supervisor contact information;

    f. Restrict access to septic tank and leach field areas on the temporary storage yard property;

    g. Requirements for dust control and maintenance of temporary storage yard property; and

    h. Use of a private road easement to access a temporary storage yard on private property serving a construction project in public or private rights-of-way shall not be permitted unless written consent to such use is provided by all property owners having legal interest in the private road easement.

SECTION 2. CEQA COMPLIANCE. The Town Council finds and determines that the enactment of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) (General Rule Exemption).

SECTION 3. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this _____day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Steve Crowder, Mayor

ATTEST:

_____
Melanie Elvis, Town Clerk/Elections Official

APPROVED AS TO FORM:

_____
Scott E. Huber, Town Attorney

Town of Paradise

Council Agenda Summary **Agenda Item: 6(a)**

Date: September 9, 2025

ORIGINATED BY: Aimee Beleu, Finance Director/Town Treasurer

REVIEWED BY: Eric Reinbold, Acting Town Manager

SUBJECT: Quarterly Investment Report

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Review and file the 4th Quarter Investment Report for the Fiscal Year Ending June 30, 2025. (ROLL CALL VOTE)

Background:

Attached is the report on the Town's cash and investments for the quarter ending *June 30, 2025*.

A Tri-Counties checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit.

The Town utilizes the State of California managed Local Agency Investment Fund (LAIF) for investment of General Fund cash in excess of immediately needed operating capital. LAIF provides for same day liquidity as funds can be transferred electronically through computer authorization between LAIF and the Town checking account. LAIF has also provided historically competitive yields, with a return of *4.27%* for the period ending *June 30, 2025*.

California CLASS is a joint exercise of powers entity authorized under Section 6509.7, California Government Code. California CLASS is a pooled investment option that was created via a joint exercise of powers agreement (JPA Agreement) by and among California public agencies. California CLASS provides the Town with a convenient method for investing in high-quality, short- to medium-term securities carefully selected to optimize interest earnings while maximizing safety and liquidity. The California CLASS Prime fund has provided the Town with an opportunity to strengthen and diversify its cash management programs in accordance with the safety, liquidity, and yield hierarchy that governs the investment of public funds. CLASS has provided a very competitive yield, with a return of 4.38*%* for the quarter ending *June 30, 2025*.

The newest addition to Town's investment portfolio is Tri-Counties Bank Money Market Account. The Town also utilizes Tri-Counties Money Market Account for cash in excess of immediately needed operating capital. Tri-Counties provides for same day liquidity as funds can be transferred electronically through computer authorization between the Town's checking accounts. Tri-Counties Bank is providing competitive yields, with a return of 3.99*%* for the period ending *June 30, 2025*.

In July 2020, the Town received a net settlement from PG&E related to the 2018 Camp Fire in the amount of $219,187,262. Since that time, the Town continues to utilize four investment vehicles to manage these funds. Securities purchases are held in a custodial account with US Bank. The Town has contracted with Meeder Investments to assist with management of these funds. Excess funds that are not invested in specific securities are held in the State of California managed Local Agency Investment Fund (LAIF), California CLASS and Tri-Counties Bank Money Market Account. Future use of these funds continues to be evaluated through a long-term fiscal sustainability model. Based on current rebuild rates and revenue growth trends, at this time it is expected that at least 80% of the total fund balance will be required to be utilized for long-term revenue backfill to ensure continued fiscal sustainability. US Bank Custodial has provided yields of *3.25%* for the quarter ending *June 30, 2025*.

In June of 2011, the Town established an irrevocable trust to begin funding the future obligations associated with retiree health as required by GASB 45. The funds are being managed by Self-Insured Schools of California (SISC) and can only be used for the payment of retiree health benefits. SISC has provided yields of 5.47% for the quarter ending *June 30, 2025*.

Financial Impact:

Total investment earnings for the quarter ending *June 30, 2025* are *$1,073,915*

	Meeder	*Class*	*Tri Counties*	*LAIF #1*	*LAIF #2*	*Total*
Q1	$ 1,076,348	$ 221,096	$ 98,129	$ 591	$ 12,872	**$ 1,409,035**
Q2	$ 573,033	$ 160,554	$ 62,619	$ 586	$ 12,773	**$ 809,566**
Q3	$ 622,618	$ 127,806	$ 108,244	$ 562	$ 12,244	**$ 871,473**
Q4	$ 857,770	$ 129,241	$ 74,034	$ 565	$ 12,307	**$ 1,073,915**
	$ 3,129,769	$ 638,697	$ 343,026	$ 2,303	$ 50,195	$ 4,163,989

MEEDER
PUBLIC FUNDS



Town of Paradise Operating Account

Quarterly Investment Report

June 30, 2025

Your Investment Representative:
Jim McCourt
(614) 923-1151
jmccourt@meederinvestment.com

For questions about your account please contact your investment representative or contact publicfundsoperations@meederinvestment.com
Dublin, Ohio | Lansing, Michigan | Long Beach, California | Austin, Texas | 866-633-3371 | www.meederpublicfunds.com

Town of Paradise Operating Account

PORTFOLIO SUMMARY

As of June 30, 2025

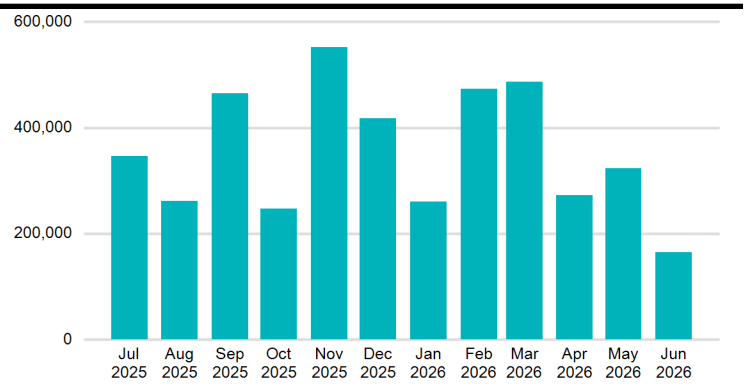
QUARTERLY RECONCILIATION

Beginning Book Value	**187,175,240.20**
Contributions	
Withdrawals	
Prior Month Management Fees	(16,500.00)
Prior Month Custodian Fees	(3,498.61)
Realized Gains/Losses	(118,401.97)
Purchased Interest	(33,855.54)
Gross Interest Earnings	1,010,027.04
Ending Book Value	**188,013,011.12**

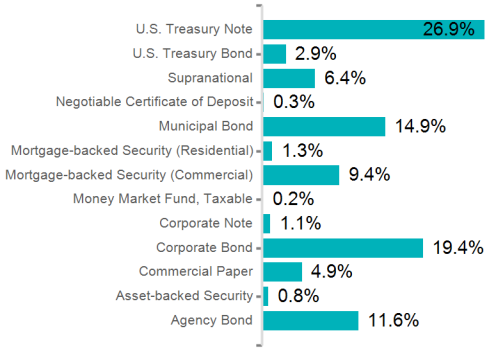
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	3.25%
Portfolio Effective Duration	1.97 yrs
Weighted Average Maturity	2.25 yrs
Weighted Average Life	2.08 yrs

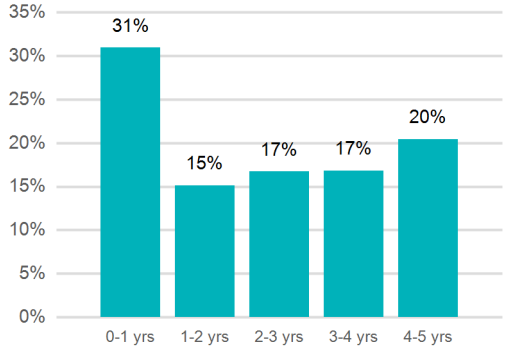
PROJECTED MONTHLY INCOME SCHEDULE



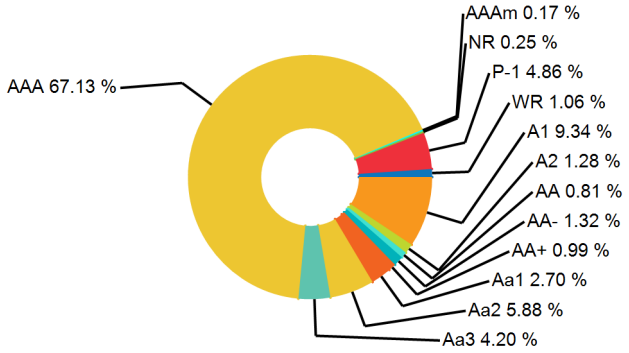
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



PROJECTED INCOME SCHEDULE

As of June 30, 2025

MEEDER PUBLIC FUNDS

CUSIP	SECURITY DESCRIPTION	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
023135BS4	Amazon.com, Inc. 1.500% 06/03/2030						30,000						30,000
023135CF1	Amazon.com, Inc. 3.300% 04/13/2027				33,000						33,000		
03667PHE5	Antelope Valley Community College District 0.866% 08/01/2025		736										
037833CJ7	Apple Inc. 3.350% 02/09/2027		25,125						25,125				
037833DB3	Apple Inc. 2.900% 09/12/2027			14,500						14,500			
037833EB2	Apple Inc. 0.700% 02/08/2026		17,500						28,750				
05522RDJ4	BA Credit Card Trust 4.930% 05/15/2029	1,011	1,011	1,011	1,011	1,011							
13034AL65	California Infrastructure and Economic Development Bank 0.765% 10/01/2025				(3,425)								
13063DC48	California, State of 1.700% 02/01/2028		7,650						7,650				
13063EGT7	California, State of 4.500% 08/01/2029		38,250						38,250				
14913R2Q9	Caterpillar Financial Services Corporation 1.150% 09/14/2026			14,375						14,375			
157432MG7	Chaffey Community College District 4.450% 06/01/2028						45,711						23,919
157432MH5	Chaffey Community College District 4.530% 06/01/2029						43,287						22,650
17275RBX9	Cisco Systems, Inc. 4.750% 02/24/2030		47,500						47,500				
20056XAC2	Commerce, City of 1.212% 08/01/2026		3,182						3,182				
206849GN5	Conejo Valley Unified School District 0.974% 08/01/2025		998										
20772KNX3	Connecticut, State of 1.123% 06/01/2026						12,353						(737)

PROJECTED INCOME SCHEDULE

As of June 30, 2025

CUSIP	SECURITY DESCRIPTION	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
21969AAE2	Corona, City of 1.361% 05/01/2026					13,100						6,763	
22533TUM6	Credit Agricole Corporate and Investment Bank 07/21/2025	65,379											
22533TYS9	Credit Agricole Corporate and Investment Bank 11/26/2025					138,180							
24422EWD7	John Deere Capital Corporation 2.350% 03/08/2027			17,625						17,625			
30303M8L9	Meta Platforms, Inc. 4.600% 05/15/2028					69,000						69,000	
3130AMWE8	FHLBANKS 1.00% 06/30/2028						15,000						20,000
3130ATUS4	FHLB 4.250% 12/10/2027						14,875						14,875
3132XFRD2	Federal Home Loan Mortgage Corporation 4.200% 07/01/2029	7,312	7,180	7,047	6,913	6,779	6,644	6,508	6,372	6,235	6,097	5,959	5,820
3132XKTY3	Federal Home Loan Mortgage Corporation 4.140% 08/01/2029	9,840	9,669	9,497	9,324	9,150	8,975	8,800	8,623	8,446	8,268	8,090	7,910
3133EMMR0	FFCB 0.470% 01/12/2026	5,499											
3133EP4A0	FFCB 4.250% 02/28/2029		21,250						21,250				
3133EPNH4	FFCB 3.875 06/21/2028						21,313						21,313
3133ERAK7	FFCB 4.375% 04/10/2029				54,688						54,688		
3134GXFA7	FMCC 0.650% 11/26/2025					9,750							
3135G06Q1	FNMA 0.640% 12/30/2025						5,850						
3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	2,101	2,054	2,008	1,961	1,915	1,868	1,821	1,773	1,726	1,678	1,630	1,582
3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	3,527	3,212	2,896	2,578	2,260	1,941	1,620	1,298	975	651	326	326
3137FQK77	Federal Home Loan Mortgage Corporation 2.512% 10/25/2026	3,183	3,049	2,915	2,781	2,646	2,510	2,375	2,238	2,102	1,965	1,827	1,689

Town of Paradise Operating Account

PROJECTED INCOME SCHEDULE

As of June 30, 2025

CUSIP	SECURITY DESCRIPTION	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
3137HFF59	Federal Home Loan Mortgage Corporation 4.618% 07/25/2029	10,428	10,239	10,049	9,858	9,666	9,473	9,279	9,084	8,889	8,692	8,494	8,296
3137HLJA1	Federal Home Loan Mortgage Corporation 4.513% 02/25/2030	13,539	7,303	7,181	7,058	6,934	6,810	6,686	6,560	6,435	6,308	6,182	6,054
3140HUFK7	Federal National Mortgage Association, Inc. 2.790% 07/01/2029	6,270	6,152	6,033	5,913	5,793	5,673	5,553	5,432	5,310	5,189	5,067	4,944
3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	3,010	2,935	2,860	2,784	2,708	2,632	2,555	2,478	2,401	2,324	2,246	2,167
38149MZJ5	Goldman Sachs Bank USA Holdings LLC 1.050% 09/08/2026			1,318						1,297			
419792ZL3	State of Hawaii 0.852% 10/01/2025				(30,950)								
4581X0EN4	IADB 4.125% 02/15/2029		68,269						68,269				
459058JS3	IBRD 0.650% 02/10/2026		6,500						24,780				
45950VPU4	IFC 0.75% 03/23/2026			7,500						12,620			
478160DH4	Johnson & Johnson 4.550% 03/01/2028			48,281						45,500			
48128GU99	JPMorgan Chase & Co. 1.250% 07/31/2027	15,625						15,625					
482124SP0	Jurupa Unified School District 1.059% 08/01/2025		(1,617)										
50420BDE9	La Quinta, City Of 1.168% 09/01/2025			(11,280)									
56781RJJ7	Marin Community College District 5.000% 08/01/2025		(227,520)										
574193TR9	Maryland, State of 0.660% 08/01/2025		(4,680)										
63873JYJ3	Natixis 11/18/2025					64,950							
69371RR99	PACCAR Financial Corp. 3.550% 08/11/2025		33,480										
696735QQ5	Palmdale School District 1.071% 08/01/2026		1,339						1,339				
713448FX1	PepsiCo, Inc. 4.500% 07/17/2029	26,550						26,550					

PROJECTED INCOME SCHEDULE

As of June 30, 2025

CUSIP	SECURITY DESCRIPTION	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
713448GB8	PepsiCo, Inc. 4.600% 02/07/2030		28,750						28,750				
742651DY5	PEFCO 1.400% 07/15/2028	20,475						20,475					
742651DZ2	PEFCO 3.900% 10/15/2027				33,150						33,150		
742718FZ7	Procter & Gamble Company, The 3.950% 01/26/2028	39,204						39,204					
7954507A7	Sallie Mae Bank 1.000% 07/14/2026	1,230						1,250					
798186N81	San Jose Unified School District 0.558% 08/01/2025		2,790										
80182AAE9	Santa Cruz, County of 1.024% 06/01/2026						10,931						13,930
802649TJ2	Santa Rosa, City of 0.977% 09/01/2025			(16,884)									
880591EZ1	TVA 3.875% 03/15/2028			40,688						40,688			
89236TJZ9	Toyota Motor Credit Corporation 3.050% 03/22/2027			26,688						26,688			
89236TLN3	Toyota Motor Credit Corporation 5.000% 01/22/2029	52,500						52,500					
9128284N7	UST 2.875% 05/15/2028					31,625						31,625	
912828U24	UST 2.000% 11/15/2026					33,000						33,000	
912828X88	UST 2.375% 05/15/2027					34,438						34,438	
91282CCP4	UST 0.625% 07/31/2026	7,813						7,813					
91282CCW9	UST 0.750% 08/31/2026		9,375						9,375				
91282CCZ2	UST 0.875% 09/30/2026			12,906						12,906			
91282CEV9	UST 3.250% 06/30/2029						43,875						43,875
91282CEW7	UST 3.250% 06/30/2027						40,625						40,625
91282CFH9	UST 3.125% 08/31/2027		35,938						35,938				
91282CFL0	UST 3.875% 09/30/2029			65,875						65,875			

Town of Paradise Operating Account

PROJECTED INCOME SCHEDULE

As of June 30, 2025

MEEDER PUBLIC FUNDS

CUSIP	SECURITY DESCRIPTION	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
91282CFM8	UST 4.125% 09/30/2027			19,594						19,594			
91282CFZ9	UST 3.875% 11/30/2027					54,250						54,250	
91282CGP0	UST 4.000% 02/29/2028		44,500						44,500				
91282CHK0	UST 4.000% 06/30/2028						50,000						50,000
91282CHQ7	UST 4.125% 07/31/2028	51,563						51,563					
91282CHX2	UST 4.375% 08/31/2028		44,844						44,844				
91282CJA0	UST 4.625% 09/30/2028			58,391						58,391			
91282CJR3	UST 3.750% 12/31/2028						37,500						37,500
91282CKG5	UST 4.125% 03/31/2029			51,563						51,563			
91282CMA6	UST 4.125% 11/30/2029					54,656						54,656	
91282CMU2	UST 4.000% 03/31/2030			62,000						62,000			
91282CMZ1	UST 3.875% 04/30/2030				67,813						67,813		
931142FB4	Walmart Inc. 3.900% 04/15/2028				42,900						42,900		
969268DG3	William S. Hart Union High School District 0.757% 08/01/2025		3,785										
TOTAL		**346,058**	**260,746**	**464,633**	**247,356**	**551,810**	**417,846**	**260,174**	**473,360**	**486,138**	**272,722**	**323,552**	**356,739**

POSITION STATEMENT

As of June 30, 2025

MEEDER PUBLIC FUNDS

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
00266CASH	LAIF-PG&E	6/30/2025 6/30/2025	$51,533.56	$51,533.56	$51,533.56	4.27%	0.003 0.003	$1.00 $51,533.56	$0.00	0.02%	NR
00343CASH	California CLASS Prime Fund	6/30/2025 6/30/2025	$11,965,551.29	$11,965,551.29	$11,965,551.29	4.38%	0.003 0.003	$1.00 $11,965,551.29	$0.00	5.78%	
00365CASH	LAIF-GENERAL	6/30/2025 6/30/2025	$1,123,280.57	$1,123,280.57	$1,123,280.57	4.27%	0.003 0.003	$1.00 $1,123,280.57	$0.00	0.54%	
00378CASH	Tri Counties Bank Money Market Account x4138	6/30/2025 6/30/2025	$5,071,825.72	$5,071,825.72	$5,071,825.72	3.99%	0.003 0.003	$1.00 $5,071,825.72	$0.00	2.45%	
31846V567	First American Funds, Inc.	6/30/2025 6/30/2025	$325,698.26	$325,698.26	$325,698.26	4.21%	0.003 0.003	$1.00 $325,698.26	$0.00	0.16%	AAAm
	SubTotal		**$18,537,889.40**	**$18,537,889.40**	**$18,537,889.40**	**4.26%**		**$18,537,889.40**	**$0.00**	**8.96%**	
Agency Bond											
3134GXFA7	FMCC 0.650% 11/26/2025	11/24/2020 11/30/2020	$3,000,000.00	$3,000,000.00	$3,000,000.00	0.65%	0.408 0.406	$98.45 $2,953,530.00	($46,470.00)	1.43%	Aaa AA+
3135G06Q1	FNMA 0.640% 12/30/2025	12/23/2020 12/30/2020	$3,000,000.00	$3,003,750.00	$3,003,750.00	0.61%	0.501 0.765	$98.13 $2,944,026.00	($59,724.00)	1.42%	Aaa AA+
3133EMMR0	FFCB 0.470% 01/12/2026	1/5/2021 1/12/2021	$2,340,000.00	$2,336,536.80	$2,336,536.80	0.50%	0.537 0.532	$97.98 $2,292,755.40	($43,781.40)	1.11%	Aaa AA+
742651DZ2	PEFCO 3.900% 10/15/2027	6/14/2023 6/16/2023	$1,700,000.00	$1,680,883.50	$1,680,883.50	4.19%	2.293 2.198	$99.66 $1,694,186.00	$13,302.50	0.82%	Aaa AA+
3130ATUS4	FHLB 4.250% 12/10/2027	12/20/2022 12/21/2022	$700,000.00	$710,829.00	$710,829.00	3.90%	2.447 2.343	$101.12 $707,822.50	($3,006.50)	0.34%	Aaa AA+
880591EZ1	TVA 3.875% 03/15/2028	3/28/2023 3/30/2023	$2,100,000.00	$2,088,678.90	$2,088,678.90	4.00%	2.710 2.570	$100.29 $2,106,069.00	$17,390.10	1.02%	Aaa AA+
3133EPNH4	FFCB 3.875 06/21/2028	6/15/2023 6/21/2023	$1,100,000.00	$1,095,105.00	$1,095,105.00	3.97%	2.978 2.836	$100.26 $1,102,838.00	$7,733.00	0.53%	Aaa AA+
3130AMWE8	FHLBANKS 1.00% 06/30/2028	5/14/2024 5/15/2024	$2,000,000.00	$1,792,380.00	$1,792,380.00	4.80%	3.003 2.927	$94.97 $1,899,360.00	$106,980.00	0.92%	Aaa AA+
742651DY5	PEFCO 1.400% 07/15/2028	9/8/2023 9/12/2023	$2,925,000.00	$2,532,336.30	$2,532,336.30	4.52%	3.044 2.965	$92.61 $2,708,725.50	$176,389.20	1.31%	Aaa AA+
3133EP4A0	FFCB 4.250% 02/28/2029	2/28/2024 2/29/2024	$1,000,000.00	$996,480.00	$996,480.00	4.33%	3.668 3.385	$101.78 $1,017,760.00	$21,280.00	0.49%	Aaa AA+

POSITION STATEMENT

As of June 30, 2025

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
3133ERAK7	FFCB 4.375% 04/10/2029	4/18/2024 4/19/2024	$2,500,000.00	$2,466,060.00	$2,466,060.00	4.68%	3.781 3.494	$101.81 $2,545,350.00	$79,290.00	1.23%	Aaa AA+
	SubTotal		**$22,365,000.00**	**$21,703,039.50**	**$21,703,039.50**	**2.97%**		**$21,972,422.40**	**$269,382.90**	**10.62%**	
Asset-backed Security											
05522RDJ4	BA Credit Card Trust 4.930% 05/15/2029	5/20/2025 5/21/2025	$1,500,000.00	$1,517,812.50	$1,517,812.50	4.34%	3.877 0.095	$101.51 $1,522,689.00	$4,876.50	0.74%	Aaa AAA
	SubTotal		**$1,500,000.00**	**$1,517,812.50**	**$1,517,812.50**	**4.34%**		**$1,522,689.00**	**$4,876.50**	**0.74%**	
Commercial Paper											
22533TUM6	Credit Agricole Corporate and Investment Bank 07/21/2025	12/20/2024 12/20/2024	$2,500,000.00	$2,434,620.83	$2,434,620.83	4.54%	0.058 0.058	$99.71 $2,492,657.50	$58,036.67	1.20%	P-1 A-1
63873JYJ3	Natixis 11/18/2025	2/21/2025 2/21/2025	$2,000,000.00	$1,935,050.00	$1,935,050.00	4.48%	0.386 0.392	$98.27 $1,965,360.00	$30,310.00	0.95%	P-1 A-1
22533TYS9	Credit Agricole Corporate and Investment Bank 11/26/2025	3/26/2025 3/26/2025	$4,800,000.00	$4,661,820.00	$4,661,820.00	4.36%	0.408 0.414	$98.20 $4,713,360.00	$51,540.00	2.28%	P-1 A-1
	SubTotal		**$9,300,000.00**	**$9,031,490.83**	**$9,031,490.83**	**4.43%**		**$9,171,377.50**	**$139,886.67**	**4.43%**	
Corporate Bond											
69371RR99	PACCAR Financial Corp. 3.550% 08/11/2025	8/10/2022 8/12/2022	$2,000,000.00	$2,002,020.00	$2,002,020.00	3.51%	0.115 0.114	$99.90 $1,998,000.00	($4,020.00)	0.97%	WR NR
037833EB2	Apple Inc. 0.700% 02/08/2026	2/2/2021 2/8/2021	$5,000,000.00	$4,988,750.00	$4,988,750.00	0.75%	0.611 0.604	$97.80 $4,889,945.00	($98,805.00)	2.36%	Aaa AA+
14913R2Q9	Caterpillar Financial Services Corporation 1.150% 09/14/2026	9/17/2021 9/21/2021	$2,500,000.00	$2,506,275.00	$2,506,275.00	1.10%	1.208 1.197	$96.54 $2,413,500.00	($92,775.00)	1.17%	A2 A
037833CJ7	Apple Inc. 3.350% 02/09/2027	8/23/2024 8/26/2024	$1,500,000.00	$1,476,285.00	$1,476,285.00	4.03%	1.614 1.559	$98.94 $1,484,100.00	$7,815.00	0.72%	Aaa AA+

POSITION STATEMENT

As of June 30, 2025

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
24422EWD7	John Deere Capital Corporation 2.350% 03/08/2027	3/8/2022 3/10/2022	$1,500,000.00	$1,497,345.00	$1,497,345.00	2.39%	1.688 1.654	$97.16 $1,457,445.00	($39,900.00)	0.70%	A1 A
89236TJZ9	Toyota Motor Credit Corporation 3.050% 03/22/2027	3/18/2022 3/22/2022	$1,750,000.00	$1,757,752.50	$1,757,752.50	2.95%	1.726	$98.13 $1,717,216.80	($40,535.70)	0.83%	A1 A+
023135CF1	Amazon.com, Inc. 3.300% 04/13/2027	5/17/2022 5/19/2022	$2,000,000.00	$1,982,220.00	$1,982,220.00	3.50%	1.786 1.738	$98.83 $1,976,680.00	($5,540.00)	0.96%	A1 AA
48128GU99	JPMorgan Chase & Co. 1.250% 07/31/2027	10/2/2024 10/3/2024	$2,500,000.00	$2,288,500.00	$2,288,500.00	4.47%	2.085 2.051	$93.09 $2,327,325.00	$38,825.00	1.12%	A1 A
037833DB3	Apple Inc. 2.900% 09/12/2027	1/30/2023 2/1/2023	$1,000,000.00	$946,510.00	$946,510.00	4.19%	2.203 2.129	$97.87 $978,670.00	$32,160.00	0.47%	Aaa AA+
478160DH4	Johnson & Johnson 4.550% 03/01/2028	2/19/2025 2/20/2025	$2,000,000.00	$2,004,300.00	$2,004,300.00	4.47%	2.671 2.506	$101.66 $2,033,100.00	$28,800.00	0.98%	Aaa AAA
931142FB4	Walmart Inc. 3.900% 04/15/2028	9/17/2024 9/18/2024	$2,200,000.00	$2,219,096.00	$2,219,096.00	3.64%	2.795 2.652	$100.09 $2,201,914.00	($17,182.00)	1.06%	Aa2 AA
30303M8L9	Meta Platforms, Inc. 4.600% 05/15/2028	6/25/2024 6/26/2024	$3,000,000.00	$3,000,180.00	$3,000,180.00	4.60%	2.877 2.713	$101.82 $3,054,621.00	$54,441.00	1.48%	Aa3 AA-
89236TLN3	Toyota Motor Credit Corporation 5.000% 01/22/2029	1/11/2024 1/22/2024	$2,100,000.00	$2,100,000.00	$2,100,000.00	5.00%	3.567 3.237	$100.32 $2,106,644.40	$6,644.40	1.02%	A1 A+
713448FX1	PepsiCo, Inc. 4.500% 07/17/2029	7/15/2024 7/17/2024	$1,180,000.00	$1,179,480.80	$1,179,480.80	4.51%	4.049 3.674	$101.43 $1,196,897.60	$17,416.80	0.58%	A1 A+
713448GB8	PepsiCo, Inc. 4.600% 02/07/2030	2/6/2025 2/7/2025	$1,250,000.00	$1,247,075.00	$1,247,075.00	4.65%	4.611 4.131	$101.70 $1,271,200.00	$24,125.00	0.61%	A1 A+
17275RBX9	Cisco Systems, Inc. 4.750% 02/24/2030	2/19/2025 2/24/2025	$2,000,000.00	$1,999,640.00	$1,999,640.00	4.75%	4.658 4.166	$102.11 $2,042,260.00	$42,620.00	0.99%	A1 AA-
023135BS4	Amazon.com, Inc. 1.500% 06/03/2030	6/27/2025 6/30/2025	$4,000,000.00	$3,532,640.00 $4,500.00	$3,537,140.00	4.15%	4.929 4.747	$88.32 $3,532,720.00	$80.00	1.71%	A1 AA
	SubTotal		**$37,480,000.00**	**$36,728,069.30 $4,500.00**	**$36,732,569.30**	**3.45%**		**$36,682,238.80**	**($45,830.50)**	**17.73%**	
Corporate Note											
742718FZ7	Procter & Gamble Company, The 3.950% 01/26/2028	8/29/2024 8/30/2024	$1,985,000.00	$1,984,206.00	$1,984,206.00	3.96%	2.575 2.431	$100.42 $1,993,277.45	$9,071.45	0.96%	Aa3 AA-
	SubTotal		**$1,985,000.00**	**$1,984,206.00**	**$1,984,206.00**	**3.96%**		**$1,993,277.45**	**$9,071.45**	**0.96%**	

POSITION STATEMENT

As of June 30, 2025

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Mortgage-backed Security (Commercial)											
3137FQK77	Federal Home Loan Mortgage Corporation 2.512% 10/25/2026	8/29/2024 9/4/2024	$2,086,493.35	$2,054,057.76	$2,054,057.76	4.90%	1.321 1.409	$99.71 $2,080,448.61	$26,390.85	1.01%	Aaa AA+
3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	9/16/2024 9/19/2024	$838,408.43	$944,662.48	$944,662.48	4.13%	2.321 2.174	$112.99 $947,353.37	$2,690.89	0.46%	Aaa AA+
3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	8/15/2023 8/18/2023	$1,250,000.00	$1,222,656.25	$1,222,656.25	4.94%	3.005 1.611	$100.69 $1,258,663.75	$36,007.50	0.61%	Aaa AA+
3132XFRD2	Federal Home Loan Mortgage Corporation 4.200% 07/01/2029	9/9/2024 9/12/2024	$2,450,000.00	$2,486,462.89	$2,486,462.89	3.89%	4.005 2.098	$100.02 $2,450,436.10	($36,026.79)	1.18%	Aaa AA+
3140HUFK7	Federal National Mortgage Association, Inc. 2.790% 07/01/2029	12/19/2024 12/24/2024	$3,000,000.00	$2,760,000.00	$2,760,000.00	4.77%	4.005 2.074	$94.98 $2,849,385.00	$89,385.00	1.38%	Aaa AA+
3137HFF59	Federal Home Loan Mortgage Corporation 4.618% 07/25/2029	8/13/2024 8/22/2024	$3,000,000.00	$3,052,422.00	$3,052,422.00	4.19%	4.071 2.454	$101.64 $3,049,083.00	($3,339.00)	1.47%	Aaa AA+
3132XKTY3	Federal Home Loan Mortgage Corporation 4.140% 08/01/2029	3/7/2025 3/12/2025	$3,000,000.00	$2,959,453.13	$2,959,453.13	4.51%	4.090 2.135	$99.80 $2,993,991.00	$34,537.87	1.45%	Aaa AA+
3137HLJA1	Federal Home Loan Mortgage Corporation 4.513% 02/25/2030	5/21/2025 5/29/2025	$2,000,000.00	$1,999,944.00	$1,999,944.00	4.48%	4.660 2.330	$101.32 $2,026,360.00	$26,416.00	0.98%	Aaa AA+
	SubTotal		**$17,624,901.78**	**$17,479,658.51**	**$17,479,658.51**	**4.46%**		**$17,655,720.83**	**$176,062.32**	**8.53%**	

POSITION STATEMENT

As of June 30, 2025

MEEDER PUBLIC FUNDS

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Mortgage-backed Security (Residential)											
3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	11/22/2024 11/27/2024	$2,390,220.75	$2,334,760.04	$2,334,760.04	4.55%	0.901 0.820	$98.72 $2,359,633.10	$24,873.06	1.14%	Aaa AA+
	SubTotal		**$2,390,220.75**	**$2,334,760.04**	**$2,334,760.04**	**4.55%**		**$2,359,633.10**	**$24,873.06**	**1.14%**	
Municipal Bond											
574193TR9	Maryland, State of 0.660% 08/01/2025	11/18/2020 11/20/2020	$3,000,000.00	$3,014,580.00	$3,014,580.00	0.56%	0.088 0.086	$99.65 $2,989,632.00	($24,948.00)	1.44%	Aa1 AAA
56781RJJ7	Marin Community College District 5.000% 08/01/2025	11/25/2020 11/30/2020	$1,280,000.00	$1,539,520.00	$1,539,520.00	0.59%	0.088 0.086	$100.05 $1,280,627.20	($258,892.80)	0.62%	Aaa AAA
969268DG3	William S. Hart Union High School District 0.757% 08/01/2025	12/10/2020 12/23/2020	$1,000,000.00	$1,000,000.00	$1,000,000.00	0.76%	0.088 0.086	$99.66 $996,571.00	($3,429.00)	0.48%	Aa2
798186N81	San Jose Unified School District 0.558% 08/01/2025	1/8/2021 1/20/2021	$1,000,000.00	$1,000,000.00	$1,000,000.00	0.56%	0.088 0.086	$99.64 $996,394.00	($3,606.00)	0.48%	Aaa AAA
482124SP0	Jurupa Unified School District 1.059% 08/01/2025	5/27/2021 6/1/2021	$500,000.00	$504,265.00	$504,265.00	0.85%	0.088 0.086	$99.66 $498,287.00	($5,978.00)	0.24%	Aa3
03667PHE5	Antelope Valley Community College District 0.866% 08/01/2025	8/11/2021 8/31/2021	$170,000.00	$170,000.00	$170,000.00	0.87%	0.088 0.086	$99.67 $169,444.61	($555.39)	0.08%	Aa2 AA
206849GN5	Conejo Valley Unified School District 0.974% 08/01/2025	9/1/2021 9/22/2021	$205,000.00	$205,000.00	$205,000.00	0.97%	0.088 0.086	$99.68 $204,338.06	($661.94)	0.10%	Aa2
802649TJ2	Santa Rosa, City of 0.977% 09/01/2025	11/24/2020 12/1/2020	$1,530,000.00	$1,554,357.60	$1,554,357.60	0.64%	0.173 0.169	$99.39 $1,520,590.50	($33,767.10)	0.73%	 AA
50420BDE9	La Quinta, City Of 1.168% 09/01/2025	4/8/2021 4/14/2021	$2,000,000.00	$2,022,960.00	$2,022,960.00	0.90%	0.173 0.169	$99.46 $1,989,114.00	($33,846.00)	0.96%	 AA-
419792ZL3	State of Hawaii 0.852% 10/01/2025	11/19/2020 11/23/2020	$5,000,000.00	$5,052,250.00	$5,052,250.00	0.63%	0.255 0.253	$99.09 $4,954,450.00	($97,800.00)	2.39%	Aa2 AA+

POSITION STATEMENT

As of June 30, 2025

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
13034AL65	California Infrastructure and Economic Development Bank 0.765% 10/01/2025	12/8/2020 12/17/2020	$1,000,000.00	$1,007,250.00	$1,007,250.00	0.61%	0.255 0.253	$99.04 $990,440.00	($16,810.00)	0.48%	AAA
21969AAE2	Corona, City of 1.361% 05/01/2026	9/30/2021 10/14/2021	$860,000.00	$860,000.00	$860,000.00	1.36%	0.836 0.833	$97.40 $837,640.86	($22,359.14)	0.40%	AA+
21969AAE2	Corona, City of 1.361% 05/01/2026	10/5/2021 10/14/2021	$1,065,000.00	$1,071,336.75	$1,071,336.75	1.23%	0.836 0.833	$97.40 $1,037,311.07	($34,025.68)	0.50%	AA+
20772KNX3	Connecticut, State of 1.123% 06/01/2026	6/4/2021 6/9/2021	$2,200,000.00	$2,213,090.00	$2,213,090.00	1.00%	0.921 0.917	$97.22 $2,138,930.20	($74,159.80)	1.03%	Aa3 AA-
80182AAE9	Santa Cruz, County of 1.024% 06/01/2026	9/21/2021 9/23/2021	$1,060,000.00	$1,060,763.20	$1,060,763.20	1.01%	0.921 0.917	$96.93 $1,027,465.42	($33,297.78)	0.50%	AAA
80182AAE9	Santa Cruz, County of 1.024% 06/01/2026	9/28/2021 9/30/2021	$1,075,000.00	$1,071,237.50	$1,071,237.50	1.10%	0.921 0.917	$96.93 $1,042,005.03	($29,232.47)	0.50%	AAA
696735QQ5	Palmdale School District 1.071% 08/01/2026	8/6/2021 9/2/2021	$250,000.00	$250,000.00	$250,000.00	1.07%	1.088 1.078	$96.45 $241,125.00	($8,875.00)	0.12%	Aa3
20056XAC2	Commerce, City of 1.212% 08/01/2026	8/25/2021 8/31/2021	$525,000.00	$525,000.00	$525,000.00	1.21%	1.088 1.077	$96.80 $508,205.25	($16,794.75)	0.25%	AA-
13063DC48	California, State of 1.700% 02/01/2028	1/25/2023 2/1/2023	$900,000.00	$805,545.00	$805,545.00	4.04%	2.592 2.521	$94.46 $850,119.30	$44,574.30	0.41%	Aa2 AA-
157432MG7	Chaffey Community College District 4.450% 06/01/2028	11/22/2024 12/17/2024	$1,075,000.00	$1,075,000.00	$1,075,000.00	4.45%	2.923 2.762	$101.62 $1,092,450.48	$17,450.48	0.53%	Aa1 AA
157432MH5	Chaffey Community College District 4.530% 06/01/2029	11/22/2024 12/17/2024	$1,000,000.00	$1,000,000.00	$1,000,000.00	4.53%	3.923 3.627	$102.14 $1,021,421.00	$21,421.00	0.49%	Aa1 AA
13063EGT7	California, State of 4.500% 08/01/2029	11/5/2024 11/6/2024	$1,700,000.00	$1,707,378.00	$1,707,378.00	4.40%	4.090 3.713	$101.45 $1,724,695.90	$17,317.90	0.83%	Aa2 AA-
	SubTotal		**$28,395,000.00**	**$28,709,533.05**	**$28,709,533.05**	**1.39%**		**$28,111,257.88**	**($598,275.17)**	**13.58%**	
Negotiable Certificate of Deposit											
7954507A7	Sallie Mae Bank 1.000% 07/14/2026	7/14/2021 7/16/2021	$248,000.00	$246,760.00	$246,760.00	1.10%	1.038 1.031	$96.85 $240,190.48	($6,569.52)	0.12%	

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
38149MZJ5	Goldman Sachs Bank USA Holdings LLC 1.050% 09/08/2026	8/31/2021 9/8/2021	$249,000.00	$247,879.50	$247,879.50	1.14%	1.192 1.184	$96.52 $240,332.31	($7,547.19)	0.12%	
	SubTotal		**$497,000.00**	**$494,639.50**	**$494,639.50**	**1.12%**		**$480,522.79**	**($14,116.71)**	**0.23%**	
Supranational											
459058JL8	IBRD 0.500% 10/28/2025	2/3/2021 2/8/2021	$5,000,000.00	$4,994,200.00	$4,994,200.00	0.52%	0.329 0.328	$98.71 $4,935,350.00	($58,850.00)	2.38%	Aaa AA+
459058JS3	IBRD 0.650% 02/10/2026	5/27/2021 6/1/2021	$2,000,000.00	$1,981,720.00	$1,981,720.00	0.85%	0.616 0.609	$97.37 $1,947,450.00	($34,270.00)	0.94%	Aaa AA+
45950VPU4	IFC 0.75% 03/23/2026	3/4/2021 3/23/2021	$2,000,000.00	$1,994,880.00	$1,994,880.00	0.80%	0.729 0.729	$97.06 $1,941,200.00	($53,680.00)	0.94%	Aaa AA+
4581X0EN4	IADB 4.125% 02/15/2029	2/16/2024 2/21/2024	$3,310,000.00	$3,273,358.30	$3,273,358.30	4.37%	3.633 3.355	$101.12 $3,347,204.40	$73,846.10	1.62%	Aaa AA+
	SubTotal		**$12,310,000.00**	**$12,244,158.30**	**$12,244,158.30**	**1.68%**		**$12,171,204.40**	**($72,953.90)**	**5.88%**	
U.S. Treasury Bond											
91282CCW9	UST 0.750% 08/31/2026	9/23/2021 9/24/2021	$2,500,000.00	$2,481,054.69	$2,481,054.69	0.91%	1.170 1.140	$96.35 $2,408,692.50	($72,362.19)	1.16%	Aaa AA+
91282CMU2	UST 4.000% 03/31/2030	5/7/2025 5/8/2025	$3,100,000.00	$3,119,132.81 $12,874.32	$3,132,007.13	3.86%	4.753 4.246	$100.94 $3,129,006.70	$9,873.89	1.51%	Aaa AA+
	SubTotal		**$5,600,000.00**	**$5,600,187.50 $12,874.32**	**$5,613,061.82**	**2.58%**		**$5,537,699.20**	**($62,488.30)**	**2.68%**	
U.S. Treasury Note											
91282CCP4	UST 0.625% 07/31/2026	9/23/2021 9/24/2021	$2,500,000.00	$2,462,792.97	$2,462,792.97	0.94%	1.085 1.081	$96.43 $2,410,840.00	($51,952.97)	1.16%	Aaa AA+
91282CCZ2	UST 0.875% 09/30/2026	9/28/2021 9/30/2021	$2,950,000.00	$2,930,525.39	$2,930,525.39	1.01%	1.252 1.220	$96.30 $2,840,758.55	($89,766.84)	1.37%	Aaa AA+
912828U24	UST 2.000% 11/15/2026	3/4/2025 3/5/2025	$3,300,000.00	$3,194,425.78	$3,194,425.78	3.97%	1.378 1.368	$97.47 $3,216,599.10	$22,173.32	1.55%	Aaa AA+
912828X88	UST 2.375% 05/15/2027	11/10/2023 11/13/2023	$2,900,000.00	$2,679,214.84	$2,679,214.84	4.76%	1.874 1.848	$97.51 $2,827,839.30	$148,624.46	1.37%	Aaa AA+

Town of Paradise Operating Account

POSITION STATEMENT

As of June 30, 2025

MEEDER PUBLIC FUNDS

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
91282CEW7	UST 3.250% 06/30/2027	8/21/2023 8/22/2023	$2,500,000.00	$2,383,886.72	$2,383,886.72	4.58%	2.000 1.952	$99.10 $2,477,442.50	$93,555.78	1.20%	Aaa AA+
91282CFH9	UST 3.125% 08/31/2027	11/22/2023 11/24/2023	$2,300,000.00	$2,187,785.16	$2,187,785.16	4.55%	2.170 2.092	$98.76 $2,271,429.40	$83,644.24	1.10%	Aaa AA+
91282CFM8	UST 4.125% 09/30/2027	3/3/2023 3/6/2023	$950,000.00	$941,835.94	$941,835.94	4.33%	2.252 2.153	$100.91 $958,683.95	$16,848.01	0.46%	Aaa AA+
91282CFZ9	UST 3.875% 11/30/2027	5/9/2024 5/10/2024	$2,800,000.00	$2,735,796.88	$2,735,796.88	4.58%	2.419 2.325	$100.39 $2,810,936.80	$75,139.92	1.36%	Aaa AA+
91282CGP0	UST 4.000% 02/29/2028	2/23/2023 3/1/2023	$1,175,000.00	$1,165,866.21	$1,165,866.21	4.17%	2.668 2.526	$100.76 $1,183,904.15	$18,037.94	0.57%	Aaa AA+
91282CGP0	UST 4.000% 02/29/2028	8/21/2023 8/22/2023	$1,050,000.00	$1,028,548.83	$1,028,548.83	4.50%	2.668 2.526	$100.76 $1,057,956.90	$29,408.07	0.51%	Aaa AA+
9128284N7	UST 2.875% 05/15/2028	5/15/2023 5/16/2023	$2,200,000.00	$2,137,609.38	$2,137,609.38	3.50%	2.877 2.777	$97.75 $2,150,500.00	$12,890.62	1.04%	Aaa AA+
91282CHK0	UST 4.000% 06/30/2028	8/21/2023 8/22/2023	$2,500,000.00	$2,448,242.19	$2,448,242.19	4.48%	3.003 2.857	$100.86 $2,521,485.00	$73,242.81	1.22%	Aaa AA+
91282CHQ7	UST 4.125% 07/31/2028	8/21/2023 8/22/2023	$2,500,000.00	$2,463,964.84	$2,463,964.84	4.45%	3.088 2.882	$101.22 $2,530,470.00	$66,505.16	1.22%	Aaa AA+
91282CHX2	UST 4.375% 08/31/2028	9/27/2023 9/28/2023	$2,050,000.00	$2,027,818.36	$2,027,818.36	4.62%	3.173 2.954	$101.98 $2,090,680.20	$62,861.84	1.01%	Aaa AA+
91282CJA0	UST 4.625% 09/30/2028	4/18/2024 4/19/2024	$2,525,000.00	$2,519,377.93	$2,519,377.93	4.68%	3.255 3.027	$102.79 $2,595,424.78	$76,046.85	1.25%	Aaa AA+
91282CJR3	UST 3.750% 12/31/2028	1/16/2024 1/17/2024	$2,000,000.00	$1,983,750.00	$1,983,750.00	3.93%	3.507 3.313	$100.09 $2,001,876.00	$18,126.00	0.97%	Aaa AA+
91282CKG5	UST 4.125% 03/31/2029	5/9/2024 5/10/2024	$2,500,000.00	$2,460,742.19	$2,460,742.19	4.49%	3.753 3.490	$101.36 $2,533,985.00	$73,242.81	1.22%	Aaa AA+
91282CEV9	UST 3.250% 06/30/2029	8/20/2024 8/21/2024	$2,700,000.00	$2,643,257.81	$2,643,257.81	3.73%	4.003 3.781	$98.15 $2,650,006.80	$6,748.99	1.28%	Aaa AA+
91282CFL0	UST 3.875% 09/30/2029	10/18/2024 10/21/2024	$1,700,000.00	$1,695,417.97	$1,695,417.97	3.94%	4.255 3.925	$100.45 $1,707,702.70	$12,284.73	0.83%	Aaa AA+
91282CFL0	UST 3.875% 09/30/2029	12/19/2024 12/20/2024	$800,000.00	$782,468.75	$782,468.75	4.39%	4.255 3.925	$100.45 $803,624.80	$21,156.05	0.39%	Aaa AA+
91282CFL0	UST 3.875% 09/30/2029	4/8/2025 4/9/2025	$900,000.00	$900,210.94 $857.58	$901,068.52	3.87%	4.255 3.925	$100.45 $904,077.90	$3,866.96	0.44%	Aaa AA+

POSITION STATEMENT

As of June 30, 2025

CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
91282CMA6	UST 4.125% 11/30/2029	12/20/2024 12/23/2024	$2,650,000.00	$2,620,808.59	$2,620,808.59	4.37%	4.422 4.074	$101.48 $2,689,127.25	$68,318.66	1.30%	Aaa AA+
91282CMZ1	UST 3.875% 04/30/2030	5/19/2025 5/20/2025	$3,500,000.00	$3,465,410.16 $7,370.92	$3,472,781.08	4.10%	4.836 4.429	$100.38 $3,513,398.00	$47,987.84	1.70%	Aaa AA+
	SubTotal		**$50,950,000.00**	**$49,859,757.83 $8,228.50**	**$49,867,986.33**	**3.95%**		**$50,748,749.08**	**$888,991.25**	**24.52%**	
Grand Total			**$208,935,011.93**	**$206,225,202.26 $25,602.82**	**$206,250,805.08**	**3.34%**		**$206,944,681.83**	**$719,479.57**	**100.00%**	

TRANSACTION STATEMENT

As of June 30, 2025

Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
Purchase									
Purchase	4/8/2025	4/9/2025	91282CFL0	UST 3.875% 09/30/2029	900,000.00	900,210.94	857.58	901,068.52	3.87%
Purchase	5/7/2025	5/8/2025	91282CMU2	UST 4.000% 03/31/2030	3,100,000.00	3,119,132.81	12,874.32	3,132,007.13	3.86%
Purchase	5/19/2025	5/20/2025	91282CMZ1	UST 3.875% 04/30/2030	3,500,000.00	3,465,410.16	7,370.92	3,472,781.08	4.10%
Purchase	5/20/2025	5/21/2025	05522RDJ4	BA Credit Card Trust 4.930% 05/15/2029	1,500,000.00	1,517,812.50	1,232.50	1,519,045.00	4.34%
Purchase	5/21/2025	5/29/2025	3137HLJA1	Federal Home Loan Mortgage Corporation 4.513% 02/25/2030	2,000,000.00	1,999,944.00	7,020.22	2,006,964.22	4.48%
Purchase	6/27/2025	6/30/2025	023135BS4	Amazon.com, Inc. 1.500% 06/03/2030	4,000,000.00	3,532,640.00	4,500.00	3,537,140.00	4.15%
Total					**15,000,000.00**	**14,535,150.41**	**33,855.54**	**14,569,005.95**	

TRANSACTION STATEMENT

As of June 30, 2025

Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Cost	Total Proceeds	Realized Gain/Loss
Maturity								
Maturity	4/1/2025	4/1/2025	13063DGB8	California, State of 3.375% 04/01/2025	475,000.00	531,610.50	475,000.00	(56,610.50)
Maturity	5/1/2025	5/1/2025	797412DM2	San Diego County Water Authority 0.743% 05/01/2025	1,075,000.00	1,081,987.50	1,075,000.00	(6,987.50)
Maturity	5/1/2025	5/1/2025	68609TWD6	State of Oregon 0.895% 05/01/2025	1,750,000.00	1,780,887.50	1,750,000.00	(30,887.50)
Maturity	5/15/2025	5/15/2025	91412HGE7	Regents of the University of California, The 0.883% 05/15/2025	5,780,000.00	5,862,816.70	5,780,000.00	(82,816.70)
Maturity	5/15/2025	5/15/2025	91412HJL8	Regents of the University of California, The 0.670% 05/15/2025	1,500,000.00	1,500,000.00	1,500,000.00	0.00
Maturity	6/15/2025	6/15/2025	79773KBG8	San Francisco, City & County of 0.766% 06/15/2025	200,000.00	200,000.00	200,000.00	0.00
Maturity	6/27/2025	6/27/2025	62479LTT2	MUFG Bank, Ltd. 06/27/2025	2,500,000.00	2,442,775.00	2,500,000.00	57,225.00
Total					**13,280,000.00**	**13,400,077.20**	**13,280,000.00**	**(120,077.20)**
Paydown								
Paydown	4/25/2025	4/25/2025	3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	53,853.63	53,388.72	53,853.63	464.91
Paydown	4/25/2025	4/25/2025	3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	3,206.65	3,132.25	3,206.65	74.40
Paydown	5/25/2025	5/25/2025	3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	59,267.18	58,755.54	59,267.18	511.64
Paydown	5/25/2025	5/25/2025	3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	3,467.30	3,386.85	3,467.30	80.45
Paydown	6/25/2025	6/25/2025	3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	54,309.87	53,841.02	54,309.87	468.85
Paydown	6/25/2025	6/25/2025	3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	3,231.33	3,156.35	3,231.33	74.98
Total					**177,335.96**	**175,660.73**	**177,335.96**	**1,675.23**

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends					
Interest/Dividends	4/1/2025	4/1/2025	13063DGB8	California, State of 3.375% 04/01/2025	8,015.63
Interest/Dividends	4/1/2025	4/1/2025	419792ZL3	State of Hawaii 0.852% 10/01/2025	21,300.00
Interest/Dividends	4/1/2025	4/1/2025	13034AL65	California Infrastructure and Economic Development Bank 0.765% 10/01/2025	3,825.00
Interest/Dividends	4/1/2025	4/1/2025	31846V567	First American Funds, Inc.	8,331.05
Interest/Dividends	4/10/2025	4/10/2025	3133ERAK7	FFCB 4.375% 04/10/2029	54,687.50
Interest/Dividends	4/14/2025	4/14/2025	023135CF1	Amazon.com, Inc. 3.300% 04/13/2027	33,000.00
Interest/Dividends	4/15/2025	4/15/2025	931142FB4	Walmart Inc. 3.900% 04/15/2028	42,900.00
Interest/Dividends	4/15/2025	4/15/2025	742651DZ2	PEFCO 3.900% 10/15/2027	33,150.00
Interest/Dividends	4/25/2025	4/25/2025	3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	5,724.30
Interest/Dividends	4/25/2025	4/25/2025	3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	3,352.56
Interest/Dividends	4/25/2025	4/25/2025	3137FQK77	Federal Home Loan Mortgage Corporation 2.512% 10/25/2026	4,450.20
Interest/Dividends	4/25/2025	4/25/2025	3137HFF59	Federal Home Loan Mortgage Corporation 4.618% 07/25/2029	11,545.00
Interest/Dividends	4/25/2025	4/25/2025	3132XFRD2	Federal Home Loan Mortgage Corporation 4.200% 07/01/2029	8,860.83
Interest/Dividends	4/25/2025	4/25/2025	3132XKTY3	Federal Home Loan Mortgage Corporation 4.140% 08/01/2029	10,695.00
Interest/Dividends	4/25/2025	4/25/2025	3140HUFK7	Federal National Mortgage Association, Inc. 2.790% 07/01/2029	7,207.50
Interest/Dividends	4/25/2025	4/25/2025	3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	4,725.35
Interest/Dividends	4/28/2025	4/28/2025	459058JL8	IBRD 0.500% 10/28/2025	12,500.00
Interest/Dividends	5/1/2025	5/1/2025	797412DM2	San Diego County Water Authority 0.743% 05/01/2025	3,993.63

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	5/1/2025	5/1/2025	68609TWD6	State of Oregon 0.895% 05/01/2025	7,831.25
Interest/Dividends	5/1/2025	5/1/2025	21969AAE2	Corona, City of 1.361% 05/01/2026	13,099.63
Interest/Dividends	5/1/2025	5/1/2025	31846V567	First American Funds, Inc.	1,466.32
Interest/Dividends	5/15/2025	5/15/2025	912828U24	UST 2.000% 11/15/2026	33,000.00
Interest/Dividends	5/15/2025	5/15/2025	91412HGE7	Regents of the University of California, The 0.883% 05/15/2025	25,518.70
Interest/Dividends	5/15/2025	5/15/2025	91412HJL8	Regents of the University of California, The 0.670% 05/15/2025	5,025.00
Interest/Dividends	5/15/2025	5/15/2025	912828X88	UST 2.375% 05/15/2027	34,437.50
Interest/Dividends	5/15/2025	5/15/2025	9128284N7	UST 2.875% 05/15/2028	31,625.00
Interest/Dividends	5/15/2025	5/15/2025	30303M8L9	Meta Platforms, Inc. 4.600% 05/15/2028	69,000.00
Interest/Dividends	5/25/2025	5/25/2025	3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	4,572.92
Interest/Dividends	5/25/2025	5/25/2025	3132XFRD2	Federal Home Loan Mortgage Corporation 4.200% 07/01/2029	8,575.00
Interest/Dividends	5/25/2025	5/25/2025	3132XKTY3	Federal Home Loan Mortgage Corporation 4.140% 08/01/2029	10,350.00
Interest/Dividends	5/25/2025	5/25/2025	3140HUFK7	Federal National Mortgage Association, Inc. 2.790% 07/01/2029	6,975.00
Interest/Dividends	5/25/2025	5/25/2025	3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	5,716.65
Interest/Dividends	5/25/2025	5/25/2025	3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	3,191.40
Interest/Dividends	5/25/2025	5/25/2025	3137FQK77	Federal Home Loan Mortgage Corporation 2.512% 10/25/2026	4,450.19
Interest/Dividends	5/25/2025	5/25/2025	3137HFF59	Federal Home Loan Mortgage Corporation 4.618% 07/25/2029	11,545.00
Interest/Dividends	5/27/2025	5/27/2025	3134GXFA7	FMCC 0.650% 11/26/2025	9,750.00
Interest/Dividends	6/2/2025	6/2/2025	91282CMA6	UST 4.125% 11/30/2029	54,656.25

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	6/2/2025	6/2/2025	91282CFZ9	UST 3.875% 11/30/2027	54,250.00
Interest/Dividends	6/2/2025	6/2/2025	80182AAE9	Santa Cruz, County of 1.024% 06/01/2026	10,931.20
Interest/Dividends	6/2/2025	6/2/2025	20772KNX3	Connecticut, State of 1.123% 06/01/2026	12,353.00
Interest/Dividends	6/2/2025	6/2/2025	31846V567	First American Funds, Inc.	9,999.52
Interest/Dividends	6/10/2025	6/10/2025	3130ATUS4	FHLB 4.250% 12/10/2027	14,875.00
Interest/Dividends	6/15/2025	6/15/2025	05522RDJ4	BA Credit Card Trust 4.930% 05/15/2029	6,162.50
Interest/Dividends	6/16/2025	6/16/2025	79773KBG8	San Francisco, City & County of 0.766% 06/15/2025	766.00
Interest/Dividends	6/23/2025	6/23/2025	3133EPNH4	FFCB 3.875 06/21/2028	21,312.50
Interest/Dividends	6/25/2025	6/25/2025	3132XFRD2	Federal Home Loan Mortgage Corporation 4.200% 07/01/2029	8,860.83
Interest/Dividends	6/25/2025	6/25/2025	3132XKTY3	Federal Home Loan Mortgage Corporation 4.140% 08/01/2029	10,695.00
Interest/Dividends	6/25/2025	6/25/2025	3140HUFK7	Federal National Mortgage Association, Inc. 2.790% 07/01/2029	7,207.50
Interest/Dividends	6/25/2025	6/25/2025	3140LLEB3	Federal National Mortgage Association, Inc. 4.390% 07/01/2028	4,725.35
Interest/Dividends	6/25/2025	6/25/2025	3137FMU67	Federal Home Loan Mortgage Corporation 2.862% 05/25/2026	5,708.38
Interest/Dividends	6/25/2025	6/25/2025	3137FKUN4	Federal Home Loan Mortgage Corporation 3.591% 10/25/2027	3,014.04
Interest/Dividends	6/25/2025	6/25/2025	3137FQK77	Federal Home Loan Mortgage Corporation 2.512% 10/25/2026	4,450.19
Interest/Dividends	6/25/2025	6/25/2025	3137HFF59	Federal Home Loan Mortgage Corporation 4.618% 07/25/2029	11,545.00
Interest/Dividends	6/25/2025	6/25/2025	3137HLJA1	Federal Home Loan Mortgage Corporation 4.513% 02/25/2030	7,521.67
Interest/Dividends	6/30/2025	6/30/2025	91282CEW7	UST 3.250% 06/30/2027	40,625.00
Interest/Dividends	6/30/2025	6/30/2025	91282CEV9	UST 3.250% 06/30/2029	43,875.00

TRANSACTION STATEMENT

As of June 30, 2025

Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	6/30/2025	6/30/2025	91282CHK0	UST 4.000% 06/30/2028	50,000.00
Interest/Dividends	6/30/2025	6/30/2025	91282CJR3	UST 3.750% 12/31/2028	37,500.00
Interest/Dividends	6/30/2025	6/30/2025	3130AMWE8	FHLBANKS 1.00% 06/30/2028	15,000.00
Interest/Dividends	6/30/2025	6/30/2025	3135G06Q1	FNMA 0.640% 12/30/2025	9,600.00
Total					**1,010,027.04**

Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
Custodian Fee				
Custodian Fee	4/24/2025	4/24/2025	Cash Out	(1,160.75)
Custodian Fee	5/23/2025	5/23/2025	Cash Out	(1,168.17)
Custodian Fee	6/25/2025	6/25/2025	Cash Out	(1,169.69)
Total				**(3,498.61)**
Management Fee				
Management Fee	4/24/2025	4/24/2025	Cash Out	(5,500.00)
Management Fee	5/22/2025	5/22/2025	Cash Out	(5,500.00)
Management Fee	6/24/2025	6/24/2025	Cash Out	(5,500.00)
Total				**(16,500.00)**

STATEMENT DISCLOSURE

As of June 30, 2025

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

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Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

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Town of Paradise

Council Agenda Summary **Agenda Item: 6(b)**

Date: September 9, 2025

ORIGINATED BY:	Aimee Beleu, Finance Director/Town Treasurer
REVIEWED BY:	Eric Reinbold, Town Manager
SUBJECT:	Cost of Services Study Report
LONG TERM RECOVERY PLAN:	No

COUNCIL ACTION REQUESTED:

1. Approve the Cost of Services (User Fee) Study Report prepared by Matrix Consulting Group. (ROLL CALL VOTE)

Background:

Since the adoption of Proposition 13 in 1978, a series of state legislations has limited local government revenues. As a result, towns have few options to increase or generate new revenues needed to cover the cost of providing services. One way local governments can recoup these costs is through user fees.

User fees are adopted by local governments to offset the cost of providing services or programs to individuals or companies. The principle behind user fees is that the costs of services benefiting individuals or companies should be borne by those receiving the service, not the entire community. Therefore, the primary objective of a user fee is to recover up to 100% of the service cost from the beneficiaries.

Unlike the private sector, local governments cannot set user fees above their cost to generate a profit. Thus, the Town of Paradise can only set fees to recover the full estimated cost of providing the service.

The Town of Paradise last conducted a comprehensive user fee study in 2017. In line with best practices, we are re-evaluating our fees to ensure compliance with state and federal regulations. This process will also help to capture new services, incorporate process improvements, and update or remove outdated services.

Overall, the purpose of this study is to evaluate and determine the full cost (direct and indirect) of providing a variety of Town services based on the existing organizational structure and processes. The Matrix Consulting Group analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: Animal Control, Building, Administrative Services, Fire Prevention, Planning, Police, Public Works, and Onsite Sanitation. The results of this Study provide a tool for understanding current service levels and the cost for those services.

Summary Results

When comparing FY25 fee-related budgeted expenditures with fee-related revenue the Town is under-recovering its costs by approximately $889,000 or recovering 76% of its costs. The following table shows by major service area: the revenue collected, the total annual cost, the resulting difference, and the resulting cost recovery percentage.

Service Area	Current Revenue	Total Cost	Difference	Cost Recovery %
Animal Control	$15,942	$35,663	($19,720)	45%
Building	$2,008,793	$2,395,442	($386,649)	84%
Admin Svcs	$16,573	$32,094	($15,521)	52%
Fire Prevention	$111,964	$259,027	($147,062)	43%
Onsite Sanitation	$563,135	$786,195	($223,059)	72%
Planning	$42,490	$128,210	($85,720)	33%
Police	$11,758	$23,717	($11,960)	50%
Public Works	$50,779	$84,187	($33,408)	60%
Total	**$2,770,656**	**$3,660,347**	**($889,692)**	**76%**

The largest source of under-recovery is Building ($387,000). Building's under-recovery is primarily due to conducting plan reviews and inspections of new homes, remodels, new commercial, and tenant improvements. Right-sizing the fees to be based on square footage or construction cost will help ensure higher cost recovery for the Town.

The detailed documentation of this study will show an over-collection for some fees (on a per unit basis), and an undercharge for most others. The results of this analysis will provide the Department and the Town with guidance on how to right-size their fees to ensure that each service unit is set at an amount that does not exceed the full cost of providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among Council members and Town staff, and do not represent a recommendation for where or how the Council should act. The setting of the "rate" or "price" for services, whether at 100 percent full cost recovery or lower, is a policy decision to be made only by the Council, with input from Town staff and the community.

Financial Impact:

There is no fiscal impact associated with the delivery and presentation of this report. The consulting work described was previously approved and budgeted in the prior FY 2024/25 operating budget. Subsequently, adjusting Town fees toward full cost recovery will positively impact General Fund, as well as other Fund's revenues, with the amount dependent on the level of service activities.

Report on Cost of Services (User Fee) Study

TOWN OF PARADISE, CALIFORNIA

FINAL REPORT

August 2025

matrix consulting group

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1. Introduction and Executive Summary

The report, which follows, presents the results of the Cost of Services (User Fee) Study conducted by the Matrix Consulting Group for the Town of Paradise, California.

1 Project Background and Overview

The Town of Paradise last conducted a comprehensive user fee study in 2017. In line with best practices, they are re-evaluating their fees to ensure compliance with state and federal regulations. This process will also help to capture new services, incorporate process improvements, and update or remove outdated services.

Overall, the purpose of this study is to evaluate and determine the full cost (direct and indirect) of providing a variety of Town services based on the existing organizational structure and processes. The Matrix Consulting Group analyzed the cost-of-service relationships that exist between fees for service activities in the following areas: Animal Control, Building, Administrative Services, Fire Prevention, Planning, Police, Public Works, and Onsite Sanitation. The results of this Study provide a tool for understanding current service levels and the cost for those services.

2 General Project Approach and Methodology

The methodology employed by the Matrix Consulting Group is a widely accepted “bottom up” approach to cost analysis, where time spent per unit of fee activity is determined for each position within a Department or Division. Once time spent for a fee activity is determined, all applicable Town costs are then considered in the calculation of the “full” cost of providing each service. The following table provides an overview of types of costs applied in establishing the “full” cost of services provided by the Town:

Table 1: Overview of Cost Components

Cost Component	Description
Direct	Fiscal Year 2025 Budgeted salaries, benefits, and allowable expenditures.
Indirect	Division, departmental, clerical, and Townwide support.

Together, the cost components in the table above comprise the calculation of the total “full” cost of providing any particular service, regardless of whether a fee for that service is charged.

The work accomplished by the Matrix Consulting Group in the analysis of the proposed fees for service involved the following steps:

- **Department / Division Staff Interviews:** The project team interviewed department / division staff regarding their needs for clarification to the structure of existing fee items, or for addition of new fee items.

- **Data Collection:** Data was collected for each permit / service, including time estimates. In addition, all budgeted costs and staffing levels for Fiscal Year 2025 were entered into the Matrix Consulting Group's analytical software model.

- **Cost Analysis:** The full cost of providing each service included in the analysis was established.

- **Review and Approval of Results with Town Staff:** Department and Town management has reviewed and approved these documented results.

A more detailed description of user fee methodology, as well as legal and policy considerations are provided in subsequent chapters of this report.

3 Summary of Results

When comparing FY25 fee-related budgeted expenditures with fee-related revenue the Town is under-recovering its costs by approximately $889,000 or recovering 76% of its costs. The following table shows by major service area: the revenue collected, the total annual cost, the resulting difference, and the resulting cost recovery percentage.

Table 2: Annual Cost Recovery Analysis

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providing that service. The display of the cost recovery figures shown in this report are meant to provide a basis for policy development discussions among Council members and Town staff, and do not represent a recommendation for where or how the Council should act. The setting of the "rate" or "price" for services, whether at 100 percent full cost recovery or lower, is a policy decision to be made only by the Council, with input from Town staff and the community.

4 Considerations for Cost Recovery Policy and Updates

The Matrix Consulting Group recommends that the Town use the information contained in this report to discuss, adopt, and implement a formal Cost Recovery Policy, including a mechanism for the annual update of fees for service.

1 Adopt a Formal Cost Recovery Policy

The Matrix Consulting Group strongly recommends that the Council adopt a formalized, individual cost recovery policy for each service area included in this Study. Whenever a cost recovery policy is established at less than 100% of the full cost of providing services, a known gap in funding is recognized and may then potentially be recovered through other revenue sources. The Matrix Consulting Group considers a formalized cost recovery policy for various fees for service an industry Best Management Practice.

2 Adopt an Annual Fee Update / Increase Mechanism

The purpose of a comprehensive update is to completely revisit the analytical structure, service level estimates and assumptions, and to account for any major shifts in cost components or organizational structures that have occurred since the Town's previous analysis. It's recommended the Town adopts the practice of conducting comprehensive analyses every three to five years as this practice captures any changes to organizational structure, processes, as well as any new service areas.

In between comprehensive updates, the Town should continue to utilize published industry economic factors such as Consumer Price Index (CPI) or other regional factors to update the cost calculations established in the Study on an annual basis. Utilizing an annual increase mechanism would ensure that the Town receives appropriate fee increases that reflect growth in costs.

2. Legal Framework and Policy Considerations

This section of the report is intended to provide an overview regarding overall legal rules and regulations as well as general policy considerations for fees for service. A "user fee" is a charge for service provided by a governmental agency to a public citizen or group. In California, several constitutional laws such as Propositions 13, 4, and 218, State Government Codes 66014 and 66016, and more recently Prop 26 and the Attorney General's Opinion 92-506 set the parameters under which the user fees typically administered by local government are established and administered. Specifically, California State Law, Government Code 66014(a), stipulates that user fees charged by local agencies "…may not exceed the estimated reasonable cost of providing the service for which the fee is charged".

1 General Principles and Philosophies Regarding User Fees

Local governments are providers of many types of general services to their communities. While all services provided by local government are beneficial to constituents, some services can be classified as globally beneficial to all citizens, while others provide more of a direct benefit to a specific group or individual. The following table provides examples of services provided by local government within a continuum of the degree of community benefit received:

Table 3: Services in Relation to Benefit Received

"Global" Community Benefit	"Global" Benefit and an Individual or Group Benefit	Individual or Group Benefit
• Police • Park Maintenance • Fire Suppression	• Recreation / Community Services • Fire Prevention	• Building Permits • Planning and Zoning Approval • Site Plan Review • Engineering Development Review • Facility Rentals

Funding for local government is obtained from a myriad of revenue sources such as taxes, fines, grants, special charges, user fees, etc. In recent years, alternative tax revenues, which typically offset subsidies for services provided to the community, have become increasingly limited. These limitations have caused increased attention on user fee activities as a revenue source that can offset costs otherwise subsidized (usually) by the general fund. In Table 3, services in the "global benefit" section tend to be funded primarily through voter approved tax revenues. In the middle of the table, one typically finds a mixture of taxes, user fee, and other funding sources. Finally, in the "individual /

group benefit" section of the table, lie the services provided by local government that are typically funded almost entirely by user fee revenue.

The following are two central concepts regarding the establishment of user fees:

- **Fees should be assessed according to the degree of individual or private benefit gained from services.** For example, the processing and approval of a land use or building permit will generally result in monetary gain to the applicant, whereas Police services and Fire Suppression are examples of services that are essential to the safety of the community at large.

- **A profit-making objective should not be included in the assessment of user fees.** In fact, California laws require that the charges for service be in direct proportion to the costs associated with providing those services. Once a charge for service is assessed at a level higher than the actual cost of providing a service, the term "user fee" no longer applies. The charge then becomes a tax subject to voter approval.

Therefore, it is commonly accepted that user fees are established at a level that will recover up to, and not more than, the cost of providing a particular service.

2 General Policy Considerations Regarding User Fees

Undoubtedly, there are programs, circumstances, and services that justify a subsidy from a tax based or alternative revenue source. However, it is essential that jurisdictions prioritize the use of revenue sources for the provision of services based on the continuum of benefit received.

Within the services that are typically funded by user fees, the Matrix Consulting Group recognizes several reasons why Town staff or the Council may not advocate the full cost recovery of services. The following factors are key policy considerations in setting fees at less than 100 percent of cost recovery:

- **Limitations posed by an external agency.** The State or an outside agency will occasionally set a maximum, minimum, or limit the jurisdiction's ability to charge a fee at all. An example includes time spent copying and retrieving public documents and / or transportation permits.

- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for charging a water heater in residential home is higher than the cost of the water heater itself, many citizens will avoid pulling the permit.

- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual equally benefit the community as a whole. Examples include Planning Design Review, historical dedications, and certain types of special events.

The Matrix Consulting Group recognizes the need for policies that intentionally subsidize certain activities. The primary goals of a User Fee Study are to provide a fair and equitable basis for determining the costs of providing services and ensure that the Town complies with State law.

3 Summary of Legal Restrictions and Policy Considerations

Once the full cost of providing services is known, the next step is to determine the "rate" or "price" for services at a level which is up to, and not more than the full cost amount. The Council is responsible for this decision, which often becomes a question of balancing service levels and funding sources. The placement of a service or activity within the continuum of benefit received may require extensive discussion and at times fall into a "grey area". However, with the resulting cost of services information from a User Fee Study, the Council can be assured that the adopted fee for service is reasonable, fair, and legal. The Town will need to review all fees for service in this analysis and where subsidies are identified increase them to reduce the deficit, and where over-recoveries are identified the fee must be reduced to be in compliance with the law.

3. User Fee Study Methodology

The Matrix Consulting Group utilizes a cost allocation methodology commonly known and accepted as the "bottom-up" approach to establishing User Fees. The term means that the cost is calculated for each fee or line-item individually based upon the level of effort associated with that particular fee. The following chart describes the components of a full cost calculation:



The following subsections discuss the two components of the basis of the full cost.

Time Estimation

Utilization of time estimates is a reasonable and defensible approach, especially since experienced staff members who understand service levels and processes unique to the Town developed these estimates. The project team worked closely with Town staff in developing time estimates with the following criteria:

- Estimates are representative of average times for providing services. Extremely difficult or abnormally simple projects are not factored in the analysis.
- Estimates reflect the time associated with the position or positions that typically perform a service.
- Estimates provided by staff are reviewed and approved by the department / division, and often involve multiple iterations before a Study is finalized.
- Estimates are reviewed by the project team for "reasonableness" against their experience with other agencies.
- Estimates are not based on time and motion studies, as they are not practical for the scope of services and time frame for this project.
- Estimates match the current or proposed staffing levels to ensure there is no over-allocation of staff resources to fee and non-fee related activities.

The Matrix Consulting Group agrees that while the use of time estimates is not perfect, it is the best alternative available for setting a standard level of service on which to base a jurisdiction's fees for service while meeting the requirements of California law.

The alternative to time estimating is actual time tracking, often referred to billing on a "time and materials" basis. Except in the case of anomalous or sometimes very large and complex projects, the Matrix Consulting Group believes this approach to not be cost effective or reasonable for the following reasons:

- Accuracy in time tracking is compromised by the additional administrative burden required to track, bill, and collect for services in this manner.
- Additional costs are associated with administrative staff's billing, refunding, and monitoring deposit accounts.
- Customers often prefer to know the fees for services in advance of applying for permits or participating in programs.
- Departments can better predict revenue streams and staff needs using standardized time estimates and anticipated permit volumes.

Situations arise where the size and complexity of a given project warrants time tracking and billing on a "time and materials" basis. The Matrix Consulting Group has recommended taking a deposit and charging Actual Costs for such fees as appropriate and itemized within the current fee schedule.

Fully Burdened Hourly Rates

The fully burdened hourly rates calculated through this study include the following components:

- **Salaries**: FY25 Budgeted salaries were utilized and consolidated at the fund, department, and positional level.
- **Benefits:** FY25 Budgeted benefits were utilized and consolidated at the fund, department, and positional level.
- **Productive Hours:** Based on the Town of Paradise's current personnel system rules, working or productive hours were calculated. This means taking the 2,080 starting hours and reducing the hours by vacation, sick, holidays, trainings, and administrative leave.

- **Departmental / Divisional Overhead:** This captures any internal service charges or operating supply costs such as vehicles, supplies, etc. Additionally, this component includes the cost associated with support from Director, Administrative and Analytical staff that do not directly work on fees.

- **Townwide Overhead:** This captures support provided by Town Council, Town Manager, Town Clerk, Town Attorney, Finance, and Human Resources. The costs are based on Paradise's FY24 indirect cost allocation plan (provided under separate cover).

Together these components result in the generation of fully burdened hourly rates by position / classification and / or department / division. These rates were multiplied against the time assumptions to calculate the full cost of services noted in this report.

4. Results Overview

The motivation behind a cost of services (User Fee) analysis is for the Council and Departmental staff to maintain services at a level that is both accepted and effective for the community, and also to maintain control over the policy and management of these services.

It should be noted that the results presented in this report are not a precise measurement. In general, a cost-of-service analysis takes a "snapshot in time", where a fiscal year of financial and operational information is utilized. Changes to the structure of fee names, along with the use of time estimates allow only for a reasonable projection of subsidies and revenue. Consequently, the Council and Department staff should rely conservatively upon these estimates to gauge the impact of implementation going forward.

Discussion of results in the following chapters is intended as a summary of extensive and voluminous cost allocation documentation produced during the Study. Each chapter will include detailed cost calculation results for each major permit category including the following:

- **Modifications:** discussions regarding any proposed revisions to the current fee schedule, including elimination or addition of fees.

- **"Per Unit" Results:** comparison of the full cost of providing each unit of service to the current fee for each unit of service (where applicable).

- **Annualized Results:** utilizing volume of activity estimates annual subsidies and revenue impacts were projected.

The full analytical results were provided to Town staff under separate cover from this summary report.

5. Administrative Services

Administrative Services is responsible for managing the Town's business licensing program. In addition to licensing cost, various businesses are charged a regulation fee to ensure compliance with laws and regulations. Additionally, they process rentals of the Council Chamber space and offer copies / reproductions. The fees examined within this study relate to the Town's business licensing and regulations, rental of Council Chambers, and reproduction fees. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Administrative Services

Fee Schedule Modifications

In discussions with staff, no modification to the current fee schedule were proposed.

Detailed Results

Administrative Services collect fees for business licensing and regulations, rental of Council Chambers, and reproduction fees. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 4: Total Cost Per Unit Results – Administrative Services

Fee Name	Current Fee[1]	Total Cost	Difference
Administrative Citation Hearing		Actual Cost	
Business Regulation			
Business License			
Initial Registration	$40	$53	($13)
Annual Renewal Registration	$25	$70	($45)
Bingo Games			
Initial	$102	$139	($37)
Renewal	$42	$80	($38)
Bingo Fee[2]	1%	1%	0%
Card Room (FP)			
Card Room	$349	$693	($344)
Employee Work Permit:			
Initial	$163	$255	($92)
Renewal	$81	$146	($65)
Fairs, Carnivals, Circuses and Parades	$169	$378	($209)

[1] Where appropriate, the current fee shown excludes the general plan maintenance and technology surcharges, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.
[2] [PC 326.5 (L) (2)]

Fee Name	Current Fee[1]	Total Cost	Difference
Fortunetelling (FP)			
Initial	$169	$317	($148)
Renewal	$68	$167	($99)
Hawkers, Peddlers and Street Vendors (FP)			
Initial	$122	$229	($107)
Renewal	$68	$127	($59)
Junk, Pawn and Secondhand Dealers (FP)			
Initial	$137	$231	($94)
Renewal	$69	$145	($76)
Surety Bond or Deposit	$1,000	$1,000	$0
Masseur/Masseuse (FP)			
Initial	$177	$58	$119
Renewal	$89	$58	$31
Outdoor Festivals	$172	$396	($224)
Solicitors (FP)			
Initial	$137	$231	($94)
Renewal	$69	$145	($76)
Tattoo Artist & Establishments (FP)			
Initial	$206	$317	($111)
Renewal	$69	$145	($76)
Taxi & Rental Cars (FP)			
Initial	$137	$231	($94)
Renewal	$69	$145	($76)
Theatres, Tent Show & Playhouses	$122	$229	($107)
Certified Copy of Town Documents	$4	$5	($1)
Council Chamber Use After Hours	$107	$105	$2
Council Chamber Use During Business Hrs.	$40	$34	$6
Document Copying - Per Page[3]	$0.25	$0.25	$0.00
Electronic Audio Reproduction on CD			
Reproduction Cost	$3	$3	$0
Material Cost		Actual Cost	
Notary Fees[4]	$15	$15	$0
Printed Material Production/Sale		Actual Cost	
Research on Request (Finance)			
Hourly	$83	$105	($22)
1/4 Hour	$21	$26	($5)
Return Check Processing[5]			
1st Check	$27	$25	$2
Subsequent Checks	$27	$35	($8)

Administrative Services primarily under-recovers for their fees, ranging from a high of $344 for 'Card Room' to a low of $5 for' Research on Request – 1/4 Hour'. The largest over-recovery at $119 is in relation to 'Masseur / Masseuse – Initial' and is due to decreased time spent administering this license because of process improvements.

[3] GOV § 6253(b)
[4] GOV § 8223 (b)
[5] CIV § 1719(a)

Annual Revenue Impact

Based on the FY24 permit information, Administrative Services has an under-recovery of roughly $16,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 5: Annual Results – Administrative Services

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Business License	$14,705	$29,283	($14,578)
Business Regulation	$1,868	$2,811	($943)
Total	**$16,573**	**$32,094**	**($15,521)**

Administrative Services has an annual cost recovery of 52%, which reflects a roughly $16,000 deficit. The primary contributor to this deficit is the 'Annual Renewal Registration'. Currently, this service is charged at $25; the full cost was calculated at $70, resulting in a $45 per unit difference. Due to the large number of these renewals administered annually, even a small increase to the fee charged would increase the Department's cost recovery.

6. Animal Control

Animal Control is responsible for ensuring public safety by managing and controlling domestic animals and wildlife within the Town, including rescuing stray or injured animals and enforcing animal welfare laws. Additionally, they reunite lost pets with their owners and facilitate the adoption of unclaimed animals. The fees examined within this study relate to adoptions, boarding, impounding, licensing, and various miscellaneous fees. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Animal Control.

Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** Staff proposed the addition of the following five fee as they highlight services already offered but not codified on the fee schedule and new services the Town is looking to provide:
  - 'Cat Carrier'
  - 'Other Animals (Small Livestock) - goats / sheep'
  - 'Cat license'
  - 'Surrender – Equine / Exotic'
  - 'Vaccinations'

- **Expanded Fees:** Due to large variability in how the fees are administered, staff proposed expanding the 'Exotic Animals' impound fees, to address pocket pets, reptiles, and amphibians.

- **Consolidated Fees:** Euthanize fees associated with Cats and Dogs were consolidated from six (6) categories associated with cats, kittens, and dogs by weight to two (2) fees for 'Processing' and 'Veterinary Services'. Furthermore, 'Quarantine Fees' were transitioned from a per animal fee to a per day fee.

These modifications ensure that the proposed fee schedule more accurately reflects the services currently being provided by Animal Control.

Detailed Results

Animal Control collect fees for adoptions, boarding, impounding, licensing, and various miscellaneous fees. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 6: Total Cost Per Unit Results – Animal Control

Fee Name	Current Fee[6]	Total Cost	Difference
Adoptions			
Small Animal (rabbits, rodents, etc.)	$22	$29	($7)
Cat Adoptions			
Cat Adoption	$32	$44	($12)
Feline Leukemia Test		Actual Cost	
Cat Carrier	New	$10	N/A
Dog Adoptions			
Dog Adoption	$58	$95	($37)
Heartworm Test		Actual Cost	
Deposit for unaltered dog according to Food and Agriculture Code Section 30503(a)(1)]	$44	$50	($6)
Exotic Animal (reptiles, birds, etc.)	$31	$29	$2
Large Livestock (cattle, horses, etc.)	$89	$95	($6)
Small Livestock (sheep, goats, pigs, etc.)	$44	$47	($3)
Boarding			
Dog/Cat	$16	$47	($31)
Dog / Cat Quarantine	$28	$71	($43)
Cattle/Horse			
Boarding Fee	$33	$95	($62)
Outside Boarding Fee		Actual Cost	
Trailer Usage	$56	$95	($39)
Sheep/Goats Other Livestock & Animals			
Boarding Fee	$33	$71	($38)
Trailer Usage	$56	$95	($39)
Animal Disposal			
Dog Disposal			
50 lbs. and under	$42	$71	($29)
over 50 lbs.	$56	$95	($39)
Cat Disposal	$9	$32	($23)
Other Animals (Small Livestock) - goats / sheep	New	$95	N/A
Dog License			
Dog License Less than 1 year old	$13	$47	($34)
Dog License - 1 Year			
Altered	$13	$47	($34)
Unaltered	$27	$95	($68)
Dog License - 2 Year			
Altered	$20	$47	($27)
Unaltered	$40	$95	($55)

[6] Where appropriate, the current fee shown excludes the technology surcharge, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.

Fee Name	Current Fee[6]	Total Cost	Difference
Dog License - 3 Year			
Altered	$27	$47	($20)
Unaltered	$53	$95	($42)
Dog License Replacement Tag	$9	$32	($23)
Dog License Transfer	$9	$47	($38)
Animal Licensing Late Fee	$13	$47	($34)
Cat License			
Cat License	New	$47	N/A
Impound Animals			
Altered			
1st Offense plus boarding (Plus Administrative Citation)	$61	$118	($57)
2nd Offense plus boarding (Plus Administrative Citation)	$61	$118	($57)
3rd Offense plus boarding (Plus Administrative Citation)	$61	$118	($57)
Unaltered			
1st Offense plus boarding (Plus Administrative Citation)	$61	$118	($57)
2nd Offense plus boarding (Plus Administrative Citation)	$61	$118	($57)
3rd Offense plus boarding (Plus Administrative Citation)	$61	$118	($57)
F & A Code 31751.7 & 30804.7			
1st Offense	$31	$118	($87)
2nd Offense	$44	$118	($74)
3rd and Subsequent Offense	$89	$118	($29)
Exotic Animals - Pocket Pets			
1st Offense plus boarding	$102	$47	$55
2nd Offense plus boarding (Plus Administrative Citation)	$102	$47	$55
3rd Offense plus boarding (Plus Administrative Citation)	$102	$47	$55
Exotic Animals - Reptiles			
1st Offense plus boarding	$102	$95	$7
2nd Offense plus boarding (Plus Administrative Citation)	$102	$95	$7
3rd Offense plus boarding (Plus Administrative Citation)	$102	$95	$7
Exotic Animals - Amphibians			
1st Offense plus boarding	$102	$95	$7
2nd Offense plus boarding (Plus Administrative Citation)	$102	$95	$7
3rd Offense plus boarding (Plus Administrative Citation)	$102	$95	$7
Exotic Animals - All Other			
1st Offense plus boarding	$102	$95	$7
2nd Offense plus boarding (Plus Administrative Citation)	$102	$95	$7
3rd Offense plus boarding (Plus Administrative Citation)	$102	$95	$7

Fee Name	Current Fee[6]	Total Cost	Difference
Livestock Large Animals			
1st Offense plus boarding	$122	$189	($67)
2nd Offense plus boarding (Plus Administrative Citation)	$122	$189	($67)
3rd Offense plus boarding (Plus Administrative Citation)	$122	$189	($67)
Livestock Small Animals			
1st Offense plus boarding	$122	$142	($20)
2nd Offense plus boarding (Plus Administrative Citation)	$122	$142	($20)
3rd Offense plus boarding (Plus Administrative Citation)	$122	$142	($20)
Poultry	$20	$47	($27)
After Hours Impound Surcharge	$79	$95	($16)
Euthanize			
Processing Fee	Varies	$142	N/A
Veterinary Services		Actual Cost	N/A
Incident Copy[7]			
Less than 10 Pages	$0.00	$0.00	$0
More than 10 Pages	$0.22	$0.22	$0
Kennel & Pet Shop License			
Kennel & Pet Shop License	$102	$189	($87)
Kennel & Pet Shop License Late Penalty	$20	$47	($27)
Surrender			
Small Animal	$22	$112	($90)
Cats			
Cat	$22	$112	($90)
Kitten Under 8 Weeks	$22	$112	($90)
Dogs			
Dog	$22	$136	($114)
Puppy 3 Months and Under	$22	$112	($90)
Equine / Exotic	New	$142	N/A
Wild Animal Permit Fee			
Wild Animal Permit Fee (Annual)	$82	$95	($13)
Wild Animal Permit Late Fee	$20	$24	($4)
Misc. Fee			
Dangerous Animal Permit	$122	$236	($114)
Deer Validation	$9	$32	($23)
Microchip Dog or Cat	$9	$27	($18)
Quarantine Fees	$28	$47	($19)
Trailer Use	$56	$95	($39)
Vaccinations	New	Actual Cost	N/A

Except for various impound fees, which are penalties and are not subject to the same regulations as user fees, Animal Control under-recovers for all fees. Therefore, even though those show an over-recovery they are not meant to recover costs, but rather provide enough of a penalty to disincentivize the public.

[7] GOV § 6253(b)

At $114, one of the largest under-recovers is in relation to 'Dangerous Animal Permit'. The full cost calculated accounts for the large amount of time spent by the Animal Control Officer attending court, back-and-forth with the applicants, and performing evaluations.

Annual Revenue Impact

Based on the FY24 permit information, Animal Control has an under-recovery of roughly $20,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 7: Annual Results – Animal Control

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Adoptions	$5,746	$8,621	($2,876)
Animal Disposal	$177	$315	($138)
Dog License	$9,178	$22,273	($13,095)
Euthanize	$56	$284	($228)
Surrender	$786	$4,169	($3,384)
Total	**$15,942**	**$35,663**	**($19,720)**

Animal Control has an annual cost recovery of 45%. At roughly $13,000, Dog Licenses are the largest contributor to this difference. The per unit deficits for dog licenses vary from a low of $21 to a high of $55. These deficits coupled with the large amount of licenses processed annually results in the large cost recovery gap. Even a small increase in dog license fees would help to bridge the Department's cost recovery gap.

7. Building

The Building Division is responsible plan check and inspection of all new and existing construction, including electrical, plumbing and mechanical. As such, the fees examined within this study relate to building, electrical, plumbing, and mechanical plan check and inspections. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Building.

Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the standalone 'Electrical Private Swimming Pool' fee as this fee is now captured under the newly proposed combination 'Swimming Pool' permits. Additionally, 'Plan Review' was eliminated as a separate fee as it is now built into the total permit fee. Any additional plan review needed would be captured through an hourly rate.

- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the Town is looking to provide:
  - 'Alternate Means and Methods Material Review – Building Official'
  - 'Technical Report Review – Building Official'
  - 'Appeal to Building Board of Appeals' as this would cover staff cost to notice, prepare, and attend appeal hearings.
  - 'Permit Reinstatement (1 year Max)'
  - 'Permit Transfer'
  - 'Online Electrical Permit Issuance & Inspection'
  - 'Online Mechanical Permit Issuance & Inspection'
  - 'Online Plumbing Permit Issuance & Inspection'

- **Valuation-Based Fees:** Currently, the Town has a singular valuation table to capture all fees as it relates to miscellaneous projects, single-family residential, new, remodels, and / or commercial / multi-family. Through this process, the project team worked with Town staff to modify this system in the following ways:

- Create flat ranges rather than a calculation-based fee. This would clearly allow Town staff and applicants to understand their cost if they are within a particular square footage or valuation range.
- Create square footage-based fees for new single-family & duplex projects, accessory buildings, and commercial / industrial / multi-family new projects. For these types of projects, the size of the project is the primary driver of effort rather than the cost of construction.
- Retain valuation for remodels / additions and tenant improvements, as the level of construction cost does drive the level of effort for those projects.

- **Modified Fees:** The following points highlight various miscellaneous modifications proposed by staff:
  - 'Develop Permit / Development Impact Fee Request' was proposed to be changed to 'Total Permit Fee Estimate Request (Development Permits + Impact Fees).
  - Change Sign Permits to flat fees based on sign type, as follows:
    - 'Monument'
    - 'Free Standing – Pole / Post Sign'
    - 'Flush'
  - Change 'Re-Roof' permits from squares to the following eight subcategories:
    - 'Residential Re-Roof All Types'
    - 'Online Residential Re-Roof All Types'
    - 'Residential Re-Roof All Types with Remove and Reinstall Solar Panels'
    - 'Online Residential Re-Roof All Types with Remove and Reinstall Solar Panel'
    - 'Commercial Re-Roof All Types'
    - 'Online Commercial Re-Roof All Types'
    - 'Commercial Re-Roof All Types with Remove and Reinstall Solar Panels'
    - 'Online Commercial Re-Roof All Types with Remove and Reinstall Solar Panel'
  - 'Swimming Pool' permits were expanded into the following four fees
    - 'Residential'
    - 'Commercial'
    - 'Residential Master Pool Plan'
    - 'Residential Master Pool Plan Reuse'
  - 'Solar Photovoltaic Systems' were modified to mirror the state's current structure and ranges.

- Change the following fees from valuation to be flat-fee based:
  - 'Battery / Energy Storage System'
  - 'EV Charging Station' parsed out into 'Residential', '1-6 stations' and '6+ station'
  - 'Antennas / Cell Towers' parsed out into the following three categories: 'Equipment Container', 'Co-Locate', and Free-Standing Tower'.
  - Generators into two categories – 'standby' and 'on line standby'
  - Windows into 'Window Replacement (per 5 windows)' and 'New Window (structural) per 5 windows – plans required'
  - Retaining Walls
  - Storage Racks
- Staff suggested providing a 'Swimming Pool' combination permit parsed out into 'Residential' and 'Commercial' categories, to streamline this process for applicants as this would include building permit, plan review, and electrical.
- 'Plan Review' as a percentage of the building permit was removed as a stand-alone fee, as the new square footage fees cover both the plan check and inspection aspects of building permitting.

These modifications ensure that the proposed fee schedule more accurately reflects the services currently being provided by Building.

Detailed Results

The Building Division collect fees for building, electrical, plumbing, and mechanical plan check and inspections. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 8: Total Cost Per Unit Results – Building

Fee Name	Current Fee[8]	Total Cost	Difference
Building Plan Check, Permit & Inspection (Single-Family & Duplex) 50% due at time of submittal			
0-1,000 sq. ft.	Modified	$3,792	N/A
1,001-1,500 sq. ft.	Modified	$4,384	N/A
1,501-2,000 sq. ft.	Modified	$4,975	N/A
2,001-2,500 sq. ft.	Modified	$5,571	N/A
2,501-3,000 sq. ft.	Modified	$6,163	N/A
3,001+ sq. ft.	Modified	$6,461	N/A
Each Additional 500 sq. ft. Above 3,000	Modified	$296	N/A

[8] Where appropriate, the current fee shown excludes the general plan maintenance and technology surcharges, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.

Fee Name	Current Fee[8]	Total Cost	Difference
Master Plan	Modified	$2,863	N/A
Master Plan Reuse Less than 1,000 sq. ft.	Modified	$2,604	N/A
Master Plan Reuse	Modified	$2,898	N/A
Manufactured 0-1,500 sq. ft.	Modified	$2,493	N/A
Manufactured 1,501-5,000 sq. ft.	Modified	$3,232	N/A
Manufactured 5,001+ sq. ft.	Modified	$4,415	N/A
Building Plan Check, Permit & Inspection (Accessory Buildings) 50% due at time of submittal			
121-300 sq. ft.	Modified	$1,135	N/A
301-500 sq. ft.	Modified	$1,431	N/A
501-1,000 sq. ft.	Modified	$2,170	N/A
1,000+ sq. ft.	Modified	$2,612	N/A
Each Additional 500 sq. ft. Above 1,000	Modified	$296	N/A
Building Plan Check, Permit & Inspection (Single-Family & Duplex) - Remodels / Additions (based on Contract Value)			
Up to $2,000	Modified	$631	$447
$2,001 - $10,000	Modified	$779	$520
$10,001 - $25,000	Modified	$927	$593
$25,001 - $50,000	Modified	$1,074	$758
$50,001 - $100,000	Modified	$1,442	$1,088
$100,001+	Modified	$2,385	$1,789
Each Additional $10,000 Above $100,000	Modified	$489	$147
Building Plan Check, Permit & Inspection (Commercial, Industrial, Multi-Family) – New - 50% due at time of submittal			
0-1,500 sq. ft.	Modified	$8,092	N/A
1,501-2,500 sq. ft.	Modified	$9,571	N/A
2,501-5,000 sq. ft.	Modified	$12,530	N/A
5,001-7,500 sq. ft.	Modified	$18,741	N/A
7501-10,000 sq. ft.	Modified	$23,272	N/A
10,000+ sq. ft.	Modified	$24,751	N/A
Each Additional 1,000 sq. ft. Above 10,000	Modified	$489	N/A
Manufactured 0-5,000 sq. ft.	Modified	$4,702	N/A
Manufactured 5,001-10,000 sq. ft.	Modified	$6,329	N/A
Building Plan Check - Permit & Inspection (Commercial, Industrial, Multi-Family) - Tenant Improvements (Contract Value)			
Up to $5,000	Modified	$1,001	N/A
$5,001 - $25,000	Modified	$2,035	N/A
$25,001 - $50,000	Modified	$2,627	N/A
$50,001 - $100,000	Modified	$3,664	N/A
$100,000 - $250,000	Modified	$5,439	N/A
$250,001-$500,000	Modified	$6,031	N/A
$500,000+	Modified	$6,622	N/A
Each Additional $50,000 Above $500,000	Modified	$552	N/A
Plan Review			
Additional Plan Review Fees	$102	$149	($47)
Misc. Valuation Based Fees			
Factory-built and/or modular on permanent foundation and buildings moved to any parcel within the town limits: The building permit fees shall be based upon contract price to include permanent foundation system, cost of factory-built and/or modular home, and any upgrades.	Per Building Permit & Inspection Valuation Fee		

Fee Name	Current Fee[8]	Total Cost	Difference
Manufactured home installation fees shall be based on the home installed and the cost of the foundation system installed. Except the fee shall be one-half of the building permit fee for a site-built of the same value.	Per Building Permit & Inspection Valuation Fee		
Building Flat Fees			
General Fees			
Additional Plan Review - Plan Check 3 or For use when required by changes, additions, revisions to approved plans (one half hour minimum)	$102	$149	($47)
Alternate Means and Methods Materials Review - Building Official (Min. 3 hrs)	New	$215	N/A
Technical Report Review - Building Official (Min. 3 hrs)	New	$215	N/A
Appeal to Building Board of Appeals	New	$386	N/A
Inspection Fee – For use where no fee is specifically indicated (minimum charge – one hour)	$102	$147	($45)
Inspections outside of normal business hours (Min. 3 hrs)	$102	$172	($70)
Re-inspection fees after second failed inspection	$102	$147	($45)
Energy Plan Review - For plans which require energy design compliance per Title 24 California Code of Regulations.	$51	$149	($98)
General Building Permit Issuance	$48	$64	($16)
Permit Reinstatement (1-Year Max)	New	$203	N/A
Permit Transfer	New	$64	N/A
All Other Fees			
Antennas / Cell Towers			
Equipment Container	Modified	$816	N/A
Co-Locate	Modified	$963	N/A
Free Standing Tower	Modified	$2,356	N/A
Carport/Ramada, Pre-Engineered Metal 481 SF and above	$290	$594	($304)
Conditional/Temporary Certificate of Occupancy	$102	$403	($301)
Demolition Permit Fee	$185	$520	($335)
Total Permit Fee Estimate Request (Development Permits + Impact Fees)	$102	$171	($68)
Investigative Fee	Actual Cost		
Open Wood Deck single story, less than 12 feet above grade			
Up to and including 300 SF	$153	$613	($460)
Over 300 SF (per 300 SF)	Modified	$211	N/A
Re-Roof			
Residential Re-Roof All Types	Modified	$318	N/A
Online Residential Re-Roof All Types	Modified	$253	N/A
Residential Re-Roof All Types with Remove and Reinstall Solar Panels	Modified	$391	N/A
Online Residential Re-Roof All Types with Remove and Reinstall Solar Panels	Modified	$290	N/A
Commercial Re-Roof All Types	Modified	$391	N/A
Online Commercial Re-Roof All Types	Modified	$327	N/A
Commercial Re-Roof All Types with Remove and Reinstall Solar Panels	Modified	$464	N/A
Online Commercial Re-Roof All Types with Remove and Reinstall Solar Panel	Modified	$400	N/A
Shed/Garage/Storage Group U			
Pre-Engineered Metal:			
121 SF - 1,000 SF	$387	$678	($291)

Fee Name	Current Fee[8]	Total Cost	Difference
Each additional 500 SF over 1,000 SF	$48	$74	($26)
Pre-Engineered & Pre-Fabricated Wooden Utility Structure 121SF:			
Up to and including 1,000SF	$153	$678	($524)
Each additional 500 SF over 1000SF	$51	$74	($23)
Sign permits			
Monument / Free Standing Pole / Post Sign	Modified	$789	N/A
Flush	Modified	$493	N/A
Swimming Pool:			
Residential	Modified	$1,342	N/A
Commercial	Modified	$1,710	N/A
Residential Master Pool Plan	Modified	$511	N/A
Residential Master Pool Plan Reuse	Modified	$1,043	N/A
Generators			
Standby Generator	Modified	$267	N/A
Online Stand by Generator	Modified	$203	N/A
Windows			
Window replacement (per 5)	Modified	$467	N/A
New Window (structural) (per5) plans required	Modified	$790	N/A
Retaining walls			
Retaining Wall - Not part of structure	Modified	$467	N/A
Storage Racks			
Storage Racks	Modified	$467	N/A
Solar Photovoltaic System Fees			
Solar Photovoltaic System Check/Permit Issuance (Commercial)			
Up to and including 50 kW	Modified	$833	($424)
51kW - 250 kW	Modified	$7	$402
Above 50 kW	Modified	$5	
Solar Photovoltaic System Check/Permit Issuance (Residential Only)			
Up to and including 15 kW	Modified	$375	($68)
16 kW and above	Modified	$14	$190
Roof Mount Online Submittal and Permit up to and including 15 kW	Modified	$343	
Solar Water Heating Systems Plan Check/Permit (Residential Only)	$102	$467	($365)
Battery / Energy Storage System	Modified	$373	N/A
EV Charging Station			
Residential	Modified	$267	N/A
1-6 stations	Modified	$808	N/A
6+ stations	Modified	$1,251	N/A
MEPs			
Electrical			
Electrical Inspections - Additional - Hourly	$97	$147	($50)
Electrical Permit Issuance & Inspection	$48	$267	($219)
Online Electrical Permit Issuance & Inspection	New	$203	N/A
Electrical Temporary Power Service	$48	$267	($219)
Mechanical			
Mechanical Inspections - Additional - Hourly	$97	$147	($50)
Mechanical Permit Issuance & Inspection	$48	$267	($219)
Online Mechanical Permit & Issuance	New	$203	N/A
Plumbing			
Plumbing Inspections - Additional - Hourly	$97	$147	($50)

Fee Name	Current Fee[8]	Total Cost	Difference
Plumbing Permit Issuance & Inspection	$48	$267	($219)
Online Plumbing Permit Issuance & Inspection	New	$203	N/A

Building under-recovers on all fees. The largest deficits are in relation to 'Solar Photovoltaic Systems Fees,' which can be limited by state regulations unless a jurisdiction can prove that it costs them more to provide that service.

Annual Revenue Impact

Based on the FY24 permit information, Building has an under-recovery of roughly $387,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 9: Annual Results – Building

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Building Plan Check, Permit & Inspection	$1,892,082	$2,213,729	($321,647)
Flat Fees	$63,697	$105,878	($42,182)
Solar Photovoltaic	$21,632	$30,071	($8,439)
MEPs	$31,382	$45,764	($14,382)
Total	**$2,008,793**	**$2,395,442**	**($386,649)**

The Building Division has an annual cost recovery of 84%. The largest component of this deficit, approximately $322,000 is in relation to plan review and inspection services associated with residential and non-residential projects. Updating the structure to be based on square footage for new projects and valuation for remodels / improvements will better enable the Town to capture staff time and effort spent on those activities.

8. Fire Prevention

Fire suppression services are contracted, but Fire Prevention is provided through the Building Division. The fees examined within this study relate to these responsibilities, including burn and land clearing permits, annual fire inspections, building and construction review, and fire code permits. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Fire Prevention.

Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** Staff proposed the addition of the following fee as they highlight either services already offered but not codified on the fee schedule or new services the Town is looking to provide:
  - 'Online Residential Burn Permit'
  - 'Broadcast Burn Permit'
  - 'Online Fuel Reduction Permit'
  - 'Alternate Means and Methods Review – Fire Marshal'
  - 'Inspection outside of normal business hours'
  - 're-inspection fees after second failed inspection'
  - 'Plan Review – Additional Plan Review Fees'

- **Condensed Fees:** To streamline the fee schedule, staff proposed condensing the tiers for 'Annual Fire Inspections – Exiting Occupancies' and adding a multiplier which scales the base tier based on square footage.

- **Modified Fees:** Staff proposed adjusting the base tier for 'Fire Inspection - Apartment Inspection – Annually' from '0-16 units' to '3-16 units' because the annual inspection is not needed for less than three units.

These modifications ensure that the proposed fee schedule more accurately reflects the services currently being provided by the Fire Prevention.

Detailed Results

Fire Prevention collect fees for burn and land clearing permits, annual fire inspections, building and construction review, and fire code permits. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 10: Total Cost Per Unit Results – Fire Prevention

Fee Name	Current Fee[9]	Total Cost	Difference
Burn Permit-Residential	$22	$32	($10)
Online Residential Burn Permit	New	$26	N/A
Broadcast Burn Permit	New	$182	N/A
Campfire/Special Activity Permit	$31	$107	($76)
Fuel Reduction Permit	$49	$107	($58)
Online Fuel Reduction Permit	New	$88	N/A
Land Clearing Permits	$76	$182	($106)
Report	See CAL FIRE Fee Schedule		
Respond			
Care Facility Assistance	$243	$374	($131)
DUI Accident-Hourly	$122	$187	($65)
False Alarm-After Three Responses Per Year	$122	$187	($65)
Negligent Alarm	Actual Cost		
Public Service Request, more than three per year	$122	$187	($65)
Fire Stand By-Hourly (after 1st hour)	$243	$374	($131)
Equipment and Apparatus Damage	Actual Cost		
Hazard Abatement	$66	$149	($83)
Hazard Material			
Hourly Rate	$243	$374	($131)
Actual Cost	Cost of Materials		
Negligent/Reckless Caused Fire Cost Recovery	Actual Cost		
Out-of-Hours Burn	$243	$374	($131)
Community Safety Services			
After Hours Inspection	50% + Original Fee	$262	N/A
Appeal of Fire Code Requirements - Fire Marshal	$94	$215	($121)
Building Permit Work without Permit (each time in year)	50% + Original Fee		
Annual Fire Inspections - Existing Occupancies			
0-5,000 sq. ft.	$38	$92	($54)
0-5,000 sq. ft. (per 1,000 sq. ft.)	New	$15	N/A
5,000-10,000 sq. ft.	$92	$167	($75)
5,000-10,000 sq. ft. (per 1,000 sq. ft.)	New	$15	N/A
10,000-50,000 sq. ft.	$170	$316	($146)
10,000-50,000 sq. ft. (per 10,000 sq. ft.)	New	$75	N/A
50,001-100,000 Sq. Ft.	$309	$615	($306)
50,001-100,000 Sq. Ft. (per 10,000 sq. ft.)	New	$75	N/A
100,001 and above Sq. Ft.	$387	$914	($527)
100,001 and above Sq. Ft. (per 10,000 sq. ft.)	New	$75	N/A

[9] Where appropriate, the current fee shown excludes the general plan maintenance and technology surcharges, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.

Fee Name	Current Fee[9]	Total Cost	Difference
Building Permit and Construction Review (BPCR)			
BPCR - New - Commercial, Industrial and Multi-Family			
0 through 10,000 Sq. Ft.	$212	$652	($440)
10,001 through 50,000 Sq. Ft.	$317	$951	($634)
50,001 through 100,000 Sq. Ft.	$423	$1,250	($827)
per 50,000 Sq. Ft. above 100,000	$106	$951	($845)
BPCR - Tenant Improvements/Infill Projects			
0 through 10,000 Sq. Ft.	$106	$203	($97)
10,001 through 50,000 Sq. Ft.	$212	$353	($141)
50,001 through 100,000 Sq. Ft.	$317	$502	($185)
per 50,000 Sq. Ft. above 100,000	$106	$353	($247)
BPCR - Fire Sprinkler System - NFPA 13 - Commercial Buildings			
0 through 10,000 Sq. Ft.	$191	$951	($760)
10,001 through 50,000 Sq. Ft.	$239	$1,250	($1,011)
50,001 through 100,000 Sq. Ft.	$287	$1,848	($1,561)
per 50,000 Sq. Ft. above 100,000	$96	$1,250	($1,154)
BPCR - Fire Sprinkler System - NFPA 13R and 13D - Single or Multi-family			
0 through 10,000 Sq. Ft.	$159	$353	($194)
10,001 through 50,000 Sq. Ft.	$212	$951	($739)
50,001 through 100,000 Sq. Ft.	$317	$1,549	($1,232)
per 50,000 Sq. Ft. above 100,000	$106	$502	($396)
BPCR - Fire Sprinkler System Modifications - NFPA 13, 13D, 13R			
Minor - Less than 15 Sprinkler Heads	$53	$353	($300)
Major - 16-30 Sprinkler Heads	$106	$502	($396)
Above 30 Sprinkler Heads	Use BPCR - Fire Sprinkler System - NFPA 13R and 13D fees	$666	N/A
BPCR - Fire Sprinkler System - NFPA 14 Standpipe			
0 through 10,000 Sq. Ft.	$212	$652	($440)
10,001 through 50,000 Sq. Ft.	$264	$801	($537)
50,001 through 100,000 Sq. Ft.	$317	$951	($634)
per 50,000 Sq. Ft. above 100,000	$106	$502	($396)
BPCR - Fire Sprinkler System - NFPA 20 Fire Pumps			
0 through 10,000 Sq. Ft.	$212	$502	($290)
10,001 through 50,000 Sq. Ft.	$264	$652	($388)
50,001 through 100,000 Sq. Ft.	$317	$801	($484)
per 50,000 Sq. Ft. above 100,000	$106	$502	($396)
BPCR - Fire Sprinkler System - NFPA 24/13 Underground Fire Service Mains			
0 through 10,000 Sq. Ft.	$159	$502	($343)
10,001 through 50,000 Sq. Ft.	$212	$652	($440)
50,001 through 100,000 Sq. Ft.	$264	$801	($537)
per 50,000 Sq. Ft. above 100,000	$106	$652	($546)
BPCR - Fire Sprinkler System - NFPA 72 Fire Alarm Systems			
0 through 10,000 Sq. Ft.	$159	$502	($343)
10,001 through 50,000 Sq. Ft.	$212	$652	($440)
50,001 through 100,000 Sq. Ft.	$264	$801	($537)
per 50,000 Sq. Ft. above 100,000	$264	$652	($388)
BPCR - Fire Sprinkler System - NFPA 72 Tenant Improvement Fire Alarm			
Minor - Less than 15 fire alarm appliances	$106	$353	($247)
Major - 16-30 fire alarm appliances	$159	$502	($343)

Fee Name	Current Fee[9]	Total Cost	Difference
Above 30 appliances	Use BPCR - Fire Sprinkler System - NFPA 72 Fire Alarm Systems fees		
BPCR - NFPA 96, 17 & 17A Fixed Fire Suppression Systems			
Fixed Fire Suppression System	$132	$502	($370)
Class 1 Hood and Duct System	$132	$502	($370)
Other Specialty Fixed Fire Suppression	$159	$652	($493)
Tenant Improvement of Fixed Fire Suppression Systems	$106	$353	($247)
BPCR - Smoke Removal Systems			
0 through 10,000 Sq. Ft.	$264	$652	($388)
10,001 through 50,000 Sq. Ft.	$317	$801	($484)
50,001 through 100,000 Sq. Ft.	$423	$951	($528)
per 50,000 Sq. Ft. above 100,000	$106	$801	($695)
BPCR - Flammable and Combustible Liquids			
Underground Storage Tank Installation	$212	$502	($290)
Aboveground Storage Tank	$317	$652	($335)
Removal of Underground/Aboveground Tank	$106	$353	($247)
Pipeline or Appurtenances	$106	$353	($247)
California Fire Code Permits			
Aerosol Products	$114	$203	($89)
Battery Systems	$114	$353	($239)
Carnivals and Fairs	$114	$353	($239)
Cellulose Nitrate Film	$114	$203	($89)
Combustible Dust Producing Operations	$171	$278	($107)
Combustible Fibers	$171	$278	($107)
Compressed Gases	$142	$203	($61)
Cryogenic Fluids	$142	$203	($61)
Cutting and Welding	$57	$166	($109)
Dry Cleaning Plants	$114	$203	($89)
Exhibits and Trade Shows	$114	$203	($89)
Explosives	$171	$278	($107)
Fire Hydrants and Valves	$28	$166	($138)
Flammable and Combustibles Liquids	$171	$278	($107)
Floor Finishings	$171	$278	($107)
Fumigation and Thermal Insecticidal Fogging	$57	$166	($109)
Hazardous Materials - Bi-Annually	$568	$780	($212)
HPM Facilities - Bi-Annually	$568	$780	($212)
High Piled Combustible Storage - Bi-Annually	$568	$780	($212)
Hot Work Operations	$28	$166	($138)
Industrial Ovens	$114	$203	($89)
Lumber Yards and Wood Working Plants	$171	$278	($107)
Liquid or Gas Fueled Vehicles or Equipment in "A" Occ.	$57	$166	($109)
LP Gas	$114	$203	($89)
Magnesium	$171	$278	($107)
Miscellaneous Combustible Storage	$114	$203	($89)
Open Flame	$28	$203	($175)
Open Flames and Torches	$28	$203	($175)
Open Flames and Candles	$28	$203	($175)
Organic Coatings	$171	$241	($70)
Places of Assembly	$171	$353	($182)
Private Fire Hydrants	$28	$166	($138)
Pyrotechnic Special Effects	$171	$241	($70)

Fee Name	Current Fee[9]	Total Cost	Difference
Pyroxylin Plastics	$171	$241	($70)
Refrigeration Equipment	$114	$203	($89)
Repair Garages and Motor Fueling Dispensing Facilities	$171	$241	($70)
Spraying and Dipping Operations	$171	$241	($70)
Storage of Tires and Tire By Product	$227	$315	($88)
Temporary Membrane Structures, Tents and Canopies	$85	$203	($118)
Tire Rebuilding Plants - Bi-Annually	$568	$780	($212)
Waste Handling	$171	$241	($70)
Wood Products	$114	$203	($89)
Miscellaneous Plan Review & Inspection Fees			
Consultant Fee	Actual Cost	$215	N/A
Expedite Plan Review	50% + Original Fee	$431	N/A
Fire Code Enforcement Inspection	$93	$166	($73)
Fire Protection System Plan Resubmitted (second or subsequent time)	50% + Original Fee	$215	N/A
Fire Protection System Plan Re-inspection (second or subsequent time)	50% + Original Fee	$215	N/A
Hydrant Flow Review			
Basic	$77	$268	($191)
Intermediate	$227	$380	($153)
Complex	$227	$152	$75
Fire Inspection			
Inspection - Contract State Fire Marshal	Actual Cost		
Fire Inspection - Apartment Inspection - Annually			
3-16 Units	$140	$241	($101)
17-30 Units	$186	$315	($129)
31-60 Units	$280	$465	($185)
61-100 Units	$373	$614	($241)
More than 100 Units	$93	$166	($73)
Fire Inspection - Hotel and Motel Inspection - Annually			
0 -10 Units	$140	$241	($101)
11-20 Units	$186	$315	($129)
21-50 Units	$280	$465	($185)
More than 50 Units	$93	$166	($73)
Fire Inspection - Vegetation Management Inspections			
Initial Inspection and one Re-inspection	$0	$203	($203)
3rd & subsequent - plus administrative fines	$124	$241	($117)
Inspection - Commercial, Industrial and Multi-Family			
0 through 10,000 Sq. Ft.	$186	$652	($466)
10,001 through 50,000 Sq. Ft.	$280	$951	($671)
50,001 through 100,000 Sq. Ft.	$373	$1,250	($877)
per 50,000 Sq. Ft. above 100,000	$93	$203	($110)
Inspection - Tenant Improvements/Infill Projects (BPR)			
0 through 10,000 Sq. Ft.	$93	$203	($110)
10,001 through 50,000 Sq. Ft.	$140	$353	($213)
50,001 through 100,000 Sq. Ft.	$186	$502	($316)
per 50,000 Sq. Ft. above 100,000	$93	$353	($260)
Inspection - NFPA 13 Fire Sprinkler Systems (Commercial Buildings)			
0 through 10,000 Sq. Ft.	$186	$652	($466)
10,001 through 50,000 Sq. Ft.	$280	$801	($521)
50,001 through 100,000 Sq. Ft.	$326	$1,250	($924)
per 50,000 Sq. Ft. above 100,000	$93	$951	($858)

Fee Name	Current Fee[9]	Total Cost	Difference
Inspection - NFPA 13R and 13D Fire Sprinkler Systems (Single or Multi-family)			
0 through 10,000 Sq. Ft.	$186	$353	($167)
10,001 through 50,000 Sq. Ft.	$280	$801	($521)
50,001 through 100,000 Sq. Ft.	$373	$1,250	($877)
per 50,000 Sq. Ft. above 100,000	$93	$203	($110)
Inspection - NFPA 13 and 13R Fire System Modifications			
Minor - Less than 15 sprinkler heads	$93	$353	($260)
Major - 16-30 sprinkler heads	$140	$502	($362)
Above 30 head modification	Use Inspection - NFPA 13R and 13D Fire Sprinkler Systems fees	$666	N/A
Inspection - NFPA 14 Standpipe			
0 through 10,000 Sq. Ft.	$186	$353	($167)
10,001 through 50,000 Sq. Ft.	$280	$502	($222)
50,001 through 100,000 Sq. Ft.	$373	$652	($279)
per 50,000 Sq. Ft. above 100,000	$93	$502	($409)
Inspection - NFPA 20 Fire Pumps			
0 through 10,000 Sq. Ft.	$186	$353	($167)
10,001 through 50,000 Sq. Ft.	$280	$502	($222)
50,001 through 100,000 Sq. Ft.	$373	$652	($279)
per 50,000 Sq. Ft. above 100,000	$93	$502	($409)
Inspection - NFPA 24/13 Underground Fire Service Mains			
0 through 10,000 Sq. Ft.	$186	$353	($167)
10,001 through 50,000 Sq. Ft.	$280	$502	($222)
50,001 through 100,000 Sq. Ft.	$373	$652	($279)
per 50,000 Sq. Ft. above 100,000	$93	$502	($409)
Inspection - NFPA 72 Fire Alarm Systems			
0 through 10,000 Sq. Ft.	$186	$502	($316)
10,001 through 50,000 Sq. Ft.	$280	$652	($372)
50,001 through 100,000 Sq. Ft.	$373	$801	($428)
per 50,000 Sq. Ft. above 100,000	$93	$502	($409)
Inspection - NFPA 72 Tenant Improvement Fire Alarm			
Minor - Less than 15 alarm appliances sprinkler heads	$93	$353	($260)
Major - 16-30 fire alarm appliances	$140	$502	($362)
Above 30 appliance modification	Use Inspection - NFPA 72 Fire Alarm Systems fees	$666	N/A
Inspection - NFPA 96, 17 & 17A Fixed Fire Suppression Systems			
Fixed Fire Suppression System	$93	$353	($260)
Class I Hood and Duct System	$93	$353	($260)
Other Specialty Fixed Fire Suppression	$140	$353	($213)
Tenant Improvement of Fixed Fire Suppression Systems	$93	$203	($110)
Inspection - Smoke Removal Systems			
0 through 10,000 Sq. Ft.	$186	$353	($167)
10,001 through 50,000 Sq. Ft.	$280	$502	($222)
50,001 through 100,000 Sq. Ft.	$373	$652	($279)
per 50,000 Sq. Ft. above 100,000	$93	$166	($73)
Inspection - Flammable and Combustible Liquids			
Underground storage tank installation	$93	$203	($110)
Aboveground storage tank	$93	$203	($110)

Fee Name	Current Fee[9]	Total Cost	Difference
Removal of underground/aboveground tank	$140	$203	($63)
Pipeline or appurtenances	$140	$203	($63)
Insurance Inspection Fee			
Insurance Inspection Fee - Less than 1/3 Acre	$39	$203	($164)
Insurance Inspection Fee - 1/3 - 1 Acre	$62	$278	($216)
Insurance Inspection Fee - Over 1 Acre	$77	$155	($78)
Miscellaneous			
Technical Report Review - Fire Marshal	$94	$215	($121)
Alternate Means and Methods Review - Fire Marshal (Min. 3 hrs.)	New	$215	N/A
Plan Review/Variance - Fire Marshal	$106	$215	($109)
Inspections outside of normal business hours (Min. 2 hrs.)	New	$215	N/A
Re-inspection fees after second failed inspection	New	$215	N/A
Plan Review			
Fuel Modification Reports	$529	$780	($251)
Site Plan Review	$212	$353	($141)
Additional Plan Review Fees (Plan Check 3, and each Revision)	New	$149	N/A
Pre-inspection			
Capacity to serve 25 or fewer clients	$62	$203	($141)
Capacity to serve 26 or more client	$116	$278	($162)
Residential Care Facilities for the elderly which services six (6) or fewer clients	$0	$203	($203)

Except for 'Hydrant Flow Review – Complex', which over-recovers for $76 per hour of review, Fire under-recovers for all their fees. The deficits range from a high of $1,561 for 'BPCR - Fire Sprinkler System - NFPA 13 - Commercial Buildings - 50,001 through 100,000 Sq. Ft.' to a low of $10 for 'Burn Permit-Residential'.

Annual Revenue Impact

Based on the FY24 permit information, Fire has an under-recovery of $147,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 11: Annual Results - Fire Prevention

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Burn Permit-Residential	$11,333	$16,421	($5,088)
Campfire/Special Activity Permit	$61	$214	($153)
Fuel Reduction Permit	$5,320	$11,657	($6,337)
Land Clearing Permits	$77,937	$185,330	($107,393)
California Fire Code Permits	$171	$407	($236)
Hydrant Flow Review	$17,142	$44,998	($27,856)
Total	**$111,964**	**$259,027**	**($147,063)**

Fire Prevention has an annual cost recovery of 43%. At $107,000, 'Land Clearing Permits' are the largest contributor to the department's deficit. Currently, the Town charges $76 for this permit, through the analysis the full cost was calculated to be $182, resulting in a $106 per unit deficit. This deficit coupled with the large number of permits pulled annually results in a significant cost recovery gap. Staff should review this fee and adjust where appropriate as even a small increase would impact cost recovery.

9. Planning

Planning is responsible for overseeing the current and future development and growth of the Town, focusing on land use, zoning, infrastructure development, and community design to enhance the quality of life for residents. The fees examined within this study relate to annexation, appeal review, development agreements, landscape plans, site plan review, use permits, and more. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Planning.

Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the 'New business Checklist Review' fee as this service is no longer offered.

- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the Town is looking to provide:
  - 'Re-Review Upon Third Resubmittal' which would be charged hourly
  - 'Entitlement Violation Fee' which is a penalty that covers work started without proper Planning review.
  - 'Administrative Permit – Livestock'
  - 'Administrative Permit Modification – Livestock'

- **Condensed Fees:** As a means to streamline the fee schedule, staff proposed condensing the following fees:
  - 'Appeal Review – Advertised Approval / Denial' and 'Appeal Review – Non-advertised Admin Approval / Denial' were condensed into a single fee 'Appeal Review'.
  - 'Site Plan Review' and 'Site Plan / Use Permit Modification' both have 'Class A', 'Class B', and 'Class C' categories which were condensed into 'Major' and 'Minor' categories.

- **Expanded Fees:** Due to large variability in how the fee is administered, staff proposed expanding the 'Landscape Plan' based on square footage of the project.

- **Modified Fees:** The following points highlight various miscellaneous modifications proposed by staff:
  - 'Day Care Permit Large Family or Home Occupation Permit' was changed to 'Home Occupation Permit'.
  - 'Major Variance Permit Class B' would become 'Major Variance Permit'.
  - 'Minor Variance Permit Class A' would become "Minor Variance Permit'
  - 'Landscape Plan' was modified from a single flat fee to a tiered fee based on square footage of landscaping.
  - 'Site Plan Review', 'Site Plan /Use Modification', and 'Use Permit' staff proposed moving away from classifying by class and change these fees to 'Major' and 'Minor', where minor would not include CEQA.
  - 'Tree Felling Hearing – Minor (5 to 30 trees)' was proposed to change to 'Tree Felling Hearing – Minor (9 to 30 trees)'

These modifications ensure that the proposed fee schedule more accurately reflects the services currently being provided by Planning.

Detailed Results

Planning collect fees for annexation, appeal review, development agreements, landscape plans, site plan review, use permits, and more. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 12: Total Cost Per Unit Results – Planning

Fee Name	Current Fee[10]	Total Cost	Difference
Administrative Permit			
Major	$652	$1,349	($697)
Minor	$283	$846	($563)
Livestock	New	$1,033	N/A
Administrative Permit Modification			
Major	$301	$675	($374)
Minor	$141	$423	($282)
Livestock	New	$531	N/A
Administrative Variance Noise Ordinance	$136	$573	($437)
Administrative Zoning Interpretation	$236	$598	($362)
Annexation			
Application	$2,205	$4,632	($2,427)
Appeal Review	$94	$201	($107)
CEQA Analysis/Document [Projects w/o Land Use Entitlement]	$601	$1,479	($878)

[10] Where appropriate, the current fee shown excludes the general plan maintenance and technology surcharges, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.

Fee Name	Current Fee[10]	Total Cost	Difference
Code Compliance Enforcement Fee	$91	$210	($119)
Commission Zoning Interpretation	$330	$1,015	($685)
Home Occupation Permit	$263	$846	($583)
Design Review Application			
Architecture	$351	$1,046	($695)
Façade	$220	$730	($510)
Sign	$88	$543	($455)
Development Agreement			
Development Agreement:			
Base	$1,121	$2,142	($1,021)
Per Acre	$13	$0	$13
Development Agreement Modification:			
Base	$649	$1,187	($538)
Per Acre	$16	$0	$16
EIR			
Requirement Appeal	$902	$1,953	($1,051)
Study Review	$601	$1,385	($784)
General Plan			
General Plan Amendment & Rezoning	$2,907	$6,714	($3,807)
General Plan Amendment (Text Only)	$1,403	$3,440	($2,037)
General Plan Interpretation (Commission)	$424	$1,432	($1,008)
Landscape Plan			
Landscape Plan:			
Up to 5,000 sq. ft.	$255	$730	($475)
5,001 - 10,000 sq. ft.	$255	$916	($661)
10,001 - 25,000 sq. ft.	$255	$1,290	($1,035)
25,001+ sq. ft.	$255	$1,663	($1,408)
Landscape Plan Amendment	$85	$293	($208)
Major Map Modification Review	$902	$1,953	($1,051)
Major Variance Permit	$1,303	$2,920	($1,617)
Mello-Roos District Creation Application Fee	$852	$1,795	($943)
Minor Map Modification Review	$377	$944	($567)
Minor Variance Permit	$1,037	$2,168	($1,131)
Modification to Planned Development			
Major	$501	$1,107	($606)
Minor	$189	$552	($363)
Notice of Determination Filing [plus Dept. of Fish & Game Fee]	$79	$310	($231)
Parcel Map	$2,074	$4,782	($2,708)
Parking			
Mixed Use Facility Adjustment	$141	$363	($222)
Remote (Offsite) Review	$141	$363	($222)
Permit to Mine/Reclamation Plan	$660	$1,665	($1,005)
Preliminary Development Review			
Major w/Meeting	$896	$2,168	($1,272)
Minor w/o Meeting	$519	$1,228	($709)
Project Mitigation Monitoring	$85	$207	($122)
Research on Request	$85	$243	($158)
Rezoning Application	$2,005	$4,765	($2,760)
Road Name Review	$198	$878	($680)

Fee Name	Current Fee[10]	Total Cost	Difference
Site Plan Review			
Major	New	$2,607	N/A
Minor	New	$1,731	N/A
Site Plan / Use Permit Modification			
Major	New	$1,437	N/A
Minor	New	$934	N/A
Street Change			
Street Address Change Review	$88	$331	($243)
Street Name Change Review - Private	$501	$1,266	($765)
Street Name Change Review - Public	$1,002	$2,213	($1,211)
Temporary Use Permit (40% Fee Reduction for Non-Profit)	$141	$689	($548)
Tentative Map			
5 to 19 Lots	$2,556	$5,170	($2,614)
20 Lots or More:			
Base	$2,756	$5,598	($2,842)
Per Lot	$0	$187	($187)
Time Extension Review	$401	$1,086	($685)
Tree Felling Permit			
Base	$28	$79	($51)
Per Tree	$19	$31	($12)
Tree Felling Hearing			
Minor (9 to 30 trees)	$181	$690	($509)
Major (31 or more trees)	$272	$953	($681)
Tree Permit Modification (Administrative Action)	$47	$94	($47)
Tree Preservation/Protection Plan Review	$85	$204	($119)
Use Permit			
Major	New	$3,354	N/A
Minor	New	$2,104	N/A
Re-Review Upon Third Resubmittal	New	$202	N/A
Entitlement Violation Fee	2x Application Fee		

Planning under-recovers for all fees. The largest deficit at $3,807 is in relation to 'General Plan Amendment & Rezoning', followed by 'Tentative Map – 20 Lots or more – Base' and 'Rezoning Application' at $2,842 and $2,760, respectively.

Annual Revenue Impact

Based on the FY24 permit information, Planning has an under-recovery of roughly $86,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 13: Annual Results – Planning

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Administrative Permits	$17,005	$43,843	($26,838)
Day Care Permit Large Family or Home Occ. Permit	$1,054	$3,385	($2,331)

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Design Review Application	$3,118	$13,020	($9,902)
General Plan	$2,907	$6,714	($3,807)
Landscape Plan	$2,299	$6,568	($4,269)
Rezoning Application	$2,005	$4,765	($2,760)
Site Plan Review	$4,399	$7,799	($3,400)
Temporary Use Permit	$5,762	$28,239	($22,477)
Tree Feeling Permit & Hearing	$3,942	$13,876	($9,934)
Total	**$42,490**	**$128,210**	**($85,720)**

Planning has an annual cost recovery of 33%. The largest contributors to this low cost recovery are 'Administrative Permits' at $27,000 and 'Temporary Use Permits' at $22,000.

Within 'Administrative Permits', the primary driver of the difference is the 'Minor' category. Currently the Town charges $283 for this permit, the full cost was calculated at $846, resulting in a $593 deficit.

Likewise, the Town currently charges $141 for a 'Temporary Use Permit', the full cost was calculated to be $689, resulting in a $548 per unit deficit. Due to the large volume of these types of permits pulled even a small increase in the fee would help bridge the departments cost recovery gap. As such, staff should evaluate these fees, along with the others addresses in this analysis and make adjustments were appropriate.

10. Police

The Police Department is responsible for ensuring the safety of both community residents and visitors by enforcing federal, state, and local laws, alongside promoting community awareness and engagement. Their responsibilities include maintaining public order, preventing crime, and fostering a secure environment through active collaboration with the community. The fees examined within this study relate to alarms, citation signoffs, police reports, fingerprinting, vehicle impound, business licensing, etc. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Police.

1 Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the following fees as these services are no longer offered:
  - 'Deer Validation'
  - 'Weapons Storage Fee – Each Additional After Two'
  - 'Weapons Storage Fee – First Two Weapons'

- **Modified Fees:** The unit by which 'Subpoena Duces Tecum - Witness Appearance Fees – Police Officer' and 'Subpoena Duces Tecum - Hourly' are currently charged were modified to align with how the state charges these fees.

These modifications ensure that the proposed fee schedule more accurately reflects the fee-related services currently being provided by the Police Department.

2 Detailed Results

Police Department collect fees for relate to alarms, citation signoffs, police reports, fingerprinting, vehicle impound, business licensing, etc. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 14: Total Cost Per Unit Results – Police Department

Fee Name	Current Fee[11]	Total Cost	Difference
Accident Investigation (Only those required by law)	$149	$233	($84)
Misc. Fees			
Bicycle License (Three Years)			
Initial	$8	$9	($1)
Renewal	$3	$6	($3)
Citation Sign Off			
Vehicle brought to Police Department	$22	$13	$9
Vehicle not brought to Police Department	$44	$47	($3)
DUI Emergency Response	$94	$189	($95)
Excessive Noise Disturbance			
1st Response (Plus Administrative Citation)	$94	$189	($95)
2nd Response (Plus Administrative Citation)	$94	$189	($95)
3rd and Additional Responses (Plus Administrative Citation)	$94	$189	($95)
Fingerprint Processing			
Livescan (Plus Dept. of Justice Fees, Livescan Fees and $0.75 relay fee)	$18	$56	($38)
Rolled (Plus Dept. of Justice Fees)	$18	$37	($19)
Firearms Dealer Permit			
Initial	$219	$112	$107
Renewal	$55	$28	$27
Municipal Code Enforcement		Varies	
Photographs/Audio/Video[12]			
Public Records Request	$19	$23	($4)
Other Agency, Domestic Violence, or otherwise restricted	$19	$0	$19
Police Report[12]			
Police Report:			
Less than 10 Pages	$0.00	$0.25	($0.25)
More than 10 Pages	$0.25	$0.25	$0.00
Police Report - CAD/Incident Copy:			
Less than 10 Pages	$0.00	$0.25	($0.25)
More than 10 Pages	$0.25	$0.25	$0.00
Public Convenience/Necessity (Prior to Alcoholic Beverage License)	$123	$27	$96
Special Police Services	$94	$189	($95)
Statutory Registration	$31	$94	($63)
Subpoena Duces Tecum			
Attorney Requests/Delivery[13]	$16	$24	($8)
Witness Appearance Fees - Police Officer[14]	$376	$275	$101
Hourly[15]	$94	$150	($56)
Vehicles			
Vehicle Code Enforcement			
Vehicle Impound Fee - Traffic Safety Fund	$161	$175	($15)

[11] Where appropriate, the current fee shown excludes general plan maintenance and technology surcharges, as those are not factored into the Total Cost, and are calculated and applied as separate surcharges.
[12] GOV § 7922.530
[13] EVI § 1563(b)(1)
[14] GOV § 68097.2 (b)
[15] Cal. Code Regs. Tit. 15, § 3413.1

Fee Name	Current Fee[11]	Total Cost	Difference
Vehicle Repossession[16]	$31	$15	$16
Vehicle Towing/Storage Fee	$161	$175	($15)
VIN Verification:			
Vehicle brought to Police Department	$23	$47	($24)
Vehicle not brought to Police Department	$47	$94	($47)
Visa/Clearance Letter	$16	$28	($12)
Volunteers used for private events	$15	$189	($174)

Police primarily under-recovers for fees; ranging from a high of $174 for 'Volunteers used for private events' to a low of $1 for 'Bicycle License (Three Years) – Initial'.

The 'Special Police Services' fee applies to any services not specifically identified within the Police Department fee schedule, or for services that fall outside the generally understood scope of an identified service.

3 Annual Revenue Impact

Based on the FY24 permit information, Police has an under-recovery of roughly $12,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 15: Annual Results – Police

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Citation Sign Off	$2,311	$1,303	$1,008
Fingerprint Processing	$6,933	$18,152	($11,219)
Firearms Dealer Permit	$55	$28	$27
Police Report	$0	$33	($33)
Subpoena Duces Tecum	$587	$449	$139
Vehicles	$1,871	$3,754	($1,882)
Visa/Clearance Letter	$39	$70	($30)
Total	**$11,797**	**$23,787**	**($11,990)**

Police has an annual cost recovery of 50%. The main contributor to this deficit is 'Fingerprint Processing', the Town charges $18 for either a 'Livescan' or 'Rolled' fingerprinting, the full cost for this service was calculated to be $56 and $37, which results in a $38 and $19 deficit, respectively. While the deficits alone are not large, since the department provides these services five to ten times a week, it adds up to a larger component of the deficit. Due to this, even a small increase in fingerprinting fees would result in an increase in cost recovery.

[16] GOV § 41612

11. Public Works

Public Works is responsible for designing, constructing, and maintaining the Town's essential infrastructure, including roads, bridges, and stormwater drains. Additionally, they also oversee the planning and implementation of public projects as a means to meet the growing needs of the community. The fees examined within this study relate to certificates of compliance and correction, parcel and subdivision maps, encroachment permits, lot line and merger adjustment reviews, and various others. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Public Works.

1 Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **Eliminated Fees:** Staff proposed eliminating the following fees as these services are no longer offered:
  - All fees associated with 'Public utility Encroachment Permits'
  - 'Sign Review and Installation'
  - 'Traffic Marking Engineering Review'

- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the Town is looking to provide:
  - 'Special Permit Zone Review' was added to cover the cost of reviewing development projects for parcels designated to have areas of potential flooding according to the Town's Strom Drain Master Plan.
  - 'Development Impact Fee Adjustment/Waiver/in-Lieu Credit Application'

- **Expanded Fees:** Due to large variability in how the fees are administered, staff proposed expanding the following fee categories:
  - 'General Encroachment Permit, Minor Review & Inspections' was expanded into the following two categories: 'Minor Encroachment Permit (Less than $20,000 Value in Public ROW)' and 'Residential Driveway Connection, Standard Detail D-12'
  - Rather than being charged based on a percentage of the Engineers estimate, 'General Encroachment Permit, Major Review & Inspection' was expanded into the following five flat fee categories which shall be

accompanied by a stamped Engineer's Estimate of Construction Costs or other acceptable valuation evidence.
  - '$20,000-$49,999 Value in Public ROW'
  - '$50,000-$99,999 Value in Public ROW'
  - '$100,000-$249,999 Value in Public ROW'
  - '$250,000-$499,999 Value in Public ROW'
  - '$500,000+ Value in Public ROW'
- Rather than being charged based on a percentage of the Engineers estimate, 'General Encroachment Permit, Utility' was expanded into the following two per hour fee categories: 'Review & Inspection Hourly Fee' and 'Review & Inspection Overtime Hourly Fee'.
- Rather than being charged based on a percentage of the Engineers estimate, 'Onsite (Private Property Development) Civil Plan Review' was expanded into the following five flat fee categories which shall be accompanied by a stamped Engineer's Estimate of Construction Costs or other acceptable valuation evidence.
  - 'Less Than $49,999 Civil Value in Private Development'
  - '$50,000-$99,999 Civil Value in Private Development'
  - '$100,000-$249,999 Civil Value in Private Development'
  - '$250,000-$499,999 Civil Value in Private Development'
  - '$500,000+ Value Civil Value in Private Development'

- **Modified Fees:** 'Erosion Control' was updated to change the fee from being charged per acre to now be charged within the follow categories:
  - 'Single Family Residential'
  - 'All Other'

These modifications ensure that the proposed fee schedule more accurately reflects the services currently being provided by Public Works.

2 Detailed Results

Public Works collect fees for certificates of compliance and correction, parcel and subdivision maps, encroachment permits, lot line and merger adjustment reviews, and various others. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 16: Total Cost Per Unit Results – Public Works

Fee Name	Current Fee[17]	Total Cost	Difference
Certificate Of Compliance Review - With Public Hearing			
Certificate Of Compliance Review - With Public Hearing	$778	$1,826	($1,048)
Third Party Costs		Actual Cost	
Certificate of Correction			
No Public Hearing	$518	$1,470	($952)
With Public Hearing	$778	$2,306	($1,528)
Covenant/Road Maintenance Agreement Processing	$194	$476	($282)
Erosion Control			
Non-Compliance Abatement		Actual Cost	
Erosion and Sediment Control Plan Review:			
Single-Family Residential	New	$530	N/A
All Other	New	$1,061	N/A
Final Parcel Map			
Final Parcel Map	$1,296	$2,519	($1,223)
Third Party Costs		Actual Cost	
Final Subdivision Map			
Final Subdivision Map Review	$1,944	$5,150	($3,206)
Third Party Costs		Actual Cost	
General Encroachment Permit, Minor Review & Inspection			
Minor Encroachment Permit (Less than $20,000 Value in Public ROW)	$266	$531	($265)
Residential Driveway Connection, Standard Detail D-12	$266	$782	($516)
General Encroachment Permit, Major Review & Inspection			
$20,000-$49,999 Value in Public ROW	New	$1,008	N/A
$50,000-$99,999 Value in Public ROW	New	$1,987	N/A
$100,000-$249,999 Value in Public ROW	New	$2,477	N/A
$250,000-$499,999 Value in Public ROW	New	$2,966	N/A
$500,000+ Value in Public ROW	New	$3,485	N/A
General Encroachment Permit, Utility			
Review & Inspection Hourly Fee	New	$170	N/A
Review & Inspection Overtime Hourly Fee	New	$158	N/A
General Engineering			
Review Hourly Fee	$130	$218	($88)
Inspection Hourly Fee	$101	$179	($78)
Inspection Overtime Hourly Fee	$130	$211	($81)
Overtime Review Hourly Fee	$101	$266	($165)
Grading Permit Review and Inspection (Disturbed Volume / Area)			
Over 50 to 100 CY	$212	$523	($311)
Over 100 to 1,000 CY	$425	$1,000	($575)
Over 1,000 CY	$850	$1,606	($756)
Improvement Agreement Review			
Less than $1,500	$259	$427	($168)
More than $1,500	$518	$1,018	($500)
Lot Line Adjustment Review			
Lot Line Adjustment Review	$907	$2,257	($1,350)
Third Party Costs		Actual Cost	
Lot Merger Review			

[17] Where appropriate, the current fee shown excludes the general plan maintenance and technology surcharges, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.

Fee Name	Current Fee[17]	Total Cost	Difference
Lot Merger Review	$518	$2,007	($1,489)
Third Party Costs		Actual Cost	
Onsite (Private Property Development) Civil Plan Review			
Less Than $49,999 Civil Value in Private Development	New	$1,008	N/A
$50,000-$99,999 Civil Value in Private Development	New	$1,987	N/A
$100,000-$249,999 Civil Value in Private Development	New	$2,477	N/A
$250,000-$499,999 Civil Value in Private Development	New	$2,966	N/A
$500,000+ Value Civil Value in Private Development	New	$3,485	N/A
Deposit	50%	50%	0%
Oversize Vehicle[18]			
Annual Permit	$90	$90	$0
Single Trip Permit	$16	$16	$0
Parking Within Street Setback Review	$259	$367	($108)
Site Plan Review (Developed Area)			
Under 1/3 Acre	$259	$487	($228)
1/3 - 2 Acres	$518	$973	($455)
Over 2 Acres	$1,426	$1,979	($553)
Stormwater Post-Construction Standards Plan Review			
Regulated Project	$778	$695	$83
Small Project	$130	$348	($218)
Street Abandonment			
Street Abandonment	$1,815	$2,753	($938)
Third Party Costs		Actual Cost	
Special Permit Zone Review	New	$396	N/A
Development Impact Fee Adjustment/Waiver/in-Lieu Credit Application	$212	$952	($740)
Public Work - Street & Fleet Services			
Fleet Cost Recovery Fees Regular Business Hours	$76	$100	($24)
Streets Cost Recovery Fees Regular Business Hours	$118	$162	($44)
Streets Cost Recovery Fees After Hours - (3 Hour Minimum)	$177	$186	($9)

Except for 'Stormwater Post-Construction Standards Plan Review – Regulated Project', Public Work's under-recovers on all their fees. Deficits range from a low of $9 for 'Streets Cost Recovery Fees After Hours - (3 Hour Minimum)' to a high of $3,206 for 'Final Subdivision Map Review'.

3 Annual Revenue Impact

Based on the FY24 permit information, Public Works has an under-recovery of roughly $33,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

[18] Cal. Code Regs. tit. 21 § 1411.3 (a)

Table 17: Annual Results – Public Works

Fee Category	Revenue at Current Fee	Annual Cost	Difference
General Encroachment Permit	$30,640	$31,602	($962)
Grading Permit Review and Inspection	$14,017	$33,342	($19,325)
Lot Line Adjustment and Merger	$5,444	$18,564	($13,120)
Oversize Vehicle	$678	$678	$0
Total	**$50,779**	**$84,187**	**($33,408)**

Public Works has an annual cost recovery of 60%. The driving force of the difference is 'Grading Permit Review and Inspection' as this service has both a large per unit difference and high volume of these types of services provided. For example, 'Over 50 to 100 CY' is currently administered at $212, the full cost was calculated to be $523, resulting in a per unit deficit of $311. Roughly 32 of these services were conducted, resulting in an annual deficit of roughly $9,900. The high volume coupled with the high difference decrease the department's cost recovery.

Additionally, 'Lot Line Adjustment and Merger' have an impact on cost recovery but are due to large per unit differences. For example, currently 'Lot Merger Review' is charged at $518 per review, the full cost was calculated to be $2,007, resulting in a $1,489 per unit deficit. Only seven of these reviews were administered in the prior year, which resulted in a roughly $10,400 deficit. Overall, staff should review these fees and the others provided in the analysis and adjust where appropriate.

12. Onsite Sanitation

Onsite Sanitation is responsible for overseeing septic and wastewater treatment systems within the Town of Paradise. As such the fees examined within this study relate to the plan review and inspection of these systems. The following subsections discuss fee schedule modifications, detailed per unit results for the fee-related services, and annual revenue impacts associated with Onsite Sanitation.

1 Fee Schedule Modifications

In discussions with staff, the following modifications were proposed to the current fee schedule:

- **New Fees:** Staff proposed the addition of the following fees as they highlight either services already offered but not codified on the fee schedule or new services the Town is looking to provide:
  - Under Permit Renewal – New Construction category, staff proposed the addition of 'Alteration to Maintain Existing Use/Alteration for Expanded Use', as this is an elective application but there is currently no way to capture the time to process the application.
  - 'Mobile Home Park Review' covers a pre-review of applicant plans before they can receive a permit from the state.
  - 'Re-Review upon Third Plan Check' covers excessive plan review.

- **Modified Fees:** 'Review for Land Division' modified category from up to 3 lots to be up to 4 lots as a means to mimic parcel maps.

These modifications ensure that the proposed fee schedule more accurately reflects the services currently being provided by Onsite Sanitation.

2 Detailed Results

Onsite Sanitation collect fees for the review and inspection of septic and treatment systems. The total cost calculated for each service includes direct staff costs and Departmental and Townwide overhead. The following table details the fee name, current fee, total cost, and difference associated with each service offered.

Table 18: Total Cost Per Unit Results – Onsite Sanitation

Fee Name	Current Fee[19]	Total Cost	Difference
Abandonment of Septic System	$143	$272	($129)
Advanced Treatment Systems			
Up to & including1000 gpd - Recirc, BSF, ATU, etc.			
Permit	$429	$952	($523)
Review	$739	$1,476	($737)
Above 1000 gpd - Recirc, BSF, ATU, etc.			
Permit	$573	$1,272	($699)
Review	$933	$1,778	($845)
Alteration to Maintain Existing Use/Alteration for Expanded Use	$286	$690	($404)
Alternative Systems			
Perimeter & Curtain Drain Dewatering:			
Permit	$429	$952	($523)
Review	$855	$1,604	($749)
Alternative System - Pressure Dose up to & including 1000 gpd:			
Permit	$429	$952	($523)
Review	$447	$981	($534)
Alternative Systems - Pressure Dose above 1000 gpd:			
Permit	$573	$1,125	($552)
Review	$778	$1,677	($899)
Annual Evaluator License Fee	$39	$161	($122)
Annual Operating Permit[20]	$33	$33	$0
Building Permit Clearance			
Major	$72	$216	($144)
Minor	$36	$126	($90)
Compliance Enforcement	$212	$410	($198)
Escrow Clearance	$93	$176	($83)
Extension Request for Evaluation or Repair	$33	$68	($35)
Graywater Systems	$107	$359	($252)
Hourly Service Fees	$94	$161	($67)
Innovative Treatment System			
Permit	$941	$1,794	($853)
Review	$1,882	$3,065	($1,183)
Land Use Review			
Major	$389	$818	($429)
Major with Covenant or Easement	$583	$1,192	($609)
Minor	$253	$516	($263)
Monitoring Service - Advanced Treatment System			
Up to & incl 1000 gpd	$156	$468	($312)
Over 1000 gpd	$389	$788	($399)
Permit Renewal (New Construction)			
Alternative or Advanced Treatment System	$272	$584	($312)
Standard System	$156	$303	($147)
Alteration to Maintain Existing Use/Alteration for Expanded Use	New	$385	N/A

[19] Where appropriate, the current fee shown excludes the general plan maintenance and technology surcharges, as those are not factored into the Total Cost and calculated / should be applied as separate surcharges.
[20] Prop 218

Fee Name	Current Fee[19]	Total Cost	Difference
Repair			
Advanced Treatment Systems Recirc, BSF, ATU, etc. up to & including 1000 gpd:			
Permit	$429	$915	($486)
Review	$700	$1,054	($354)
Advanced Treatment Systems Recirc, BSF, ATU, etc. above 1000 gpd:			
Permit	$680	$1,364	($684)
Review	$739	$1,484	($745)
Pressure Dose:			
Permit	$215	$470	($255)
Review	$428	$778	($350)
Standard Septic System	$226	$516	($290)
Minor	$72	$192	($120)
Review for Land Division			
Up to 4 lots	$541	$1,097	($556)
4 or more Lots	$132	$348	($216)
Final Map Check	$78	$212	($134)
Standard System			
New Installation	$544	$865	($321)
Additional Re-inspection	$78	$183	($105)
Water Well Clearance	$94	$248	($154)
Mobile Home Park Review	New	$730	N/A
Re-Review upon Third Plan Check	New	$151	N/A

Onsite Sanitation under-recover for all fees, ranging from a high of $1,183 for 'Innovative Treatment System – Review' to a low of $35 for 'Extension Request for Evaluation or Repair'.

3 Annual Revenue Impact

Based on the FY24 permit information, Onsite Sanitation has an under-recovery of roughly $221,000. The following table shows by major fee category: revenue at current fee, total projected annual cost, and the resulting difference.

Table 19: Annual Results - Onsite Sanitation

Fee Category	Revenue at Current Fee	Annual Cost	Difference
Alteration to Maintain Existing Use/Alteration for Expanded Use	$57,543	$138,741	($81,199)
Annual Evaluator License Fee	$2,256	$9,363	($7,108)
Annual Operating Permit	$380,916	$380,916	$0
Escrow Clearance	$38,816	$73,705	($34,889)
Extension Request for Evaluation or Repair	$33	$68	($35)
Land Use Review	$29,008	$59,284	($30,277)
Repair	$52,609	$120,325	($67,716)
Water Well Clearance	$94	$248	($154)
Total	**$561,275**	**$782,653**	**($221,378)**

The Onsite Wastewater Division has an annual cost recovery of 72%. At $68,000, the fee category ‘Alteration to Maintain Existing Use/Alteration for Expanded Use’ accounts for the largest portion of the deficit. Currently, this fee is charged at $286; the full cost was calculated at $690, resulting in a $404 per unit deficit. The per unit difference, coupled with the high volume of this type of permit administered, results in the cost recovery gaps seen.

Likewise, ‘Standard Septic System’ within the ‘Repair’ category is currently administered at $226, the full cost was calculated at $516, resulting in a $290 per unit deficit. In the prior year 194 of these permits were administered resulting in an annual deficit of roughly $56,000. Overall, staff should look at these fees and the rest addressed in this analysis and make adjustment where necessary to bridge the cost recovery gap.

13. Development Services Surcharges

There are two typical surcharges assessed as part of the development review process – General Plan Maintenance Fee and Technology fee. Currently, the Town of Paradise charges both fees. The following subsections discuss the calculation of the General Plan Maintenance Fee and Technology Fee.

General Plan Maintenance Fee

A General Plan Maintenance fee is meant to account for updates to the general plan, zoning ordinance, housing elements, and other long-range planning activities that are part of the larger General Plan.

The General Plan Maintenance fee is governed by Government Code Section 66014(b), which states that fees "may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and recommendations." This code states that fees can be charged against zoning changes, zoning variances, use permits, building inspections, and filing applications.

The fee is charged during the building permit phase to ensure that any development project that gets to that phase has enough impact to require an update to the Zoning Code or the General Plan. This fee should only be applied to major building permits (i.e., new or remodel / tenant improvements) rather than standalone permits for water heaters or electrical outlets.

Annually, the Town spends approximately $257,000 on long-range planning activities. Additionally, for FY25 the Town has proposed $800,000 for general plan update costs to last approximately 10 years, adding an additional $80,000 per year. The project team calculated the full cost of the General Plan Fee based on total annual cost divided by total revenue from Building permits. The following table shows this calculation:

Table 20: General Plan Maintenance Fee Calculation

Category	Cost
Total Annual Cost	$337,000
Total Building Permit Fees	$2,395,442
General Plan Maintenance Fee	**14%**

The calculated General Plan Maintenance Fee is 14% of the Building permit fees. The general plan maintenance fee is currently assessed at 12% of the total permit fee

assessed to a project. The following table compares the current fee to the Town's full cost, along with the associated difference.

Table 21: General Plan Maintenance Fee Current Fee to Full Cost Comparison

Category	Current Fee	Full Cost	Difference
General Plan Maintenance Fee	12%	14%	(2%)

The Town is currently under-recovering by 2% for its General Plan maintenance fee.

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of the General Plan Maintenance Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

Table 22: General Plan Maintenance Fee – Comparative Survey

Jurisdiction	Fee Amount
Butte County	4.5% of Bldg Permit Fees
Chico	2% of Bldg Permit Fees
Clearlake	$25 per permit
Lincoln	0.079% of Project Val

Chico and Butte County's fees at 2% and 4.5% are significantly lower than the Town's current fee of 12% and full cost fee of 14%.

Technology Surcharge Fee

A Technology Fee allows the Town to support the costs associated with the Paradise's permitting system, contracted staff time for managing the systems, acquiring the system, etc. The Town currently assesses this fee as 12.50% of the permit fees. The current annual expenses for technology-related support are $275,000 annually. To arrive at the calculation of the technology fee, the project team took the annual technology-related costs and divided it by the total cost of Administrative Services, Animal Control, Building, Onsite Sanitation, Planning, Fire, Police, and Public Works permits. The following table shows this calculation:

Table 23: Technology Fee Calculation

Cost Category	Amount
Total Annual Technology-Related Costs	$275,000
Total Fee-Related Revenue	$3,744,534
Technology Fee as % of Bldg Permit Fee	**7%**

Based upon this calculation, the Town's full cost Technology fee would be 7% of the permit fees. Below, is a table comparing the calculated fee to the Town's current fee, along with the associated difference.

Table 24: Technology Fee Current Fee to Full Cost Comparison

Category	Current Fee	Full Cost	Difference
Technology Fee	12.50%	7%	5.50%

The current fee is 5.50% more than the full cost calculated.

As part of this analysis, the project team conducted a comparative survey of other local jurisdictions and their assessment of a Technology Fee. Like other comparative efforts, the survey below simply shows the fees charged by the jurisdiction and does not include the basis upon which the other jurisdictions calculated or developed their fee. The following table shows the results of this comparative analysis:

Table 25: Technology Fee – Comparative Survey

Jurisdiction	Fee Amount
Auburn	3% of Permit Fees
Butte County	2% of Permit Fees
Chico	3.3% of the Building Permit Fee 2.8% of the Planning Fees
Clearlake	2% of Permit Fees
Lincoln	4% of Permit Fees
Marysville	10% of Permit Fees
Oroville	6% of Permit Fees

All surveyed jurisdictions charge their technology fee as a percentage of the permit fee, ranging from 2% to 10% of permit fees. Paradise's current fee at 12.50% is the highest, while the full cost calculated fee at 7% would be roughly aligned with other jurisdictions.

Surcharge Funds

The Town of Paradise already collects and accounts for General Plan Maintenance and Technology surcharges in separate accounts, which ensures compliance with funding requirements, enables appropriate allocation of funds to long-term planning and technology-related activities, and mitigates any potential issues with the comingling of funds.

14. Cost Recovery Considerations

The following sections provide guidance regarding how and where to increase fees, determining annual update factors, and developing cost recovery policies and procedures.

1 Fee Adjustments

This study has documented and outlined on a fee-by-fee basis where the Town is under and over collecting for its fee-related services. Town and Department management will now need to review the results of the study and adjust fees in accordance with Departmental and Town philosophies and policies. The following dot points outline the major options the Town has in adjusting its fees.

- **Over-Collection**: Upon review of the fees that were shown to be over-collecting for costs of services provided, the Town should reduce the current fee to be in line with the full cost of providing the service.

- **Full Cost Recovery:** For fees that show an under-collection for costs of services provided, the Town may decide to increase the fee to full cost recovery immediately.

- **Phased Increase:** For fees with significantly low-cost recovery levels, or which would have a significant impact on the community, the Town could choose to increase fees gradually over a set period of time.

The Town will need to review the results of the fee study and associated cost recovery levels and determine how best to adjust fees. While decisions regarding fees that currently show an over-recovery are fairly straight forward, the following subsections, provide further detail on why and how the Town should consider either implementing Full Cost Recovery or a Phased Increase approach to adjusting its fees.

1 Full Cost Recovery

Based on the permit or review type, the Town may wish to increase the fee to cover the full cost of providing services. Certain permits may be close to cost recovery already, and an increase to full cost may not be significant. Other permits may have a more significant increase associated with full cost recovery.

Increasing fees associated with permits and services that are already close to full cost recovery can potentially bring a Department's overall cost recovery level higher. Often,

these minimal increases can provide necessary revenue to counterbalance fees which are unable to be increased.

The Town should consider increasing fees for permits for which services are rarely engaged to full cost recovery. These services often require specific expertise and can involve more complex research and review due to their infrequent nature. As such, setting these fees at full cost recovery will ensure that when the permit or review is requested, the Town is recovering the full cost of its services.

2 Phased Increases

Depending on current cost recovery levels some current fees may need to be increased significantly in order to comply with established or proposed cost recovery policies. Due to the type of permit or review, or the amount by which a fee needs to be increased, it may be best for the Town to use a phased approach to reaching their cost recovery goals.

As an example, you may have a current fee of $200 with a full cost of $1,000, representing 20% cost recovery. If the current policy is 80% cost recovery, the current fee would need to increase by $600, bringing the fee to $800, in order to be in compliance. Assuming this particular service is something the Town provides quite often, and affects various members of the community, an instant increase of $600 may not be feasible. Therefore, the Town could take a phased approach, whereby it increases the fee annually over a set period until cost recovery is achieved.

Raising fees over a set period of time not only allows the Town to monitor and control the impact to applicants, but also ensure that applicants have time to adjust to significant increases. Continuing with the example laid out above, the Town could increase the fee by $150 for the next four years, spreading out the increase. Depending on the desired overall increase, and the impact to applicants, the Town could choose to vary the number of years by which it chooses to increase fees. However, the project team recommends that the Town not phase increases for periods greater than five years, as that is the maximum window for which a comprehensive fee assessment should be completed.

2 Annual Adjustments

Conducting a comprehensive analysis of fee-related services and costs annually would be quite cumbersome and costly. The general rule of thumb for comprehensive fee analyses is between three and five years. This allows for jurisdictions to ensure they account for organizational changes such as staffing levels and merit increases, as well as process efficiencies, code or rule changes, or technology improvements.

Developing annual update mechanisms allow jurisdictions to maintain current levels of cost recovery, while accounting for increases in staffing or expenditures related to permit services. The two most common types of update mechanisms are Consumer Price Index (CPI) and Cost of Living Adjustment (COLA) factors. The following points provide further detail on each of these mechanisms.

- **COLA / Personnel Cost Factor:** Jurisdictions often provide their staff with annual salary adjustments to account for increases in local cost of living. These increases are not tied to merit or seniority, but rather meant to offset rising costs associated with housing, gas, and other livability factors. Sometimes these factors vary depending on the bargaining group of a specific employee. Generally, these factors are around two or three percent annually.

- **CPI Factor:** A common method of increasing fees or cost is to look at regional cost indicators, such as the Consumer Price Index. These factors are calculated by the Bureau of Labor Statistics, put out at various intervals within a year, and are specific to states and regions.

The Town of Paradise should review its current options internally (COLA) as well as externally (CPI) to determine which option better reflects the goals of the Department and the Town. If choosing a CPI factor, the Town should outline which CPI should be used, including specific region, and adoption date. If choosing an internal factor, again, the Town should be sure to specify which factor if multiple exist.

3 Policies and Procedures

This study has identified areas where the Town is under-collecting the cost associated with providing services. This known funding gap is therefore being subsidized by other Town revenue sources.

Development of cost recovery policies and procedures will serve to ensure that current and future decision makers understand how and why fees were determined and set, as well as provide a road map for ensuring consistency when moving forward. The following subsections outline typical cost recovery levels and discuss the benefits associated with developing target cost recovery goals and procedures for achieving and increasing cost recovery.

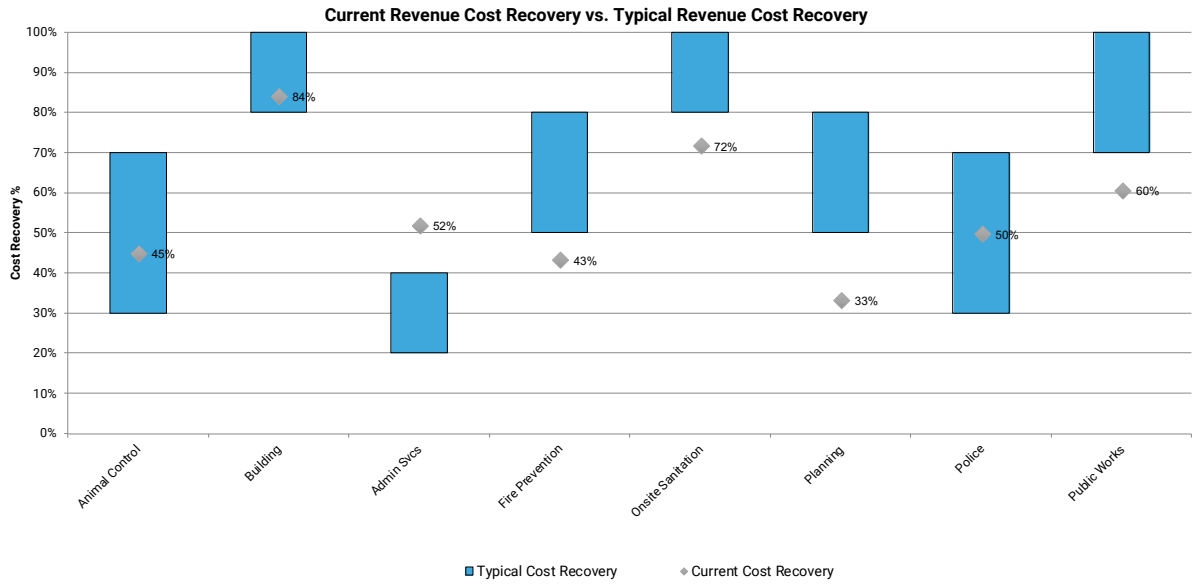
1 Typical Cost Recovery

The Matrix Consulting Group has extensive experience in analyzing local government operations across the United States and has calculated typical cost recovery ranges. The following table outlines these cost recovery ranges by major service area.

Table 26: Typical Cost Recovery Ranges by Major Service Area

Service Areas	Typical Cost Recovery Ranges
Animal Control	40-70%
Building	80-100%
Admin Svcs	20-50%
Fire	50-80%
Onsite Sanitation	80-100%
Planning	50-80%
Police	40-70%
Public Works	80-100%

Information presented in the table above is based on the Matrix Consulting Group's experience in analyzing local governments' operations across the United States and within California and reflects *typical* cost recovery ranges observed by local adopting authorities. The following graph depicts how Paradise compares to industry cost recovery range standards.



Animal Control, Building, Police are within their typical cost recovery ranges. Administrative Services, Fire Prevention, Onsite Sanitation, Planning, and Public Works are all below their typical cost recovery ranges. These are the primary revenue generators

for the Town, indicating that it is more critical for the Town to focus on reviewing the full cost associated with those areas.

2 Development of Cost Recovery Policies and Procedures

The Town should review the current cost recovery levels and adopt a formal policy regarding cost recovery. This policy can be general in nature and can apply broadly to the Town as a whole, or to each department and division specifically. A department specific cost recovery policy would allow the Town to better control the cost recovery associated with different types of services being provided and the community benefit received.

Appendix – Comparative Survey

As part of the Cost of Services (User Fee) study for the Town of Paradise, Matrix Consulting Group conducted a comparative survey of user fees. Paradise identified nine jurisdictions to be included in the comparative survey: Auburn, Butte County, Chico, Clearlake, Grass Valley, Gridley, Lincoln, Marysville, and Oroville. The project team then reviewed public documents (i.e., agenda items, staff reports, budgets, fee schedules, and ordinances), and or contacted jurisdictions to get comparative information.

While this full report provides the Town with a reasonable estimate and understanding of the true costs of providing services, many jurisdictions also wish to benchmark themselves against other comparable jurisdictions to understand the local "rates" for comparable services. This type of comparative analysis allows for Paradise to assess what types of changes in fee levels their community can bear. However, benchmarking does not provide adequate information regarding the relationship of other jurisdiction's costs to their fees (i.e., policy decisions to subsidize, cost recovery goals, etc.). In an effort to contextualize this portion of the analysis, the project team provided economic and recency factors for the comparable jurisdictions.

The following sections detail various factors to consider when reviewing comparative survey results, as well as graphical comparisons of current fees and total calculated costs for various permits issued or services provided by the Town.

Economic Factors

To provide additional context to the comparative survey information, the project team collected economic factors for the jurisdictions included. Three important economic factors to consider when comparing fees across multiple jurisdictions are: population, budget, and workforce size. These factors can impact how and when fees are administered, as a jurisdiction with a smaller population may choose to not charge a fee, or a smaller workforce size may inhibit their ability to administer a fee.

The following tables rank each jurisdiction from smallest to largest for each of these economic factors:

Table 27: Ranking of Jurisdictions by Population

Jurisdiction	Population[21]
Gridley	6,935
Paradise	10,691
Marysville	12,752
Auburn	13,218
Grass Valley	13,400
Clearlake	16,553
Oroville	18,129
Lincoln	53,231
Chico	109,589
Butte County	205,928

Table 28: Ranking of Jurisdictions by Total Budget[22]

Jurisdiction	FY24-25 Budget
Gridley	$24,310,423
Marysville	$27,835,409
Auburn	$35,419,084
Grass Valley	$61,134,342
Clearlake	$65,656,432
Oroville	$85,300,342
Paradise	**$122,935,617**
Lincoln	$125,619,639
Chico	$281,966,395
Butte County	$1,036,653,460

Table 29: Ranking of Jurisdictions by FTE

Jurisdiction	FY24-25 FTE
Gridley	48
Clearlake	84
Auburn	89
Paradise	**98**
Grass Valley	114
Oroville	146
Lincoln	271
Chico	483
Butte County	2,411

When compared to surveyed jurisdictions, Paradise ranks lower in terms of population and staffing, and is the fourth highest in relation to budget.

Recency Factor

While the above comparative information can provide some perspective when paralleling Paradise's fees with surveyed jurisdictions, other key factors to consider are when a

[21] 1/1/24 data from the California Department of Finance was used to determine each jurisdictions population.
[22] To ensure appropriate comparisons, full operating budget (all funds) has been used for all jurisdictions.

jurisdiction's fee schedule was last updated and when the last comprehensive analysis was undertaken. It is important to note that even though jurisdictions may have conducted recent fee studies their fees are not always adopted at full cost recovery. The comparative results only show the adopted fee for the surveyed jurisdiction, not necessarily the full cost associated with the comparable service.

The following tables detail when each surveyed jurisdiction last updated their fee schedule and last conducted a fee analysis.

Table 30: Last Fee Schedule Updated

Jurisdiction	Response
Clearlake	2023
Auburn	2024
Butte County	2024
Chico	2024
Grass Valley	2024
Gridley	2024
Lincoln	2024
Marysville	2024
Oroville	2024

Table 31: Last Fee Study Conducted

Jurisdiction	Response
Grass Valley	2005
Chico	2015
Auburn	2024
Butte County	Currently undergoing fee study
Gridley	N/A
Marysville	N/A
Clearlake	N/A
Oroville	N/A
Lincoln	N/A

All surveyed jurisdictions have updated their fee schedule in the last couple of years. However, other than Auburn and Butte County, who is currently undergoing a fee study, all other jurisdictions have not conducted a comprehensive fee study within the past five years.

Additional Factors

Along with keeping the statistics outlined in the previous sections in mind, the following issues should also be noted regarding the use of market surveys in the setting of fees for service:

- **Cost Recovery Factors:** Each jurisdiction and its fees are different, and many are not based on the actual cost of providing services as various policy decision may subsidize services.

- **Fee Variance Factors:** The same "fee" with the same name may include different steps or sub-activities. In addition, jurisdictions provide varying levels of service and have varying levels of costs associated with providing services such as staffing levels, salary levels, indirect overhead costs, etc.

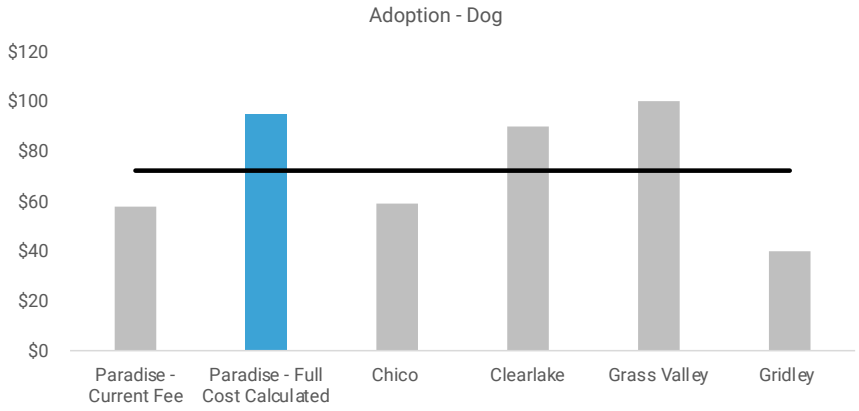
In addition to the issues noted, market surveys can also run the risk of creating a confusing excess of data that will obscure rather than clarify policy issues. Because each jurisdiction is different, the Matrix Consulting Group recommends that the information contained in the market comparison of fees be used as a secondary decision-making tool, rather than a tool for establishing an acceptable price point for services.

Comparative Survey Results

As part of this study, the project team conducted a survey of how the Town's current user fees and calculated full cost compare to other identified jurisdictions. The following subsections provide a comparative look at several fee-related services provided by the Town versus the surveyed jurisdictions.

1 Adoption - Dog

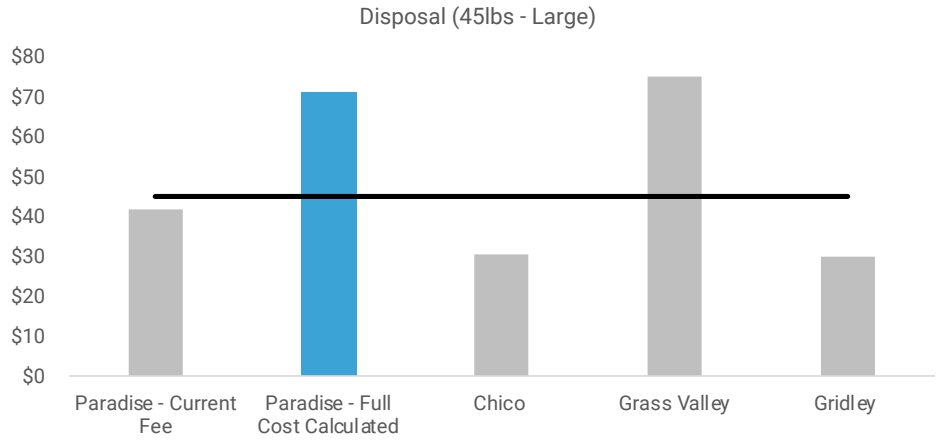
Paradise currently charges a $58 fee for a dog adoption. Through this study, the project team calculated the full cost to be $95. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is lower than the jurisdictional average of $72 and is most comparable to Chico's fee at $59. The full cost calculated is the second highest and is most comparable to Clearlake ($90) and Grass Valley ($100).

2 Disposal (45 lbs. - large)

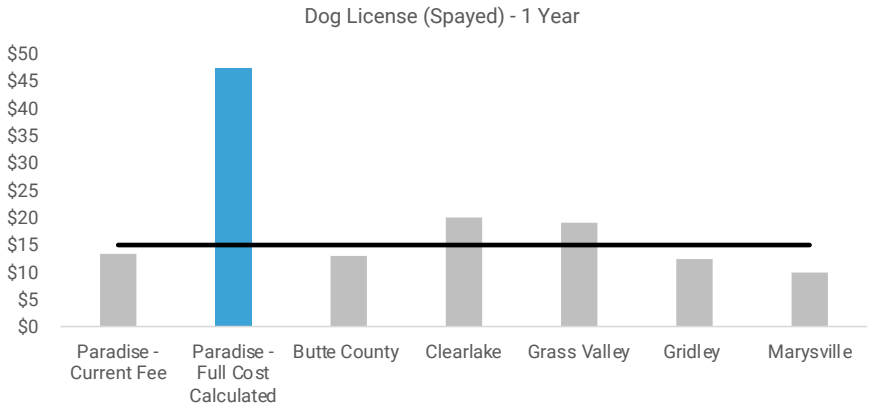
Paradise currently charges a $42 fee for a 45-pound disposal. Through this study, the full cost was calculated to be $71. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee roughly aligns with the jurisdictional average of $45. The full cost fee is the second highest behind Grass Valley which charges $75 for this service.

3 Dog License (Spayed) - 1 Year

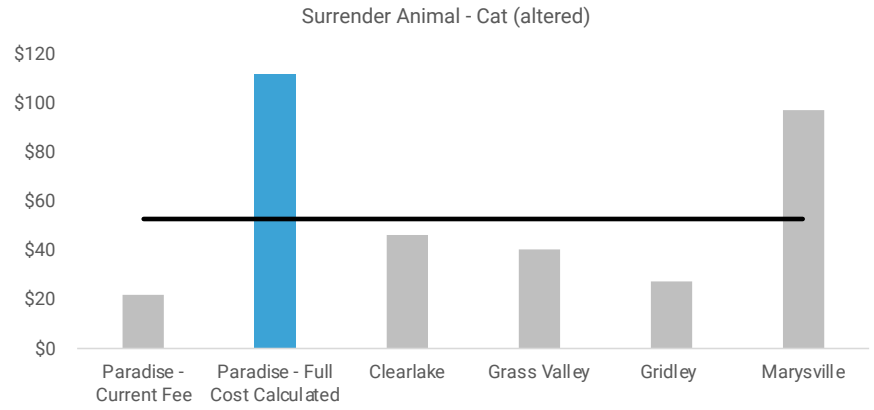
Paradise currently charges a $13 fee for a one-year dog license for a spayed dog. Through this study, the full cost was calculated to be $47. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's full cost fee is the highest and is significantly above the jurisdictional average of $15. Paradise's current fee roughly aligned with the average and is the same cost charged by to Butte County ($13) and Gridley ($13).

4 Surrender Animal - Cat (altered)

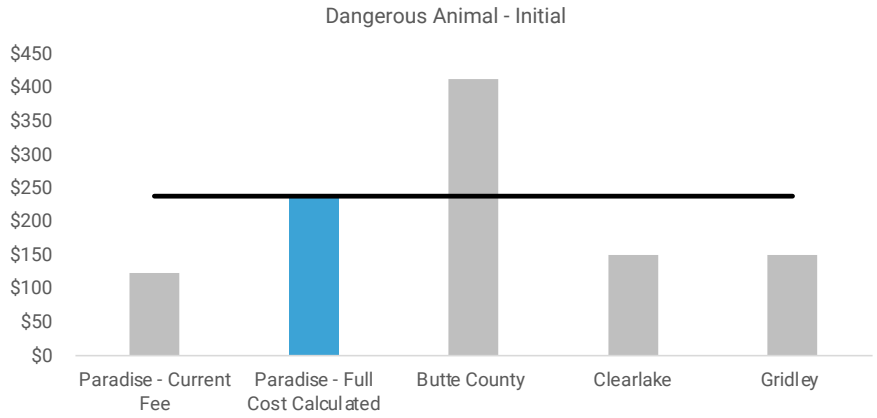
Paradise currently charges a $22 fee for the surrender of a cat that is altered. Through this study, the full cost was calculated to be $112. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the lowest and is most comparable to Gridley's fee of $27. The full cost calculated is the highest and is significantly above the jurisdictional average of $53.

5 Dangerous Animal - Initial

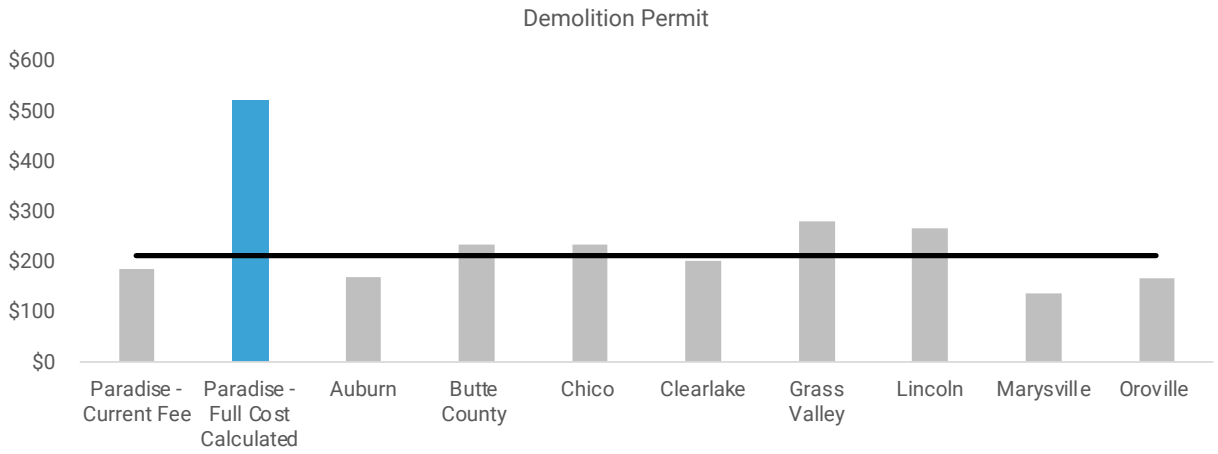
Paradise currently charges a $122 initial fee for a Dangerous Animal. Through this study, the full cost was calculated to be $236. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is below the jurisdictional average of $237 and is most comparable to Gridley ($150) and Clearlake ($150). Paradise's full cost calculated is the second highest, below Butte County ($412).

6 Demolition Permit Fee

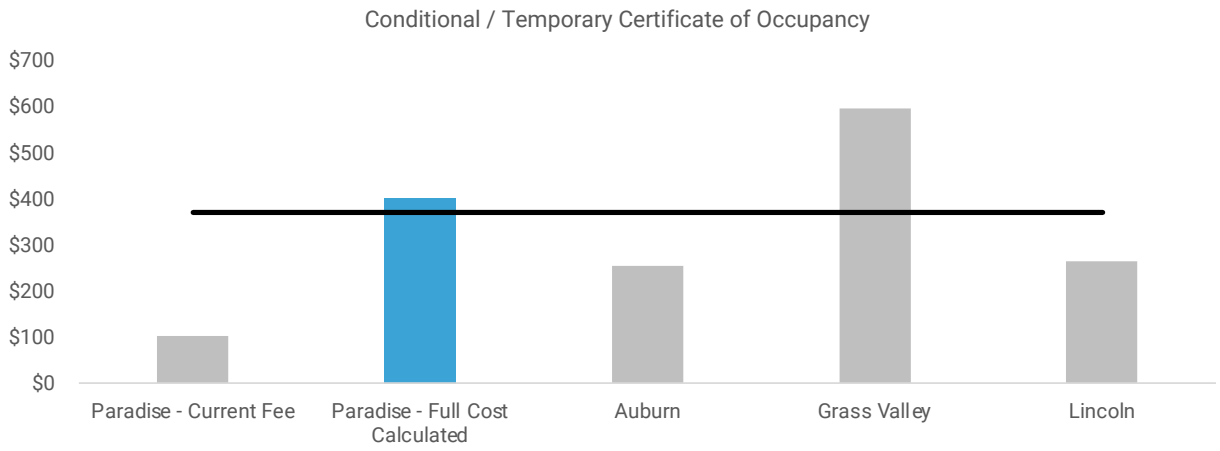
Paradise currently charges a $185 fee for a Demolition Permit. Through this study, the full cost was calculated to be $520. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is below the jurisdictional average of $210 and is most comparable to Auburn ($169) and Clearlake ($200). Paradise's full cost calculated is the highest and is well above the jurisdictional average.

7 Conditional/Temporary Certificate of Occupancy

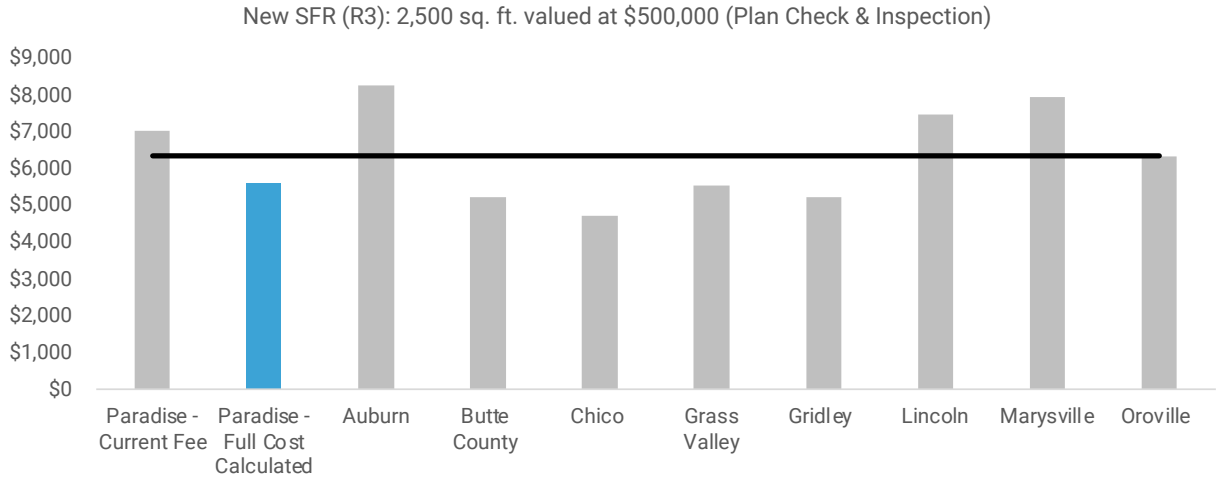
Paradise currently charges $102 for Temporary Certificate of Occupancy. Through this study, the project team calculated the full cost to be $403. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the lowest and is below the jurisdictional average of $372. Paradise's full cost calculated is just above the jurisdictional average and is the second highest fee.

8 New SFR - 2,500 sq. ft. / $500,000 - R3 (Plan Check & Inspection)

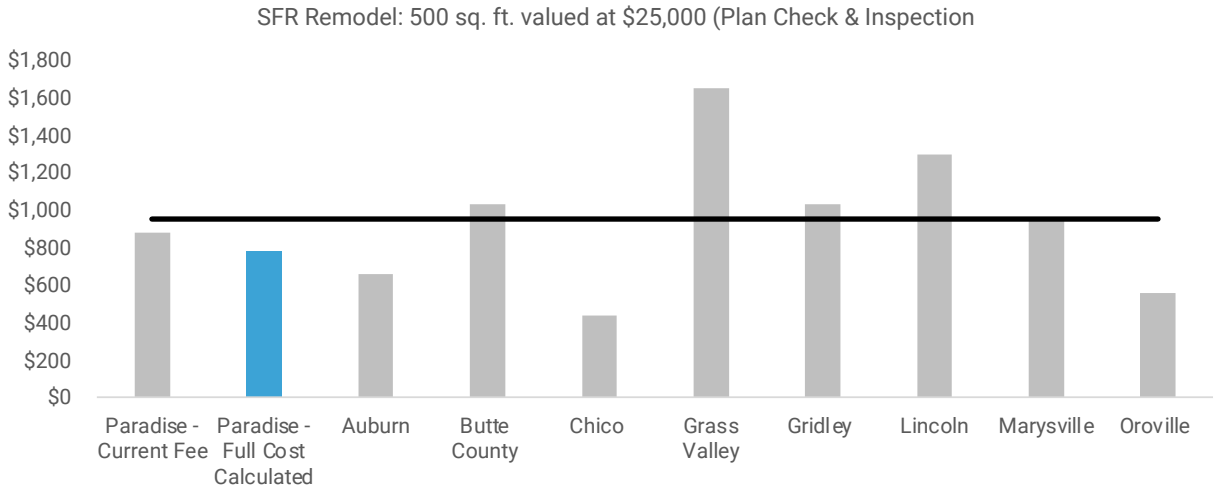
Paradise currently charges $7,017 for plan check and inspection for a New SFR. Through this study, the project team calculated the full cost to be $5,571. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is above the jurisdictional average of $6,325. Its full cost is in alignment with other jurisdictions such as Butte County, Grass Valley, and Gridley.

9 SFR Remodel 500 sq. ft. / $25,000 (Plan Check & Inspection)

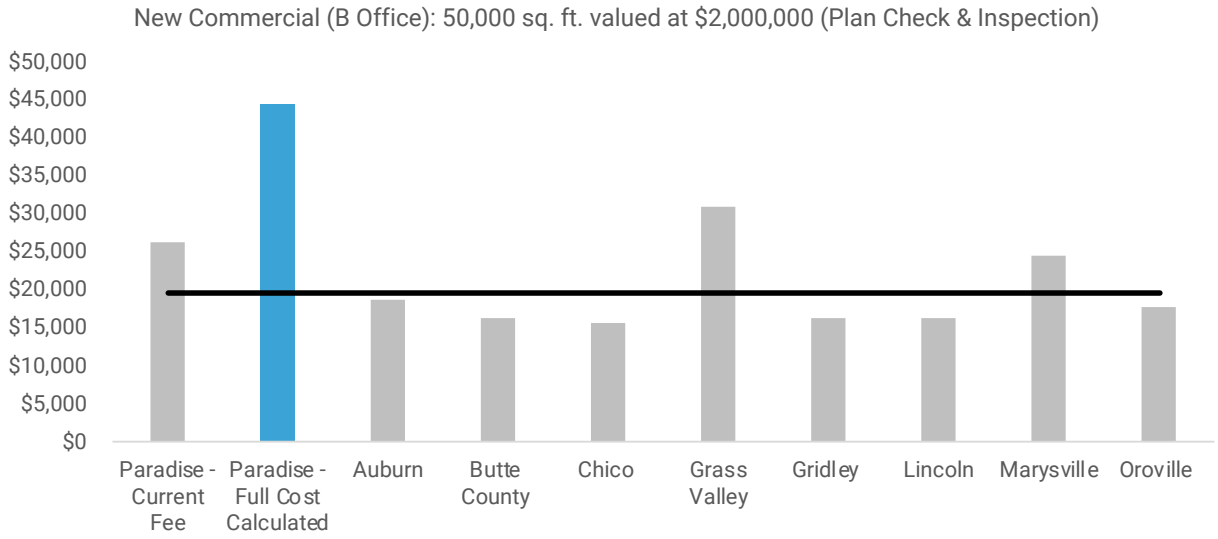
Paradise currently charges $887 for the plan check and inspection of a SFR Remodel. Through this study, the project team calculated the full cost to be $779. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee and full cost calculated are both below the jurisdictional average of $952. At $1,648, Grass Valley charges the most for this type of service.

10 New Commercial Bldg - 50,000 sq. ft. / $250,000 – B (Plan Check & Inspection

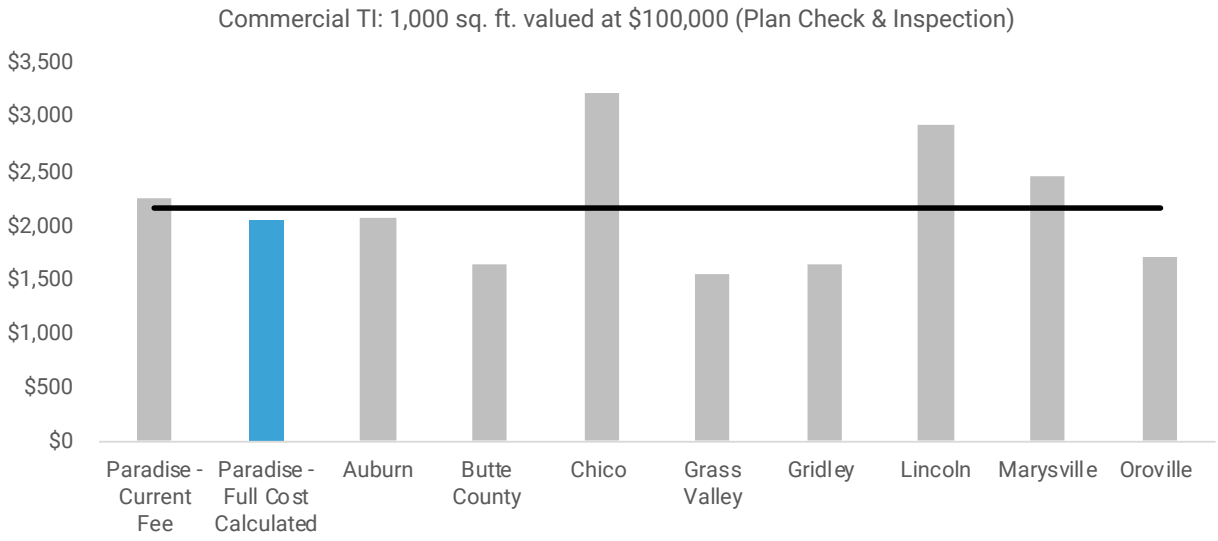
Paradise currently charges $26,231 for the plan check and inspection of a New Commercial Building. Through this study, the project team calculated the full cost to be $44,304. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is above the jurisdictional average of $19,476 and most comparable to Maryville at $24,475. The full cost calculated is also above the jurisdictional average and is the highest among the surveyed jurisdictions.

11 Commercial TI - 1,000 sq. ft. / $100,000 (Plan Check & Inspection)

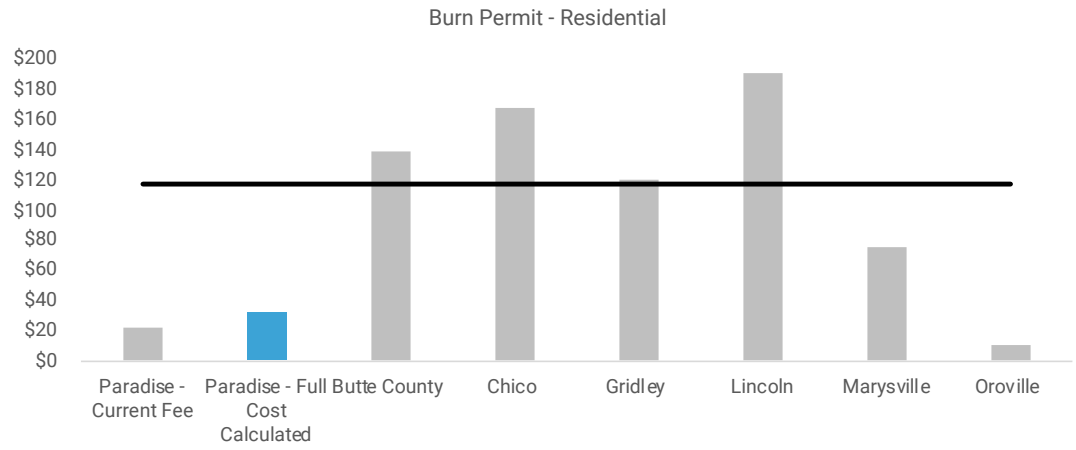
Paradise currently charges $2,233 for the plan check and inspection of a Commercial TI. Through this study, the project team calculated the full cost to be $2,035. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee and full cost calculated are roughly aligned with the jurisdictional average of $2,144. At $2,063, Auburn is most comparable to both the current and full cost calculated.

12 Burn Permit - Residential

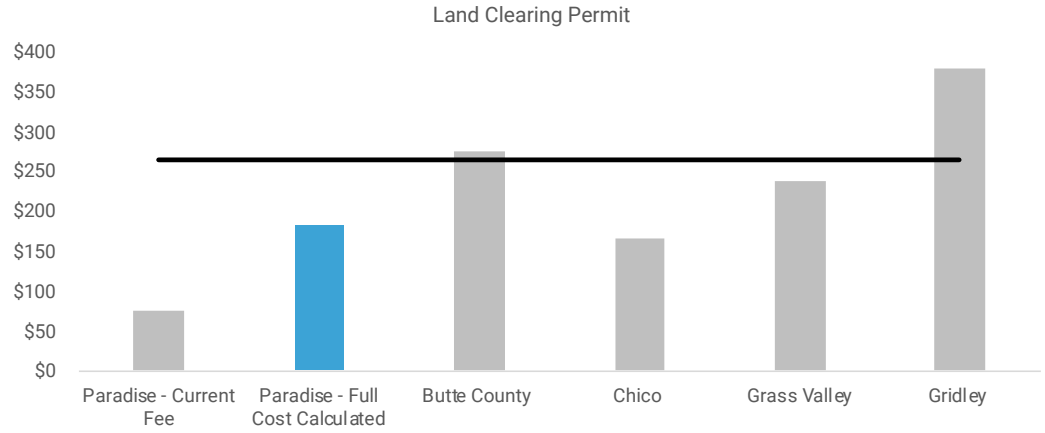
Paradise currently charges $22 for a Residential Burn Permit. Through this study, the project team calculated the full cost to be $32. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee and full cost calculated are both significantly lower than the jurisdiction average of $117. At $190, Lincoln charged the most for this permit.

13 Land Clearing Permit

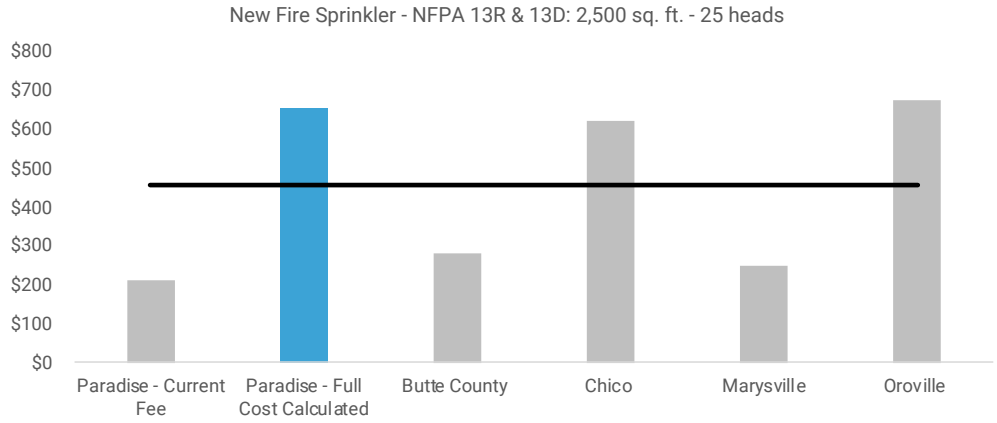
Paradise currently charges $76 for a Land Clearing Permit. Through this study, the project team calculated the full cost to be $182. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee and full cost calculated are both below the jurisdictional average of $265. At $380, Gridley charges the most for this service, followed by Butte County which charged $276.

14 Fire Sprinkler - NFPA 13R & 13D (new): 2,500 sq. ft. - 25 heads

Paradise currently charges $212 for a New Fire Sprinkler. Through this study, the project team calculated the full cost to be $652. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.

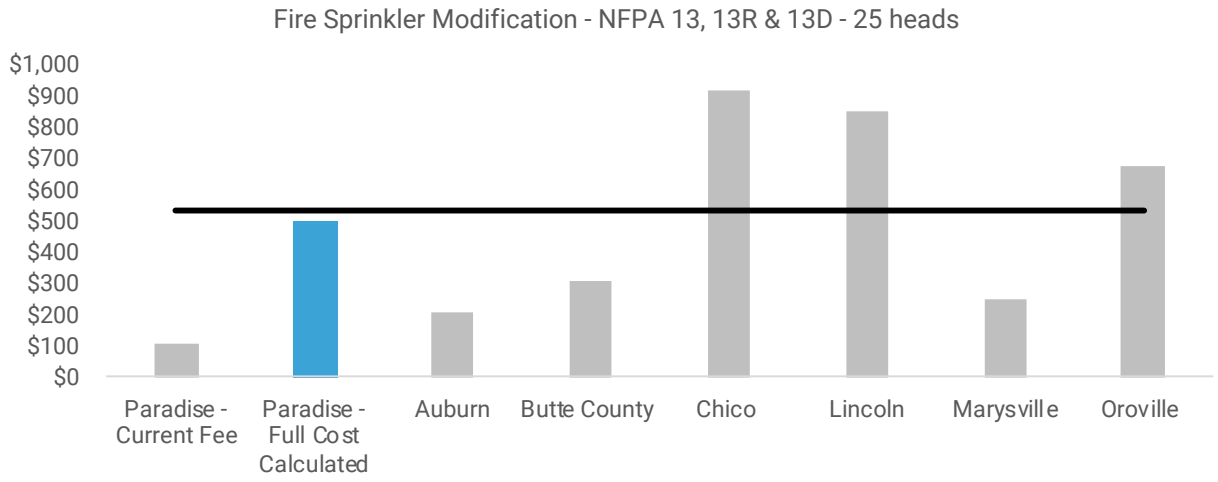


Paradise's current fee is the lowest and is below the jurisdictional average of $457. Paradise's full cost calculated is the second highest behind Oroville ($676). Grass Valley charged this fee as a deposit of $252.

15 Fire Sprinkler - NFPA 13, 13R & 13D (modification): 25 heads

Paradise currently charges $106 for a Fire Sprinkler Modification. Through this study, the project team calculated the full cost to be $502. The following graph compares Paradise's

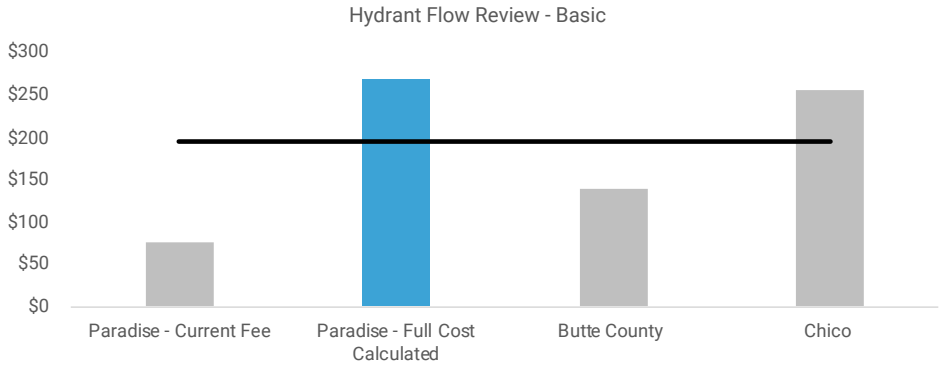
current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the lowest and is well below the jurisdictional average of $536. The full cost calculated is also below the average and is most comparable to Oroville ($676). Grass Valley charges this fee as a deposit of $632.

16 Hydrant Flow Review - Basic

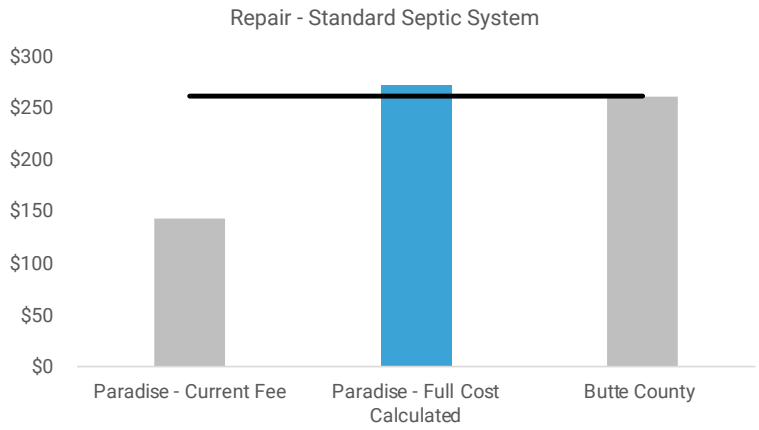
Paradise currently charges $77 for a Hydrant Flow review. Through this study, the project team calculated the full cost to be $268. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is below the jurisdictional average of $194. The calculated full cost is the highest and is roughly aligned with Chico's fee of $255. Grass Valley charges this fee as a deposit of $189.

17 Repair - Standard Septic System

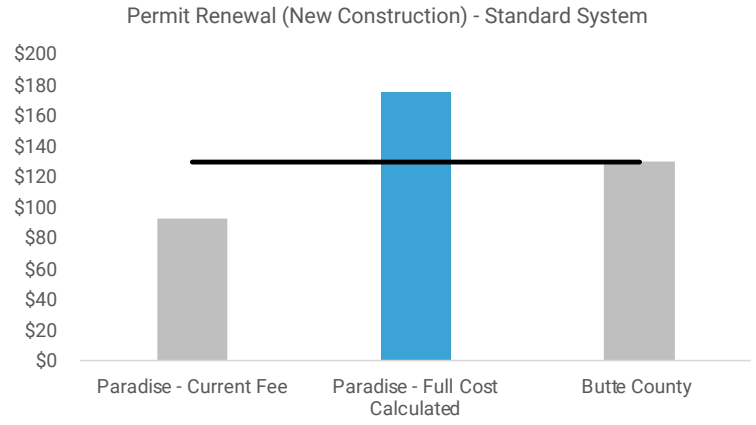
Paradise currently charges $143 for a Standard Septic System. Through this study, the project team calculated the full cost to be $272. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Except for Butte County, all other surveyed jurisdictions do not charge this fee. The full cost calculated is roughly aligned with the fee charged by Butte County ($261).

18 Permit Renewal (New Construction) - Standard System

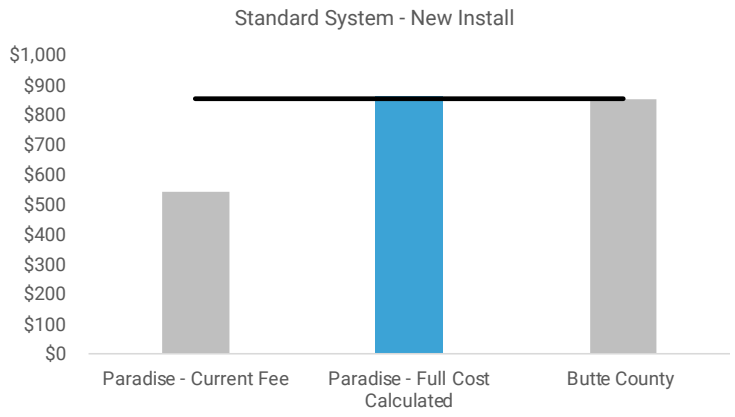
Paradise currently charges $93 for a New Construction Permit Renewal. Through this study, the project team calculated the full cost to be $176. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Except for Butte County, all other surveyed jurisdictions do not charge this fee. The full cost calculated is higher than the fee charged by Butte County ($130), while the current fee is lower.

19 Standard System - New Install

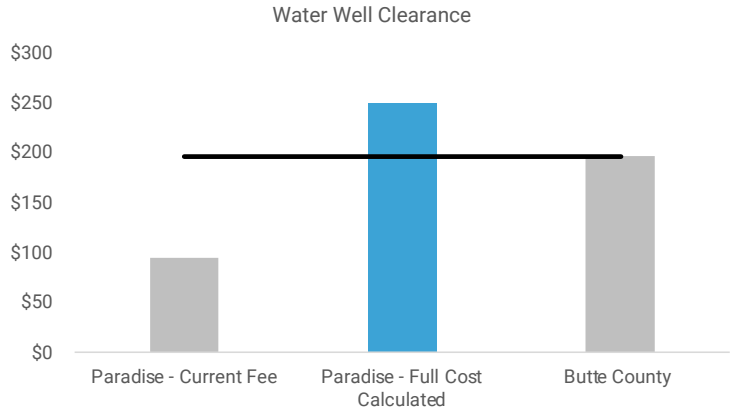
Paradise currently charges $544 for a Standard System. Through this study, the project team calculated the full cost to be $865. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Except for Butte County, all other surveyed jurisdictions do not charge this fee. The full cost calculated roughly aligned with the fee charged by Butte County ($865).

20 Water Well Clearance

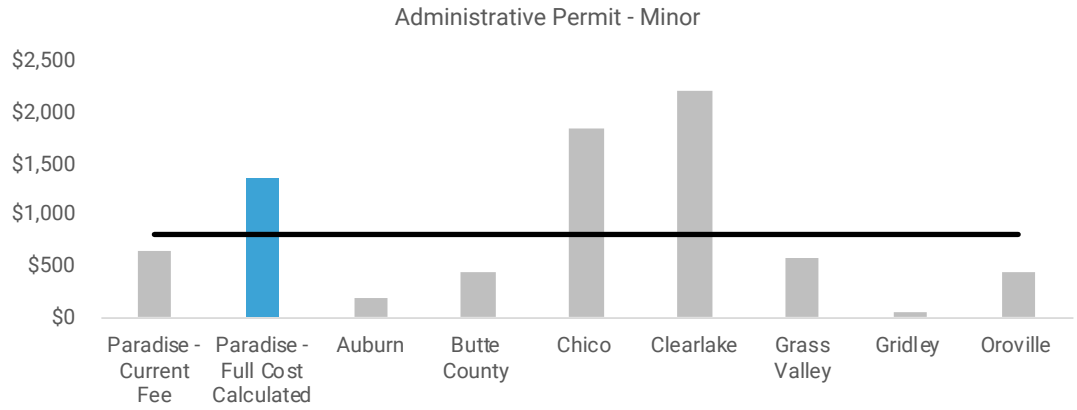
Paradise currently charges $94 for Water Well Clearance. Through this study, the project team calculated the full cost to be $248. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Except for Butte County, all other surveyed jurisdictions do not charge this fee. The full cost calculated is higher than the fee charged by Butte County ($196), while the current fee is lower.

21 Administrative Permit – Minor

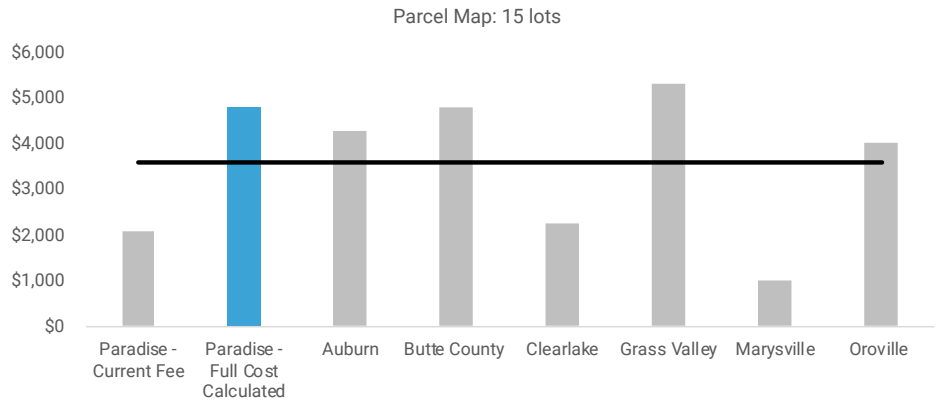
Paradise currently charges $652 for an Administrative Permit for a Minor. Through this study, the project team calculated the full cost to be $1,349. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is most comparable to Grass Valley ($562) and Oroville ($435). Paradise's full cost calculated is above the jurisdictional average of $812 and is most comparable to the fee charged by Chico ($1,829).

22 Parcel Map (15 lots)

Paradise currently charges $2,074 for a Parcel Map (15 lots). Through this study, the project team calculated the full cost to be $4,782. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.

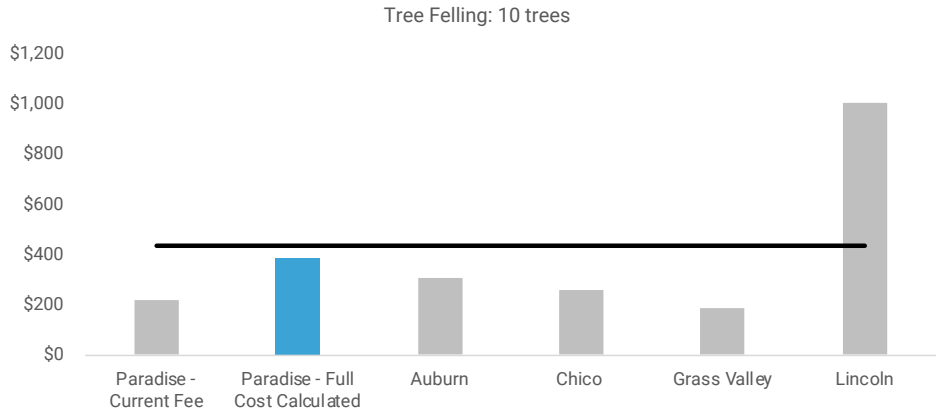


Paradise's current fee is the second lowest, behind Marysville which charges $1,000. The full cost calculated is in above the jurisdictional average of $3,596 and is most

comparable to Butte County at $4,792. Chico and Gridley both charge this fee as a deposit of $13,679 and $1,250, respectively.

23 Tree Felling - 10 trees

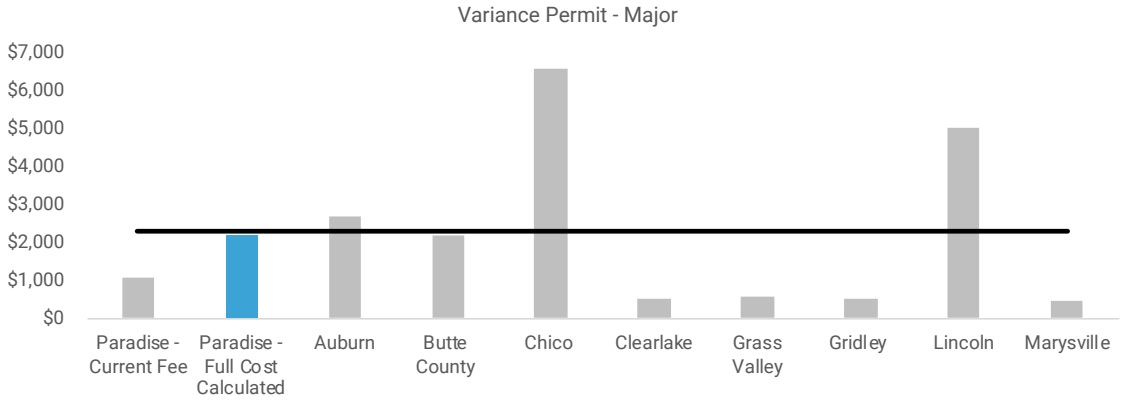
Paradise currently charges $219 for a Tree Felling. Through this study, the project team calculated the full cost to be $385. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the below the jurisdictional average of $435 and is most comparable with Chico ($257). The full cost calculated is roughly in line with the jurisdictional average and is most comparable to Auburn ($300).

24 Variance Permit - Major

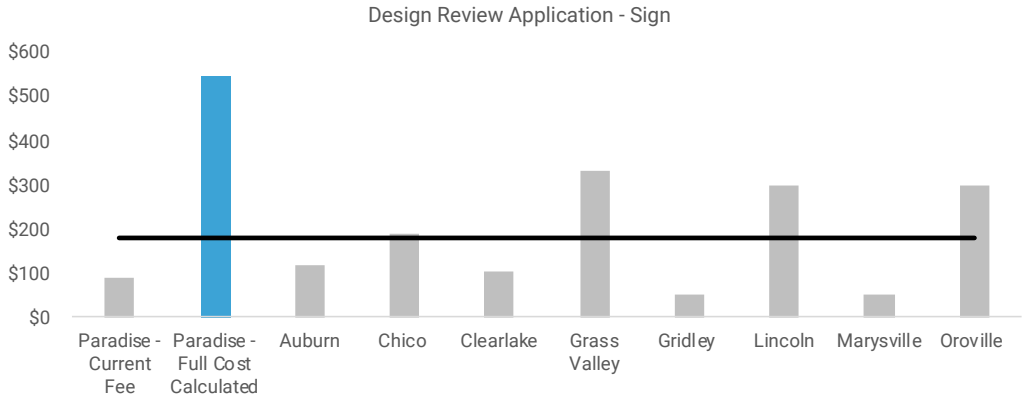
Paradise currently charges $1,037 for a Variance Permit. Through this study, the project team calculated the full cost to be $2,168. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is most comparable with Butte County's fee of $2,153. Paradise's full cost calculated fee is roughly in alignment with the jurisdictional average of $2,298. Oroville charges this fee as a deposit of $3,500.

25 Design Review Application - Sign

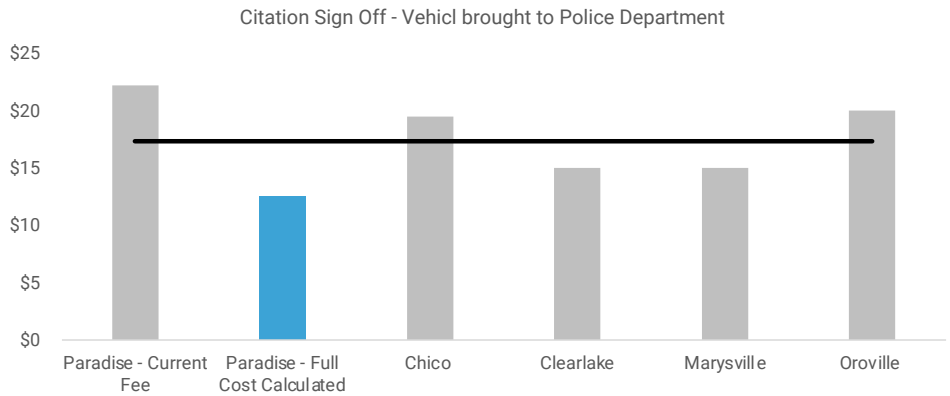
Paradise currently charges $88 for a Design Review Application. Through this study, the project team calculated the full cost to be $543. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



When compared to surveyed jurisdictions, Paradise's full cost calculated is the highest for this service and is significantly above the jurisdictional average of $180. Paradise's current fee is below the average and is most comparable with Clearlake's fee of $102.

26 Citation Sign Off - Vehicle brought to Police Department

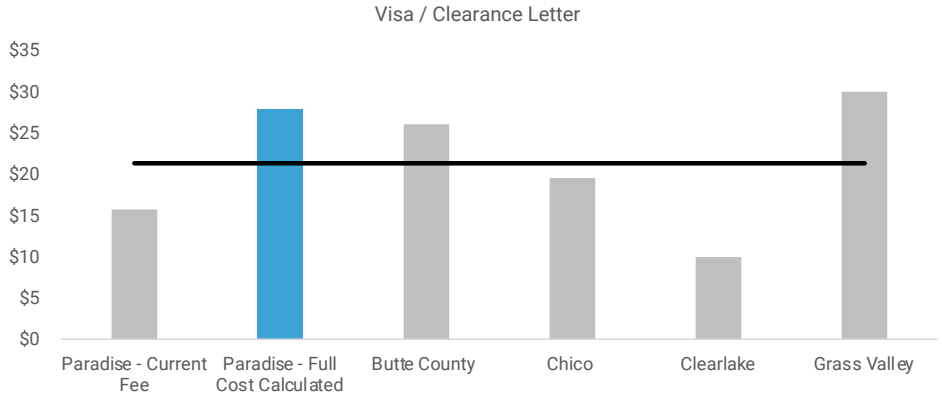
Paradise currently charges a $22 fee for a Citation Sign Off. Through this study, the project team calculated the full cost to be $13. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the highest and above the jurisdictional average of $17. The full cost calculated is the lowest and is most comparable with Clearlake ($15) and Marysville ($15).

27 Visa/Clearance Letter

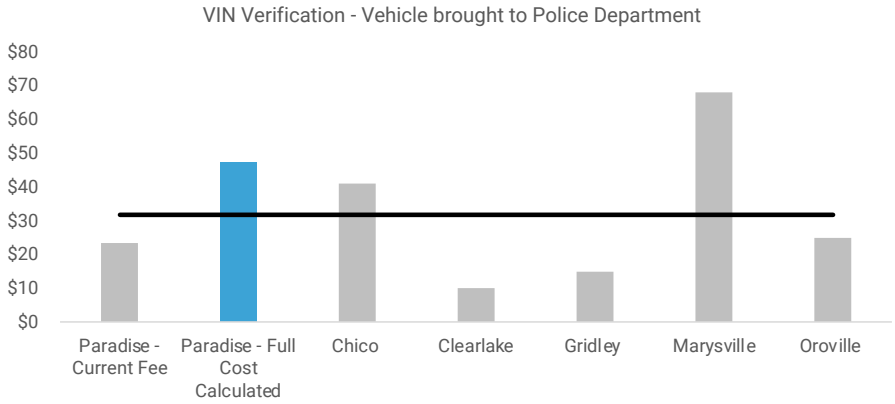
Paradise currently charges $16 fee for a Visa/Clearance Letter. Through this study, the project team calculated the full cost to be $28. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is below the jurisdictional average of $21 and is most comparable to Chico ($20). Paradise's full cost calculated is above the average and the second highest, behind Grass Valley ($30).

28 VIN Verification - Vehicle brought to Police Department

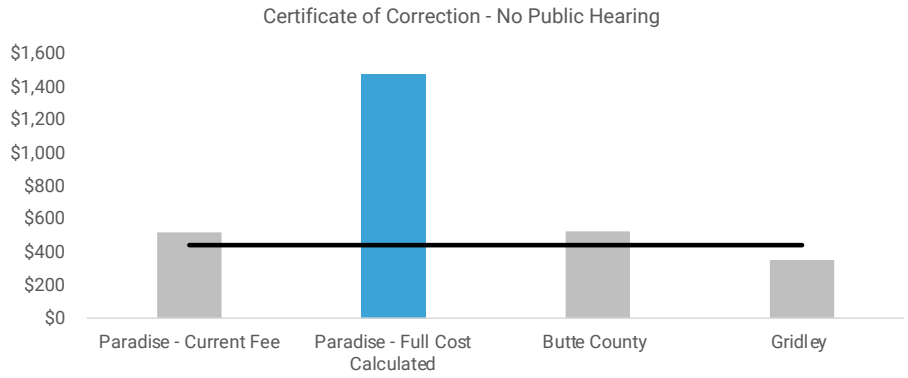
Paradise currently charges $23 for a VIN Verification. Through this study, the project team calculated the full cost a to be $47. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is most comparable with Oroville ($25). Paradise's full cost calculated is above the jurisdictional average of $32 and most comparable to Chico ($41).

29 Certificate of Correction - No Public Hearing

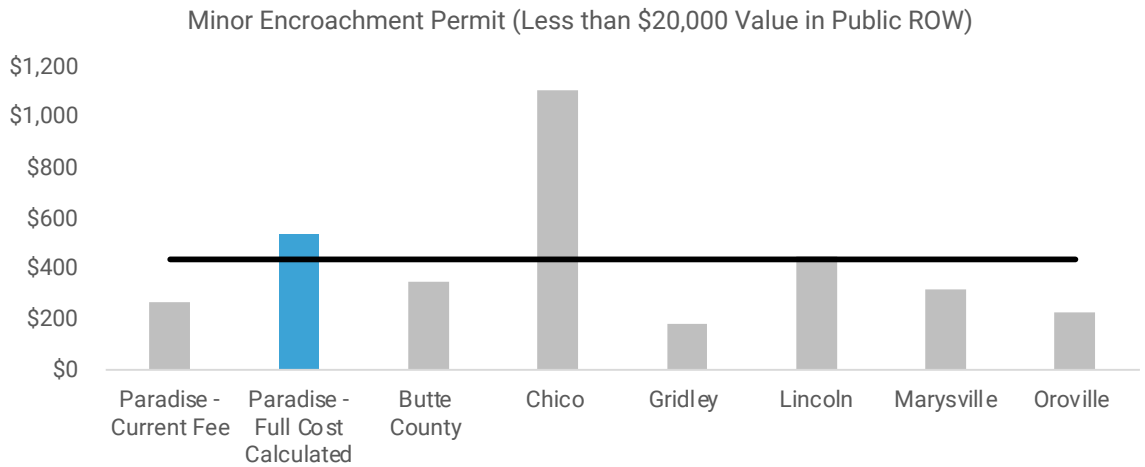
Paradise currently charges $518 for a Certificate of Correction. Through this study, the project team calculated the full cost to be $1,470. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's full cost calculated is the highest and is well above the jurisdictional average of $438. Paradise's current fee is most comparable to the fee charged by Butte County ($525). Lincoln charges this fee as a deposit of $438.

30 Minor Encroachment Permit (Less than $20,000 Value in Public ROW)

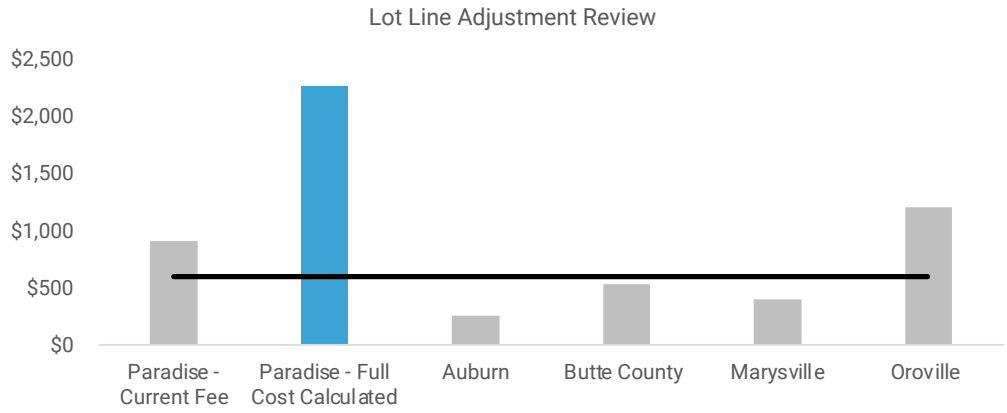
Paradise currently charges $266 for a Minor Encroachment Permit. Through this study, the project team calculated the full cost to be $531. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is below the jurisdictional average of $437. Paradise's full cost calculated above the average and is most comparable to Lincoln ($447). At $1,105, Chico charges the most for this service.

31 Lot Line Adjustment Review

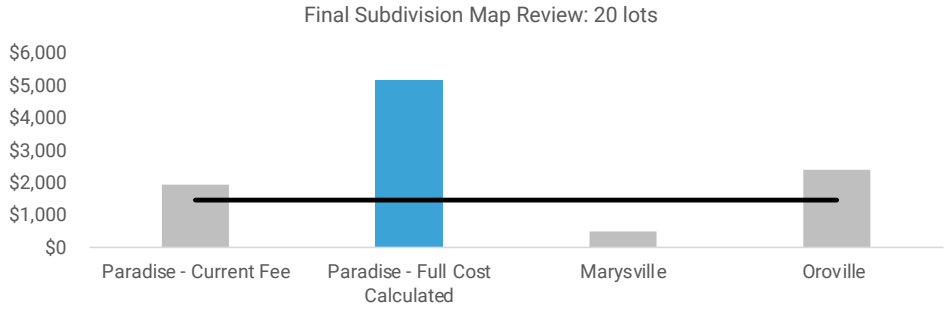
Paradise currently charges a fee of $907 for a Lot Line Adjustment Review. Through this study, the project team calculated the full cost to be $2,257. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee and full cost calculated are well above the jurisdictional average of $596 and are most comparable with Oroville ($1,200). Lincoln charges this fee as a deposit of $3,000.

32 Final Subdivision Map Review - 20 lots

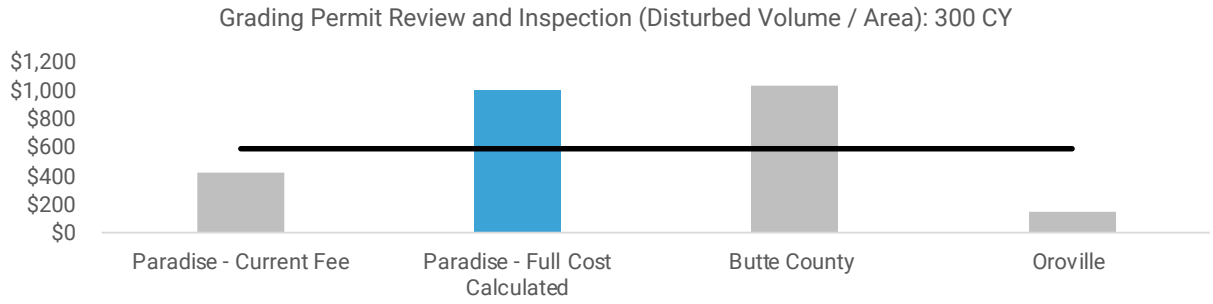
Paradise currently charges a fee of $1,944 for Final Subdivision Map Review. Through this study, the project team calculated the full cost to be $5,150. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the second lowest and is most comparable with Oroville ($2,400). Paradise's full cost calculated is the highest and is significantly higher than the jurisdictional average of $1,450. Lincoln ($15,000), Grass Valley ($9,330), Butte County ($4,368), and Gridley ($2,500) charge this fee as a deposit.

33 Grading Permit Review and Inspection (Disturbed Volume / Area): 300 CY

Paradise currently charges $425 for a Grading Permit Review and Inspection. Through this study, the project team calculated the full cost to be $1,000. The following graph compares Paradise's current fee and calculated full cost to those of surveyed jurisdictions.



Paradise's current fee is the second lowest, above Oroville ($150) and below the jurisdictional average of $590. Paradise's full cost calculated is above the jurisdictional average and is most comparable with Butte County ($1,029). Lincoln ($14,500) and Grass Valley ($4,015) charge this fee as a deposit.

Summary

Overall, Paradise generally has current fees that are lower than the average cost charged by surveyed jurisdictions, and calculated full costs which are higher. With the exception of the change to the building permitting fees. For those fees, the Town's full cost is more in alignment with other jurisdictions.

Of the surveyed jurisdictions, Paradise's current fees are most comparable with Butte County, Auburn, Clearlake, and Oroville. Paradise's full cost calculated is most comparable to fee charged in Auburn, Chico, Grass Valley, and Marysville.

It is important to note that the results of this survey only show the fees adopted by the council, not the cost recovery policy decisions for departments or a jurisdiction. As such, the results of this survey should be used as a secondary decision-making tool.

Town of Paradise

Council Agenda Summary **Agenda Item: 6(c)**

Date: September 09, 2025

ORIGINATED BY:	Louis Johnson, Supervising Project Manager
REVIEWED BY:	Eric R. Reinbold, Town Manager Scott E. Huber, Town Attorney
SUBJECT:	Contract No. 2025-002 Hazardous Fuels Reduction Services Contract Approval and Authorize Advertisement for Proposals
LONG TERM RECOVERY PLAN:	yes, tier 1, Fuels Management

COUNCIL ACTION REQUESTED:

1. Consider authorizing staff to advertise Contract No. 2025-002 Hazardous Fuels Reduction Services Contract. (ROLL CALL VOTE)

Background:

In the wake of the most destructive wildfires in California's history, the Town of Paradise will establish a Hazardous Fuels Reduction Program to help protect Town's Right of Ways. The target location would be the Wildland-Urban Interface area which encompasses the entire Town. This includes over 11,500 parcels with an estimated pre-fire population of 26,000.

In the aftermath of the Camp Fire, the fire prevention techniques and mitigation measures are dramatically different. The Town will need to use a combination of mechanical measures and chemical techniques for the clearing brush. The vegetative landscape will be grasses, brush, and small trees as opposed to the pre-fire state of large trees. This change throughout the Town makes this project even more important in creating a program to manage hazardous fuels.
In order to efficiently manage hazardous fuels, the implementation of this includes the mechanical and chemical reduction of hazardous fuels.

This project is limited to Town/public right-of-way with an average width of 11.5 feet from existing edge of pavement across the Town. The Town plans to reduce hazardous fuels along both sides of the 98.48-mile public roads. The total area of treatment is estimated to be 274.55 acres (11.5 feet * 98.48 miles * 2). The treatment methods will include 1) chipping and mulching grasses and bushes, and 2) spraying herbicide to prevent the growth of weeds.

Analysis:

Staff have prepared the Request for Proposals (RFP) for the Hazardous Fuels Reduction Services project. The project includes reducing Hazardous Fuels in 98.48 miles of Town right-of-way for approximately 274.55 acres.

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

Advertise for Proposals:	September 10 – October 01, 2025
Award Contract:	October 14, 2025
Work Begin:	Spring 2026

The request for proposals for the project is included as an attachment.

Financial Impact:

This project is 100% funded by Federal Hazard Mitigation Grant Program (FHMGP) for $1,218,750 and Community Development Block Grant – Disaster Recovery (CDBG-DR) for $406,468 totaling $1,625,218. There will be no impact on the general fund.

REQUEST FOR PROPOSAL

HAZARDOUS FUELS REDUCTION SERVICES

FEMA

CIP 7315

Date Released: September 10, 2025

Town of Paradise
Public Works Department
5555 Skyway
Paradise, CA 95969

Proposals are due prior to 4:00 P.M., October 1, 2025

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SECTION 1 - REQUEST FOR PROPOSAL

The Town of Paradise (Town) is requesting proposals to enter into a one (1) year agreement with up to two (2) one (1) year extensions not to exceed three (3) years with a properly licensed contractor to provide vegetation management and hazardous fuels reduction within the Town right-of-way.

The proposals submitted in response to this Request for Proposals (RFP) will be used as a basis for selecting the contractor for this project. The contractor's proposal will be evaluated and ranked according to the criteria provided in the "Evaluation Criteria" section of this RFP.

Examination of Sites of Work, Scope of Work, and Contract:

The contractor shall examine carefully the sites of the work contemplated, the scope of work, and the proposal and contract forms. The submission of a proposal shall be conclusive evidence that the contractor has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the materials to be furnished, and the requirements of the proposal and contract.

Addendums:

Addenda to this RFP, if issued, will be sent to all prospective contractors to whom the Town has specifically mailed a copy of the RFP to and will be posted on the Town's website at: https://www.townofparadise.com/pwe/page/bid-notices-rfps

It shall be the contractor's responsibility for checking the Town's website to obtain any addenda that may be issued.

Proposal Submission:

The contractor's attention is directed to the "Proposal Requirements" section of this RFP.

One (1) electronic copy of the proposal shall be submitted in a sealed package clearly marked "Hazardous Fuels Reduction Services" to the Town of Paradise prior to 4:00 p.m., October 1, 2025 addressed as follows:

Louis Johnson
Supervising Project Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969
ljohnson@townofparadise.com

Late Proposals:

Proposals received after the time and date specified above will not be considered and will be returned to the contractor.

Proposal Withdrawal:

Any proposal received prior to the time and date specified above may be withdrawn or modified by written request of the contractor. To be considered, however, the modified proposal must be received prior to 4:00 P.M., October 1, 2025.

Rejection of Proposal:

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective contractor will be rejected.

Rights Reserved:

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the Town to do so. Furthermore, a contract award shall not be made based solely on price. Town reserves the right to waive non-material provisions on a proposal

The prospective contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Town.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

A sample Professional Services Agreement is included as an Attachment to this Proposal request. Proposals shall confirm that the prospective contractor has reviewed the sample agreement and shall include any concerns or changes the prospective contractor may wish to voice, as well as any requirements the prospective contractor will be unable to satisfy regarding the agreement. In particular, please review the insurance requirements specified in the Professional Services Agreement.

Inquiries:

For inquiries regarding this contract, please contact Louis Johnson at:

5555 Skyway, Paradise, CA 95969

Phone : (530) 872-6291 x174

Email: ljohnson@townofparadise.com.

Compliance with Laws:

All proposals shall comply with current federal, state, and other laws relative thereto. Contractor further agrees that the services proposed comply with all applicable Federal and State Occupational Safety and Health laws, standards for regulations, and that contractor will indemnify and hold the Town harmless for any failure to conform.

SECTION 2 - BACKGROUND

The Town of Paradise is requesting the services of a vegetation and tree management firm that specializes in providing hazardous fuels reduction in public rights-of-way. The average width of right-of-way varies from less than 1.0 feet from back of walk to 11.5 feet from edge of existing pavement within in the Town of Paradise. The Town plans to reduce hazardous fuels along both sides of the 98.48-mile public roads. For this contract the total area of treatment is estimated to be 274.55 acres.

The Hazardous Fuels Reduction Services contract will be for an initial one (1) year period with up to two (2) one-year extensions at the Town's discretion.

Proposals will be evaluated and ranked by staff. Based upon the rankings, Town of Paradise will attempt to enter into a contract with the highest ranked Contractor.

SECTION 3 - SCOPE OF SERVICES

General:

The Contractor is to include in the proposal a list of all activities that will be performed during the monthly, bi-annual, and annual scheduled maintenance.

Typical right-of-way hazardous fuels include, but not limited to:

1. Grasses
2. Brush
3. Small trees

Right-of-way :

In locations where the right-of-way is less than 11.5 from edge of pavement work shall stop at the right-of-way. In locations where the right-of-way is greater than 11.5 from edge of pavement work shall extend to right-of-way.

Scheduled Hazardous Fuels Reduction Schedule and Reporting:

See Appendix A of this RFP for detailed description of hazardous fuels reduction activities expected of Contractor.

Monthly Activity Report:

The Contractor shall provide a computerized monthly activity report to the Town by the fifteenth (15) working day of each month for the previous month. A printed hard copy of the monthly report shall be sent via USPS mail or email to the Town with the monthly invoice. No payment will be made without submittal of the report. The report shall include:

- Date of work
- Road names where work was performed in ascending order
- Begin and end work locations with GPS coordinates in decimal degrees carried to 5 decimal places (e.g. -121.12345, 39.12345)
- Description of work performed
- Weather conditions

Scheduled Operations:

The contractor will provide a schedule of proposed operation. See appendix A for monthly and biannual reporting.

Landscaped Areas:

Locations that the Town and/or citizens have landscaped to the edge of pavement or back of walk will be avoided.

Existing Irrigation:

It is the contractor's responsibility to identify and avoid any existing irrigation in the Town right-of-way or on private property adjacent to work areas. The contractor will be responsible for repairs to irrigation systems damaged by work performed from this contract.

No Spray Zones:

The Town of Paradise offers a proactive approach with property-owner enrollment to skip certain addresses known as “No-Spray”. Contractor shall adhere to this list and help maintain it through the course of the work.

Tribal Monitoring:

When ground disturbing activities are planned, the Contractor shall provide written notice at least three working days in advance to the Town of Paradise with the areas impacted for proper Tribal notifications to occur and potential monitoring activities.

SECTION 4 - CONTRACTOR QUALIFICATIONS & CONDITIONS

Qualifications of Employees:

A Contractor must have on-staff, certified personnel with the following qualifications:

1. A minimum of one (1) employee with Possession of a valid California Registered Professional Forester (RPF) license.
2. At least five (5) years of experience in forest management, fuels reduction planning, or vegetation treatment project implementation, preferably in the Sierra Nevada region.
3. Demonstrated knowledge of:
    a. California forest and fire ecology
    b. Wildland-urban interface (WUI) conditions
    c. State and federal environmental regulations (e.g., CEQA, NEPA, Forest Practice Rules)
    d. Best Management Practices (BMPs) for fuels management and erosion control Experience preparing or overseeing the development of:
        i. CAL FIRE Exemptions and Emergency Notices
        ii. Vegetation Management Plans or equivalent wildfire mitigation plans
    e. Strong familiarity with public agency contracting and working with local governments, fire safe councils, landowners, and regulatory agencies.

The submitted proposal shall identify by name the certified personnel who will be available and would be assigned to provide hazardous fuels reduction services to the Town.

Safety:

The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury in accordance with CAL OSHA regulations and shall take precautions required by all other applicable governmental regulations.

In the event unsafe work is observed by Town staff or otherwise reported, the Public Works Director or her designee may at his discretion order contractor to stop performing work and pay all costs and or damages resulting from the delay.

Prevailing Wages:

Contractor shall abide by the requirements set forth under Section 1773 of the Labor Code of the State of California for prevailing wages or 1273-FHWA whichever is greater.

Underground Service Alert:

Underground Service Alert (1-800-227-2600) shall be notified by the Contractor 48-hours in advance prior to any excavation work. There are no activities anticipated for this project that require Underground Service Alert notification.

Traffic Control:

Traffic control shall be set up at all work sites per Caltrans Standard Specifications and Standard Plans by the contractor as outlined in the Work Area Traffic Control Handbook.

Response to Calls and Emergency Situations:

A 24-hour emergency phone number and name of two (2) contact individuals shall be provided by the Contractor to the Town. In the event of an emergency, these individuals shall be able to be contacted seven

days per week, 24-hours per day. The Contractor shall respond immediately within two and one half (2.5) hours to any inquiries, telephone calls, and emergency situations emanating from Town staff.

Should the Contractor fail to respond to emergency situations within two and one half (2.5) hours, the Town will, at its sole discretion, correct or have corrected the emergency. Any additional costs incurred by the Town due to the Contractor's failure to respond will be subtracted from the Contractor's monthly compensation.

HUD SECTION 3:

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Contract Term & Invoice Requirements:

It is the intent of the Town to contract for Hazardous Fuels Reduction services presented herein for a term of one (1) year with up to two(2) one (1) year extensions not to exceed a total of three (3) years, subject to the satisfactory negotiation of terms including a price acceptable to the Town and the successful bidder and the annual availability of funding.

Payment:

The Contractor shall submit monthly invoices for the hazardous fuels reduction work that will be issued against the yearly contract. The Contractor shall also submit invoices for any additional work done during that month, preferably a separate invoice from the monthly maintenance invoice. Invoices shall be mailed, in triplicate, to the Town of Paradise – Attention: Public Works Department.

Any work performed in addition to the scheduled hazardous fuels reduction is to be approved by the Town prior to commencement of work. Payment for approved additional work will be made in accordance with approved time and materials rates.

Payment is due by the Town 30 days from the acceptance of an invoice.

Contractor Negligence:

Any damage to the Town's property resulting from Contractor's negligence shall be corrected at no additional cost to the Town.

Non-Discrimination/Harassment/Retaliation:

The Contractor shall be responsible to see that there is no harassment, discrimination, or retaliation against any employee who is employed in the work covered by the Contract or any applicant for employment because of sex, race, religion, color, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability and that this Contract provision shall include but not be limited to, the following: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

It is the policy of the Town of Paradise that, in accordance with the provisions of State and Federal Law concerning the use of State or Federal Funds, no otherwise qualified individual shall, solely by reason of his

or her race, color, religion, sex, national origin, age, marital status, ancestry, gender, sexual orientation (including heterosexuality, homosexuality, and bisexuality), citizenship status, uniformed service member status, pregnancy, medical condition (cancer related or HIV/AIDS related), genetic characteristics, and physical or mental disability be denied the benefits of or be subjected to discrimination, harassment, or retaliation under any program, activity or hiring practice.

Termination for Cause:

In the event the Contractor fails to perform the scope of work, as determined solely by the Town, the Town may terminate the contract without penalty and be relieved of any further consideration to the Contractor. Notice of such termination shall be in writing and shall take effect ten (10) days after mailing such notice. In the event of termination, the full extent of Town liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the Town prior to termination.

Termination for Convenience:

Town may terminate the contract at any time without cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days prior to the effective date of such termination. If the Town terminates the contract for convenience, contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. Contractor expressly agrees that no further penalties, remedies, or consideration would be forthcoming in the event of termination for convenience.

Pricing:

Only those charges that are identified in the Proposal and agreed upon by the Town will be allowed. Charges shall remain firm the initial twelve (12) month period of the contract. Contractor may request an annual increase in charges for any extensions of the contract, provided that request is justified and proposed increases do not exceed the Consumer Price Index for the San Francisco Area, All Urban Wage Earners, published by the United States Department of Labor, Bureau of Labor Statistics for the prior 12-month period. The comparison month used will be based upon the third month prior to the month that the contract is awarded. For example, if the contract is awarded in November, the month used for the basis of the CPI comparison will be August. Under no circumstances shall adjustments exceed five (5) percent per each one (1) year extension.

If Contractor proposes to increase fees, a written notice shall be provided a minimum of thirty (30) days prior to the termination of the then current contract.

SECTION 5 - PROPOSAL REQUIREMENTS

Proposals shall contain the following information:

Introductory Letter:

The introductory letter shall be addressed to:

Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

Capability and Experience of Contractor:

In addition to acknowledging the entire scope of work, Contractor shall provide the following information:

- Specify the resources the contractor will dedicate to the scope of work identified in this RFP.
- Provide a detailed organizational chart depicting the Contractor's hierarchy, each position and number of positions by job classification, who they report to, different crews, etc.
- Present job qualifications of key contract staff including general manager, superintendent, supervisor, pesticide operators, and lead maintenance workers.
- Detail training and safety precautions taken to perform the scope of work identified in this RFP.

Past Performance:

Contractor shall provide a written description of past performance on contracts of similar size and scope including such factors as reliability, adherence to specifications, compliance with contract terms and conditions, and how requests for extra work were addressed.

Contractor shall also include in their proposal a list of at least four (4) organizations which can be used as references for performance of similar services. Bidders shall endeavor to include references from public sector agencies. References shall include the customer name, contact person, phone number, and dates that similar services were performed. References will be checked to determine the quality of work performed and personnel assigned to the job.

Fee Schedule:

Contractor shall submit a fee schedule shall be presented for the scope of work items as follows:

1. Monthly per intersection costs (includes monthly, bi-annual, and annual inspections, reports and other stated items of work)
2. One-time, contract initiation task list (lump sum)
3. Current billing rates for employees and services proposed to be used for emergency work or non-maintenance repairs

Conflict of Interest Statement:

The Contractor shall disclose any financial, business or other relationship with the Town that may have an impact upon the outcome of the contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract.

The Town will enter into a contract with the firm that will provide the best combination of lowest cost, defined work scope, and availability to complete the required services.

SECTION 6 - EVALUATION CRITERIA

Evaluation Methodology:

A review committee selected by Town staff shall use a point formula to evaluate each proposal. Each member of the review committee will first score each proposal by the criteria described below. The review committee will then meet to compare and discuss the evaluations and combine the individual scores to determine a composite score for each proposal.

The review committee will evaluate and rate the proposals based on the evaluation criteria below:

Evaluation Criteria	**Maximum Score**
Compliance with the Request for Proposals	5 points
Capability and Experience of Contractor	30 points
Past Performance	20 points
Reference Checks	10 points
Cost for services and extra work	35 points
Total:	100 points

Contract Award:

Contract award will be made to the contractor deemed to be the most responsive, responsible, and experienced, who displays the qualifications best corresponding with the Town's interests, and possesses the means to fully and faithfully execute the scope of work specified. The Town shall be the sole judge of whether or not a contractor meets these requirements.

The review committee will make a recommendation of award to the Town Council.

Disqualification:

A contractor may be disqualified for any of the following without further consideration:

- Incomplete proposal
- Lack of experience, responsibility as shown by past work, references, or other factors, and license or certificates
- Default or termination of other contracts
- Omission, inaccuracy, misstatement, or failure to file all required documents
- Other causes as the Town deems appropriate at the Town's sole discretion

APPENDIX A – HAZARDOUS FUELS REDUCTION SCHEDULE

The Town requires that the Contractor evaluate Hazardous Fuels within all of the Town right-of-way.

Preliminary assessments of Town rights of way for hazardous fuels and determine the action plan to clear and mitigate vegetative growth. The assessments will identify locations of treatment and the equipment needed to implement the project.

Hazardous fuels include, but not limited to, grasses, brush and small trees.

Typical treatment includes, but is not limited to, chipping, mulching and spraying herbicides.

The Contractor shall also provide a computerized monthly report to the Town Engineering Division of the Public Works Department by the fifteenth day of each month that summarizes the hazardous fuels work needed for each road. This report shall be broken down by road name and be separate from the Hazardous Fuels Reduction.

Monthly Hazardous Fuels Reduction Report

The contractor shall perform the following inspections:

1. Work performed – The contractor will report location where work has been performed in previous month. The report shall include:
    a. Date of work
    b. Road names where work was performed in ascending order
    c. Begin and end work locations with GPS coordinates in decimal degrees carried to 5 decimal places (e.g. -121.12345, 39.12345)
    d. Description of work performed
        i. Chipping
        ii. Spraying
        iii. Mulching
        iv. Etc.
    e. Weather conditions
2. Miscellaneous
    a. Report all problems encountered and action taken to resolve problem.
3. Preceding Month – The contractor shall report proposed work for the preceding month. The report shall include:
    a. list of proposed roads the work will be performed on
    b. landscaped areas to be avoided
    c. No spray zones to be avoided
    d. Proposed Hazardous Fuel Operations
        i. Chipping
        ii. Spraying
        iii. Mulching
        iv. Etc.

Bi-Annual Hazardous Fuels Reduction Report

In addition to the monthly maintenance report, the Contractor shall submit a report that will include all of the following elements.

1. List of roads or area work is to be performed.

a. Acceptable formats include, excel, GIS shape fille, KMZ or other approved by the Town Engineer.

2. Proposed operations for the preceding (6) six months
    i. Chipping
    ii. Spraying
    iii. Mulching
    iv. Etc.
3. Miscellaneous

APPENDIX B – CONTRACT INITIATION TASK LIST

Upon commencement of the contract, the Contractor shall undertake a Hazardous Fuels Reduction task list. These one-time items of work shall be performed within the first three months of the contract. Payment for this work will be per lump sum price provided in the proposal fee schedule.

Task	Description
01	Perform inventory of all Town Maintained Roads and develop recommended Hazardous Fuels Plan

APPENDIX C – TOWN MAINTENANED ROADS

Road No.	Road Name	From	To	Miles
57424	Academy Drive	Pearson Road	Nunneley Rd. Ext.	0.26
	Acorn Ridge Drive	Chandler Drive	End	0.45
	Alexander Court	Bille Road Extension	End	0.06
56411	Almond Street Fau	Foster Road	Elliott Rd.	0.61
	Alpine Court	De Mille Road	End	0.12
	American Way	State Highway 191	End	0.15
55445-B	Angel Way	Newland Road	290's/o Pearson	0.24
55435-H	Apple Lane	Foster Road	End	0.22
	Apple View Way	Pentz Road	End	0.23
62446-A	Arany Court	Pentz Road	End	0.13
55465-K	Arrowhead Court	End	Pentz Road	0.11
58425-B	Aster Lane	Camellia Drive	End	0.03
62445-B	Bader Mine Road	Skyway	Paradise Town Limit	0.26
	Bartels Place	Redbud	Valley View Drive	0.08
55435-B	Bella Vista Avenue	Paloma Avenue	Del Monte Avenue	0.12
60455-F	Bellview Drive	Wagstaff Road	End	0.20
55443	Bennett Road	Anchor Way	So. Libby Road	0.39
59435-A	Berkshire Avenue	Hillside Dr.	Diamond Avenue	0.32
58345-A	Berkshire Way	End	Bille Road	0.18
	Bille Road Extension	Pentz Road	200' e/o Alexander Ct	0.24
58401	Bille Road FAU	Cliff Drive	Skyway	1.22
58401	Bille Road FAU	Skyway	Pentz Road	1.86
57425-F	Birch Street	Black Olive Drive	Skyway	0.23
55415-C	Black Olive Drive	Skyway	Foster Road	0.25
54625-B,C	Black Olive Drive	Foster Road	Willow Street	0.56
55475-G	Blue Danube Drive	Xeno Place	Country Club Drive	0.09
	Bonnie Lane	Nunneley Road	End	0.14
57415-K	Boquest Boulevard	Boquest Boulevard	Skyway	0.48
60455-C	Brook Way	Twin Oaks	End	0.30
58435-K	Brookwood Circle	End	Clark Road	0.05
56421	Buschmann Road FAU	Foster Road	State Highway 191	1.02
57465-A	Butte View Terrace	Pearson Road	End	0.25
	Cabernet Lane	Clark Road	Gate Lane	0.10
58425-A	Camellia Drive	Oliver Road	Oliver Road	0.36
	Camino	Elliott Road	End	0.10
62446-C	Candlewood Court	End	Gate Lane	0.03
58405-F	Castle Drive	Cliff Drive	Oliver Road	0.58
57455-J	Cathy Lane	Pearson Road	End	0.10
57425-D	Cedar Street	Black Olive Drive	Almond Street	0.07
58425-G	Center Street	Skyway	End	0.13
58435-B	Central Park Drive	Maxwell Drive	Clark Road	0.55

	Chandler Drive	Redbud Drive	Pinewood Drive	0.34
Road No.	Road Name	From	To	Miles
57465-E	Cherry Lane	Pearson Road	End	0.25
	Chris Court	Nedry Drive	End	0.07
55414-H	Circlewood Drive	Filbert Street	Circlewood Drive	0.55
55414-H	Circlewood Drive	Neal Road	Filbert Street	0.42
57451	Clark Road FAU	Pearson Road	Skyway	3.52
55475-H	Clearview Drive	Xeno Place	Stearns Road	0.13
58391	Cliff Drive FAU	Castle Drive	Bille Road	0.28
56425-H	College Hill Road	Pearson Road	Pearson Road	0.25
57475-B	Conifer Drive	Pentz Road	End	0.22
57455-A	Copeland Road	Nunnely Road	Elliott Road	0.25
58435-N	Coral Avenue	Coral Extension	Bille Road	0.10
58435-P	Coral Circle	Coral Avenue	End	0.03
55475-C	Country Club Drive	Pentz Road	Stearns Road	0.83
	Country Oak Drive	Himmel Street	Sawmill Road	0.23
55475-D	Crandall Way	Pentz Road	Pentz Road	0.26
57413	Crestmoor Drive	End	Valley View Drive	0.44
57415-B	Crestview Drive	End	Valley View Drive	0.68
57415-D	Crestwood Drive	Crestview Drive	Crestview Drive	0.27
	Danika Court	Bille Road Extension	End	0.06
	Dawnridge Court	Country Oak Drive	End	0.09
60465-B	Dean Road	Pentz Road	500' n/o Dean Pl.	0.58
58455-F	Debbie Lane	Elliott Road	End	0.12
59415-F	Deer Creek Lane	Lucky John Road	Posey Lane	0.19
58455-E	Del Mar Avenue	Elliott Road	End	0.25
55435-E	Del Monte Avenue	Bella Vista Avenue	Buschmann Rd.	0.04
	Delia Way	North Libby Road	End	0.17
55465D	De Mille Road	De Mille Road	Stearns Road	0.52
55463	De Mille Road	De Mille Road	Pentz Road	0.24
57455-B	Deodara Way	Ingalls Road	End	0.12
59435-B	Diamond Avenue	End	Wagstaff Road	0.39
58425-C	Dogwood Lane	End	Camellia Drive	0.04
60455-A	Dolores Drive	Wagstaff Road	End	0.08
59455-C	Dolores Drive	Wagstaff Road	850' s/o Wagstaff	0.17
55475-A	Drendel Circle	Stearns Road	Stearns Road	0.47
	Easy Street	State Highway 191	End	0.14
55465-A	Edgewood Lane	End of Pavement	Pearson Road	0.76
58425-F	Edwards Lane	248' West of Ripley Ln	Ripley Lane	0.05
	El Toro Court	Zenith Lane	End	0.06
58431	Elliott Road FAU	Skyway	Cameron Court	2.04
58424	Elliott Road	Oakmore Drive	Skyway	0.25
60425-A	Evergreen Lane	Wagstaff Road	End	0.13
	Ewald Court	Clark Road	End	0.09
	Falcon's View Court	Country Club Dr.	End	0.08

58435-D	Fairview Drive	Maxwell Drive	Maxwell Drive	0.26
	Feather Rock Court	Falcon's View Court	End	0.04
Road No.	Road Name	From	To	Miles
57465-G	Fickett Lane	End	Pentz Road	0.45
55415-A	Filbert Street	Roe Road	Sunburst Street	0.56
60420-G	Firland Drive	End	Skyway	0.19
57423	Fir Street	Black Olive Drive	Skyway	0.18
57415-G	Fir Street	End	Boquest Boulevard	0.10
59455-E	Forest Circle	End	Forest Lane	0.08
59455-B	Forest Lane	Bille Road	230' n/o Forest Cir.	0.32
55423	Foster Road	Almond Street	Pearson Road	0.10
55423	Foster Road	Pearson Road	Skyway	0.20
55421	Foster Road FAU	Roe Road	Almond Street	0.74
55435-F	Foster Road	Wayland Road	Roe Road	1.20
58455-B	Fox Road	Hazel Way	Sawmill Road	0.08
	Freestone Court	Sawmill Road	End	0.10
55455-K	Garden View Lane	End	Newland Road	0.03
62446-B	Gate Lane	End	Pentz Road	0.50
60445-H	Ginny Lane	End	Pentz Road	0.15
55445-A	Glen Circle	Pearson Road	Pearson Road	0.14
55445-C	Glen Drive	End	Pearson Road	0.26
55445-D	Glen Park Lane	Glen Drive	Glen Circle	0.09
55445-E	Glen Way	End	Glen Drive	0.04
57455-L	Golden Oaks Road	End	Nunneley Road	0.11
59415-A	Graham Road	Bille Road	Wagstaff Road	0.50
55415-E	Green Oaks Drive	End	Filbert Street	0.22
58435-C	Greenwood Drive	Maxwell Drive	Central Park Drive	0.29
60425-C	Gregory Lane	Wagstaff Road	End	0.15
55435-K	Grinding Rock Road	End	Neal Road	0.23
55465-E	Harrison Road	Malibu Drive	Stearns Road	0.62
59435-D	Harvey Road	Bille Road	Wagstaff Road	0.50
58455-C	Hazel Way	End	Mabelle Way	0.32
55445-H	Heavenly Place	Angel Drive	Angel Drive	0.18
57465-F	Henson Road	370' w/o Butte View T	Butte View Terrace	0.07
55415-D	Hickory Way	Circlewood Drive	End	0.15
56425-D	Highland Lane	Sierra Park Drive	Scottwood Road	0.09
55475-E	Hillpark Lane	Pentz Road	End	0.25
	Himmel Street	Bille Road	Country Oak Drive	0.23
	Hollis Hill Drive	Chandler Drive	Acorn Ridge Dr.	0.12
	Hollybrook Drive	Pentz Road	End	0.11
54343	Honey Run Road	Para. Town Limit	Honey Run Road	1.50
58341	Honey Run Road FAU	Honey Run Road	Skyway	0.18
57455-E	Ingalls Road	Nunneley Road	Elliott Road	0.25
55475-F	Joseph's Court	End	Country Club Drive	0.08
60465-E	June Way	End	Shay Lane	0.14
56425-F	Keith Road	Buschmann Rd.	Sierra Park Drive	0.13

57455-K	Kenglo Drive	Nunneley Road	End	0.11
57465-C	Kibler Road	Nunneley Road	Young Avenue	0.76
Road No.	Road Name	From	To	Miles
	Laguna Court	Malibu Drive	End	0.11
59455-A	Lancaster Drive	Bille Road	Lancaster Drive	0.41
58405-C	Laurel Drive	Castle Drive	Bille Road	0.25
55465-B	Lillian Avenue	End	Pentz Road	0.13
56415-C	Little Grand Canyon Drive	End	Honey Run Road	0.27
57415-F	Locksley Court	Yorkshire Drive	End	0.07
62445-C	Lofty Lane	Skyway	End	0.17
59411	Lucky John Road FAU	Bille Road	Wagstaff Road	0.51
58455-D	Mabelle Way	Hazel Way	Sawmill Road	0.08
59415-D	Madrone Way	Oliver Road	Graham Road	0.26
	Malibu Drive	Royal Canyon Drive	End	0.64
58435-E	Maple Park Drive	Clark Road	Maple Park Drive	0.49
58435-G	Maxwell Drive	Elliott Road	Skyway	0.60
57465-K	Maxwood Drive	Young Avenue	Vista Knolls Drive	0.20
	McKale Road	State Highway 191	End	0.15
	Melene Court	Country Oak Drive	End	0.06
60465-C	Merrill Road	Pentz Road	End	0.51
57453	Middle Libby Road	Pearson Road	Nunneley Road	0.29
60425-E	Molokai Drive	Ridgecrest Drive	End	0.09
60423-B	Montna Drive	Skyway	Montna Drive	0.62
	Mountain Meadow Court	Country Oak Drive	End	0.06
55411	Neal Road FAU	Roe Road	Skyway	0.93
46312	Neal Road	Para. Town Limit	Roe Road	0.75
	Nedry Drive	Merrill Road	End	0.10
57455-C	Newland Road	Pearson Road	Nunneley Road	0.25
55445-F	Newland Road	Pearson Road	Pearson Road	0.82
57455-E	Newman Avenue	Pearson Road	Paradise Avenue	0.17
58455-H	Nielsen Court	Nielsen Drive	End	0.04
58455-G	Neilsen Drive	End	Elliott Road	0.22
58455-A	North Libby Road	Elliott Road	Bille Road	0.75
57475-A	Norwood Drive	Pentz Road FAU	Johnson Drive	0.22
57415-S	Nottingham Drive	Yorkshire Drive	Crestview Drive	0.17
57415-T	Nottingham Park	Crestview Drive	End	0.12
57455-D	Nunneley Road	Clark Road	Sawmill Road	1.00
57465-D	Nunneley Road	Sawmill Road	Homestead Place	0.50
57414	Nunnely Road Extension	Academy Drive	Clark Road	0.52
59431	Oak Way FAU	Bille Road	Wagstaff Road	0.50
57415-L	Oakmore Drive	Elliott Road	Crestview Drive	0.30
55415-B	Oakwood Lane	Skyway	Foster Road	0.16
58421	Oliver Road FAU	Skyway	Wagstaff Road	1.14
55405-B	Orchard Drive	Foothill Road	Pacific Drive	0.21

55405-A	Pacific Drive	850' w/o Orchard Dr.	Orchard Drive	0.16
55435-C	Paloma Avenue	End	Buschmann Road	0.17
Road No.	Road Name	From	To	Miles
60455-E	Pamela Drive	End	Bellview Drive	0.14
57455-G	Paradise Avenue	Pearson Road	End	0.13
	Paradisewood Drive	Pentz Road	End	0.21
55445-J	Park Way Drive	End	Bennett Road	0.16
60445-B	Parkwood Way	Wagstaff Road	End	0.09
57421	Pearson Road FAU	Skyway	Clark Road	1.00
57421	Pearson Road FAU	Clark Road	Pentz Road	2.49
45471	Pentz Road FAU	Town Limits	Pearson Road	1.20
45471	Pentz Road FAU	Pearson Road	Skyway	3.45
57415-E	Pine View Drive	Elliott Road	End	0.22
	Pinewood Court	Pinewood Drive	End	0.04
	Pinewood Drive	Redbud Drive	End	0.44
	Pintail Court	Foster Road	End	0.06
	Point West Drive	Valley Ridge Drive	End	0.17
58425-D	Poppy Lane	End	Camellia Drive	0.04
59415-E	Posey Lane	Bille Road	Deer Creek Lane	0.19
55405-D	Princeton Circle	End	Princeton Way	0.04
55405-C	Princeton Way	End	Skyway	0.17
	Puddle Duck Court	Paradisewood Drive	End	0.06
57425-G	Queen Drive	End	Elliott Road	0.13
57415-C	Rankin Way	Crestmoor Drive	End	0.16
56425-G	Recreation Drive	Buschmann Road	ETMR (at gate)	0.08
57415-A	Redbud Lane	End	Crestmoor Drive	0.53
57465-J	Redwood Lane	Vista Knolls Drive	Maxwood Drive	0.06
60465-A	Rexdale Lane	Merrill Road	End	0.08
55465-H	Richmond Road	De Mille Road	End	0.07
60425-F	Ridgecrest Drive	Montna Drive	End	0.09
58425-E	Ripley Lane	Edwards Lane	Bille Road	0.25
58405-G	Roberts Road	West Wagstaff Road	Oliver Road	0.13
60455-D	Robin Place	End	Bellview Drive	0.04
60441	Rocky Lane FAU	Wagstaff Road	Skyway	0.50
55403	Roe Road	Foster Road	End	0.45
55401	Roe Road FAU	Neal Road	Foster Road	1.42
57415-H	Rose Lane	Redbud Drive	Crestmoor Drive	0.15
	Royal Canyon Drive	Country Club Drive	End	0.20
	Royal Court	Pinewood Drive	End	0.08
	Royal Point Drive	Point West Drive	End	0.08
56415-B	Russell Drive	Skyway	Skyway	0.13
55465-G	Salida Circle	End	Salida Way	0.03
55465-F	Salida Way	End	Pentz Road	0.21
56453	Sawmill Road	End	Pearson Road	0.50
56451	Sawmill Road FAU	Pearson Road	Bille Road	1.53

59445-F	Sawmill Road	Bille Road	Country Oak Drive	0.24
59435-L	Saxberg Drive	End	Clark Road	0.13
56415-A	Schmale Lane	Skyway	End	0.16
Road No.	Road Name	From	To	Miles
55415-J	Scott Drive	End	Foster Road	0.10
56425-E	Scottwood Road	Buschmann Road	Pearson Road	0.25
55435-A	Scottwood Road	Kinsey Way	Buschmann Road	0.88
57425-E	Scottwood Road	Pearson Road	East Oak Street	0.10
	Sequoia Court	Rocky Lane	End	0.10
57425-L	Shadowbrook Way	End	Clark Road	0.09
60465-D	Shay Lane	End	Merrill Road	0.34
56425-C	Sierra Park Drive	Buschmann Road	Pearson Road	0.28
51261	Skyway FAU	Paradise Town Limits	Paradise Town Limits	6.30
51261	Skyway FAU	Paradise Town Limits	Skyway	1.23
55445-G	South Libby Road	Bennett Road	Pearson Road	0.85
	Starlight Court	Neal Road	End	0.16
55475-B	Stearns Road	Pentz Road	Country Club Drive	0.31
55465-C	Stearns Road	Pearson Road	Pentz Road	1.30
55415-L	Sunburst Drive	Hickory Way	End	0.22
58405-D	Sunset Drive	Cliff Drive	Oliver Road	0.51
	Sweetbriar Lane	Pentz Road	End	0.08
60465-P	Sylmar Lane	Merrill Road	End	0.06
57465-B	Sylvan Way	Sawmill Road	End	0.25
58435-J	Tahoe Way	End	Clark Road	0.12
59415-B	Thomasson Lane	Lucky John Road FAU	Skyway	0.41
55465-J	Thornburg Road	De Mille Road	End	0.09
55475-G	Tokay Court	End	Country Club Drive	0.10
55415-G	Topaz Circle	End	Circlewood Drive	0.05
	Trafalgar Square	Country Club Drive	End	0.11
57415-N	Tranquil Drive	Redbud Drive	Crestmoor Drive	0.20
60455-B	Twin Oaks Drive	Wagstaff Road	End	0.18
57415-Q	Valley Ridge Drive	Valley View Drive	Valley View Drive	0.79
58381	Valley View Drive FAU	Bartels Place	Oliver Drive	1.55
57415-M	Valstream Drive	End	Oakmore Drive	0.04
	Vineyard Drive	Pentz Road	End	0.13
57425-J	Violet Way	Queen Drive	End	0.03
57465-H	Vista Knolls Drive	End	Bille Road	0.24
60425-D	Waggoner Road	Lucky John Road	End	0.34
58411	Wagstaff Road FAU	Oliver Road	Skyway	1.10
58411	Wagstaff Road FAU	Skyway	Pentz Road	1.55
55435-G	Wayland Road	Neal Road	Foster Road	1.41
58405-E	West Wagstaff road	Bille Road	Roberts Road	0.30
57415-J	Wildwood Lane	End	Skyway	0.18
57425-K	Willow Street	Black Olive Drive	Almond Street	0.06

57425-H	Windsor Drive	Queen Drive	End	0.03
58435-M	Woodbrook Circle	End	Clark Road	0.04
55475-J	Xeno Place	End	End	0.19
57415-R	Yorkshire Drive	Pinewood drive	Rankin Way	0.36
Road No.	Road Name	From	To	Miles
55475-H	York Towne Manor	Pentz Road	End	0.12
57465-L	Young Avenue	Maxwood Drive	Kibler Road	0.12
	Zenith Lane	Dean Road	End	0.11
			Total	98.48

APPENDIX D – HUD SECTION 3

Town of Paradise
Section 3 ***Project*** Implementation Plan
OVERVIEW

NOTE TO BIDDERS: You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

Section 3 Goals

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects and activities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts using over $200,000 in HUD funding for trigger Section 3. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

Preference for Contracting with Section 3 Business Concerns

The Town of Paradise is required by HUD Regulation 24 CFR Part 75 to make best efforts to contract with businesses that direct economic opportunities to Section 3 workers. As part of its qualitative efforts, the Town of Paradise has elected to institute a preference which stipulates that contract award shall be given to the bidder using the highest number of qualified Section 3 subcontractors and/or workers if the bid is reasonable and no more than ten percent (10%) higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above, to the greatest extent feasible. (Note: Section 3 maynot be required for all projects, but best efforts to comply with the minimum numerical goals are still highly recommended.) All efforts to utilize Section 3 businesses and workers should be documented, and this Section 3 Project Plan should be submitted for all relevant project bids.

Submit FORMS 1 & 2 for all projects or FORMS 1 – 5 for all Section 3-triggered projects (over $200,000) at the time of the bid submission or application for funding.

Town of Paradise
Section 3 Project Plan

Definitions

Low or Very-Low income means:
Annual gross income does not exceed limit published by HUD for the area in which the individual resides HUD Income Limits

Section 3 Worker means:
(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
(ii) The worker is employed by a Section 3 business concern.
(iii) The worker is a YouthBuild participant.
(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 3 Business means:
(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
(i) It is at least 51 percent owned and controlled by low- or very low-income persons;
(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is, in addition to being low-income:
(1) A worker employed by a Section 3 business concern; or
(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
(i) Living within the service area or the neighborhood of the project; or
(ii) A YouthBuild participant.

Service Area or neighborhood of the project means:
means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census. Per the 2020 U.S. Census, the population of the Town of Paradise is 4,764.

More definitions can be found here: 24 CFR Part 75 - Economic Opportunities for Low-And Very Low Income Persons

Town of Paradise
Section 3 ***Project*** Implementation Plan
FORM 1 – SECTION 3 ASSESSMENT AND CERTIFICATIONS

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor Information:

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:
   - ☐ Your business is at least 51% owned and controlled by low- or very low-income persons
   - ☐ Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
   - ☐ Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
   - ☐ None of the above
2. Will you be hiring new employees or providing new training opportunities because of this contract? ☐ Yes ☐ No
3. Will you be using subcontractors to complete this project? ☐ Yes ☐ No
4. Is your bid/contract amount greater than $200,000? ☐ Yes ☐ No

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension offunding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	☐	☐	
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under $200,000.	☐	☐	
Projects over $200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	☐	☐	☐
	I understand that I am required to submit quarterly and final Section 3 reports (FORM 6), associated forms as applicable (FORMS 2, 3 and 4) and supporting documentation.	☐	☐	☐
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	☐	☐	☐
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	☐	☐	☐

I declare that all statements contained inthis form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subjectto investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

_____ _____
Authorized Representative Signature Date

Town of Paradise

Section 3 ***Project*** Implementation Plan

FORM 2 – SUBCONTRACTOR INFORMATION, VERSION (1, 2, 3)

This form is required for ALL projects (regardless of whether Section 3 is triggered) and must be submitted with bid or application for funding. If project is over $200,000 in HUD funds, this form must be updated and re-submitted at the time of contract execution and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Check the box that applies and complete the table if applicable:

- ☐ This project WILL NOT utilize subcontractors.
- ☐ This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

Town of Paradise
Section 3 ***Project*** Implementation Plan
FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

Town of Paradise
Section 3 ***Project*** Implementation Plan
FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

   Attach supporting documentation such as:
   - Copies of all publications, notices, pictures of posted notices, and other outreach materials.
   - List of all Section 3 workers that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

   Attach supporting documentation such as:
   - Section 3 Business List used in solicitation. Must have been provided by Town of Paradise prior to solicitation and should be no more than 30 days old at the time of solicitation.
   - List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
   - List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any of them hired? If not, please explain why.
   - Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other:

Town of Paradise
Section 3 ***Project*** Implementation Plan
FORM 5 – SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Town of Paradise
Section 3 ***Project*** Implementation Plan
FORM 6 – SECTION 3 PROJECT COMPLIANCE REPORT

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted according to the following schedule:

Quarterly
January – March: Due April 15th
April – June: Due July 15th
July – September: Due October 15th
October – December: Due January 15th

Final
Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: ☐ Quarterly ☐ Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Contractor Section 3 Point of Contact:	
Phone:	Email:

II. SECTION 3 HOURS WORKED – *Report the number of Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

III. TARGETED SECTION 3 HOURS WORKED – *Report the number of targeted Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

IV. QUALITATIVE EFFORTS – If this report indicates numeric goals were not met, attach FORM 4 describing any qualitative efforts made to increase Section 3 participation for this reporting period.

V. ADDITIONAL ATTACHMENTS – For the final Section 3 compliance report, attach FORMS 2 and 3 with updated information (versions 2 or 3).

I declare that all statements contained in this form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Signature:_____ Date: _____

Print Name:_____ Title: _____

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SAMPLE

Town of Paradise

Section 3 ***Project*** Implementation Plan

FORM 7 – SECTION 3 BUSINESS OUTREACH FORM

Please complete this form to determine if your business may qualify as a Section 3 Business. Businesses that qualify will be contacted by Town of Paradise Section 3 Coordinator to complete a Section 3 Business Application and asked to provide additional documentation to verify their status as a Section 3 Business.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 75) that requires recipients of certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very low-income residents in connection with projects and activities in their neighborhood.

A business can qualify as Section 3 if it meets one of the following criteria:

A. It is at least 51% owned and controlled by low- or very low-income persons;
B. Over 75% of the labor hours performed for the business over the past three-month period were performed by workers who met at least one of the criteria below; or
C. It is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Workers must meet one of the following criteria for a business to qualify as Section 3 under item B above:

- Reside within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- Be a HUD YouthBuild participant; or
- Income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

Subcontractor Information

Company Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Email:	

☐ I have reviewed the above information and my business MAY QUALIFY as a Section 3 Business. Please contact me about completing an application.

☐ I have reviewed the above information and my business DOES NOT QUALIFY as a Section 3 Business.

_____ _____

Signature of Business Owner Date

Please return completed forms to:
Town of Paradise Section 3 Program
5555 Skyway
Paradise, CA 95969
(530) 872-6291 ext. | email

SAMPLE

Town of Paradise

Section 3 ***Project*** Implementation Plan

FORM 8—SECTION 3 WORKER OUTREACH FORM

Please complete this form to determine if you may qualify as a Section 3 or Targeted Section 3 Worker. Workers who qualifywill be contacted by Town of Paradise Section 3 Coordinator to complete a Section 3 Worker Application and asked to provide additional documentation to verify their status as a Section 3 or Targeted Section 3 Worker.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 75) that requires recipientsof certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very low-income residents in connection with projects and activities in their neighborhood.

A worker can qualify as Section 3 if they meet one of the following criteria:

- Are employed by a Section 3 business concern;
- Are a HUD YouthBuild participant; or
- Their income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

A worker can qualify as targeted Section 3 if they meet one of the following criteria:

- Are employed by a Section 3 business concern.
- Are a HUD YouthBuild participant; or
- Reside within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);

Worker Information

Name:		
Employer Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

☐ I have reviewed the above information and I MAY QUALIFY as a Section 3 or Targeted Section 3 worker. Please contact me about completing an application.

☐ I have reviewed the above information and I DO NOT QUALIFY as a Section 3 or Targeted Section 3 worker.

_____ _____

Signature Date

Please return completed forms to:
Town of Paradise Section 3 Program
5555 Skyway
Paradise, CA 95969
(530) 872-6291 ext. | email

SAMPLE

APPENDIX E – FHWA Form 1273, Federal Aid Contract Provisions

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits*. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications*. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance*. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate*. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans*. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements*. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process*. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX F – ADDITIONAL FEDERAL PROVISIONS- FEMA FUNDED

Expense contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. **Remedies:**

Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars ($100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the Town and the Contractor.

2. **Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)**

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance,

or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency

and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback'' Act (40 U.S.C. 3145*)* provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

4. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to

(3) each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(4) Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(5) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that ‘‘funding agreement,’’ the Town or the Contractor must comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

(1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in tum, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in tum, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

(1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at

(2) 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(4) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier

Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name:

_____

Name and Title of Authorized Representative:

_____

Signature of Authorized Representative:

_____

Date:

_____

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certifyand disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor,___, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, ifany.

Signature of Contractor's Authorized Official:

Jonathan Burgiel, Business Unit President

Name and Title of contractor's Authorized Official:

March 12, 2020

Date:

10. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program . The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products ."

11. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements shall apply to this Contract:

(1) The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

12. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment 1 the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

APPENDIX G – PROPOSED CONTRACT AGREEMENT

Town of Paradise

Council Agenda Summary **Agenda Item: 6(d)**

Date: September 9, 2025

ORIGINATED BY:	Colette Curtis, Recovery and Economic Development Director
REVIEWED BY:	Eric Reinbold, Acting Town Manager
SUBJECT:	Request for Proposals for Long Term Community Recovery Plan Update
LONG TERM RECOVERY PLAN:	Yes

COUNCIL ACTION REQUESTED:

1. Consider authorizing Town Staff to issue a Request for Proposals (RFP) to update the Long-Term Community Recovery Plan. (ROLL CALL VOTE)

Background:

At the March 2024 Council meeting, Paradise Town Council approved Resolution 2024-18 authorizing Town Staff to submit a resolution to the Community Development Block Grant Disaster Recovery Mitigation -Planning and Public Services (CDBG DR MIT-PPS) program for 3 specified projects totaling $1.5 Million. $1.5 Million is the per-applicant maximum for this program. The application included the following:

1. $500,000 for an update to the Town's Long Term Community Recovery Plan
2. $500,000 for additional in-home units for the siren system
3. $500,000 for Public Services, which would allow the Town to offer grants to community groups doing mitigation work in the community.

The first project was awarded to the Town and a Standard Agreement has been signed. The second and third projects are still pending final approval.

Analysis:

Now that the project has been funded through CDBG DR MIT PPS, the next step is to issue a request for proposals (RFP) for a qualified firm to complete the update. The scope of work for the update is as follows:

The selected contractor will be responsible for:

1. Project Management & Coordination
    - Work with Town staff to establish project timelines, milestones, and deliverables.
    - Provide regular progress updates and attend coordination meetings.
2. Review & Assessment

- Review the 2019 LTCRP, the 2022 update, and other relevant planning documents.
- Assess accomplishments, ongoing projects, and unmet needs.
- Identify emerging challenges, opportunities, and trends relevant to Paradise's recovery and growth.

3. Community Engagement
    - Design and implement a robust community engagement process, including public meetings, workshops, surveys, and stakeholder interviews.
    - Ensure participation from a diverse cross-section of residents, businesses, and organizations.
    - Document community input and integrate findings into the updated plan.
4. Plan Development
    - Develop an updated Long-Term Community Recovery Plan that includes:
        - A renewed **vision statement** for the future of Paradise.
        - Strategies for **economic recovery and development**, including downtown revitalization and small business support.
        - Strategies for **housing recovery**, quality of life improvements, and community resilience.
        - Integration of best practices in **fire-adapted community design and disaster preparedness**.
        - Action steps, responsible parties, potential funding sources, and performance metrics.
    - Ensure the plan is visually engaging, accessible, and easy to understand.
5. Final Deliverables
    - Draft LTCRP Update for review by Town staff and Council.
    - Final LTCRP Update incorporating feedback from the Town and community.
    - Executive summary, presentation materials, and outreach materials for public release.
    - Digital files in editable formats (Word, InDesign, etc.) and a web-ready version of the plan.

Financial Impact:

There are no new financial impacts to the general fund associated with this item. This grant program funds projects at 100% with no required match.

TOWN OF PARADISE REQUEST FOR PROPOSALS

For

LONG TERM COMMUNITY RECOVERY PLAN UPDATE

Colette Curtis

Recovery and Economic Development Director

Town of Paradise

5555 Skyway

Paradise, CA 95969

1) RESPONDENT ADMONISHMENT

Respondents are reminded that it is their responsibility to:

- ✓ Read carefully all of the content of this entire document and address all requirements and follow all procedures of this Request for Proposal (RFP).
- ✓ Ask for clarification before final due date of questions.
- ✓ Immediately inform the Town of any problems with this Solicitation.
- ✓ Be complete in response.
- ✓ Submit all responses by the required dates and times.

2) INTRODUCTION

The Town of Paradise is seeking proposals from qualified consulting firms to complete an update to the Long Term Community Recovery Plan.

The Town of Paradise intends to award a contract to a firm that will meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm will be required to enter into a contract with the Town for the services requested in this Request for Proposals (RFP) within a reasonable time after award. A firm submitting a proposal must be prepared to use the Town's standard contract form. The contract will include terms appropriate for this project. Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior written approval; (3) no payment without prior written approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the Town; (7) approval by the Town of any subcontractors; and (8) minimum appropriate insurance requirements.

3) BACKGROUND

The Town of Paradise experienced unprecedented devastation in the 2018 Camp Fire, which destroyed over 18,000 structures and claimed 85 lives. In 2019, the Town adopted its first **Long-Term Community Recovery Plan (LTCRP)**, which served as a blueprint for rebuilding and recovery. That plan was updated in 2022 to reflect progress, new opportunities, and evolving community priorities.

The Town of Paradise now seeks to update the LTCRP again to guide the next phase of recovery and define a **vision for a resilient, thriving future**. This update will build on prior work, celebrate accomplishments to date, and chart a course for sustainable economic growth, fire-resilient living, and the continued revitalization of Paradise.

4) SCOPE OF SERVICES

The Long Term Community Recovery Plan update should meet the following overall goals:

- Define a forward-looking vision for Paradise as a resilient, economically vibrant, and fire-adapted community.

- Position Paradise as a leader in wildfire resilience and disaster recovery for other communities nationwide.

- Support economic recovery, with emphasis on a thriving downtown, commercial corridors, and job growth opportunities.

- Incorporate community input and reflect the values and aspirations of Paradise residents, businesses, and partners.

- Provide clear, actionable strategies that are realistic, measurable, and implementable.

Scope of Work

The selected contractor will be responsible for:

1. Project Management & Coordination
    - Work with Town staff to establish project timelines, milestones, and deliverables.
    - Provide regular progress updates and attend coordination meetings.
2. Review & Assessment
    - Review the 2019 LTCRP, the 2022 update, and other relevant planning documents.
    - Assess accomplishments, ongoing projects, and unmet needs.
    - Identify emerging challenges, opportunities, and trends relevant to Paradise's recovery and growth.
3. Community Engagement
    - Design and implement a robust community engagement process, including public meetings, workshops, surveys, and stakeholder interviews.
    - Ensure participation from a diverse cross-section of residents, businesses, and organizations.
    - Document community input and integrate findings into the updated plan.
4. Plan Development
    - Develop an updated Long-Term Community Recovery Plan that includes:
        - A renewed **vision statement** for the future of Paradise.
        - Strategies for **economic recovery and development**, including downtown revitalization and small business support.

- Strategies for **housing recovery**, quality of life improvements, and community resilience.
- Integration of best practices in **fire-adapted community design and disaster preparedness**.
- Action steps, responsible parties, potential funding sources, and performance metrics.

- Ensure the plan is visually engaging, accessible, and easy to understand.

5. Final Deliverables
   - Draft LTCRP Update for review by Town staff and Council.
   - Final LTCRP Update incorporating feedback from the Town and community.
   - Executive summary, presentation materials, and outreach materials for public release.
   - Digital files in editable formats (Word, InDesign, etc.) and a web-ready version of the plan.
6. Budget
   - Funding for this project is through the Community Development Block Grant – Disaster Recovery – Mitigation – Planning and Public Services (CDBG DR MIT PPS), which is a congressional appropriation awarded by the Department of Housing and Urban Development (HUD) at the Federal level, and administered through the California Department of Housing and Community Development (HCD).
   - Consultant shall submit a cost for their work which does not exceed $400,000.00.

5) FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this section, both for content and for sequence. Failure to adhere to these requirements, or inclusion of conditions, limitations or misrepresentations in a response may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point. The Town shall receive all Submissions no later than Friday October 3, at 4pm.

a) The response shall include a cover letter, a table of contents and all items listed below and shall be in the following format:
   - Submit an electronic copy directed only to Colette Curtis at ccurtis@townofparadise.com. Vendors are encouraged to keep their submittals to less then 10MB in size to ensure delivery.

- The Town shall receive all submissions no later than 4:00PM on Friday, October 3, 2025.
- Submissions shall be in the order noted below.
- Submissions may also include color and fold out charts and graphs.

Mandatory Content and Sequence of Submittal:

i) Cover Letter shall be a maximum two-page Cover Letter and introduction, and shall include the name and address of the respondent submitting the proposal, together with the name, address and telephone number of the contact person who will be authorized to make representations for the respondent, the respondent's federal tax ID number and a list of subcontractors, if any.

ii) Table of Contents shall be a detailed Table of Contents and shall include an outline of submittal, identified by sequential page number and by section reference number and section title as described therein.

iii) Respondent's Experience Summary shall be a maximum of eight pages (not including resumes) in length and shall describe the respondent's experience in writing similar strategic plans or studies. A resume(s) should be included for any key personnel to be assigned to this project. The proposal shall also include the timeline for completing all required tasks. Describe related past projects completed along with a discussion comparing similarities with this proposed project.

This section shall also contain a comprehensive list of references preferably including municipalities or government agencies wherein similar services were performed. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone number, fax number and email address.
- Detailed description of services provided similar to the services outlined in the Draft Scope of Work.

iv) Firm Capabilities shall be a maximum of six pages entitled "Firm Capabilities", and shall include a description of the proposing Respondent's resources for successfully developing and completing this project. (Resources can include firm's stability, staffing, support services, product quality/availability, method of delivery, etc.)

v) Cost shall detail the cost portion of the proposal. Respondent shall provide pricing based on the expected services provided. Respondent shall provide an itemized breakdown by tasks and deliverables. Prices quoted shall be valid for at least ninety (90) days following the proposal submission deadline and if a contract is entered into as a result of this RFP, shall become fixed for the term of the contract.

If an hourly rate is quoted, the anticipated total number of hours should be included along with a not-to-exceed price for the project. Overall cost shall not exceed $400,000.00

vi) Draft Scope of Work shall be identified as "Attachment III – Scope of Work" for incorporation in the Model Contract as the final contract to be awarded to the successful respondent. This is the document in which the proposing respondents are requested to describe the work they will perform to complete this project. Should there be any tasks that are expected to be performed by the Town, these should also be clearly described as Town tasks in the Draft Scope of Work. If the proposing respondent included a not-to-exceed price in the proposal, proposed billing rate for all reimbursable expenses should be included in the Draft Scope of Work.

6) SELECTION PROCESS

A selection team comprised of Town Staff will evaluate the proposals and make a recommendation to Paradise Town Council for award. The criteria for selecting the firm is provided below:

1) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the work required? This will primarily be based on references and the background section of Contractor Capabilities, unique qualifications you present in Firm's Experience Summary, but may also be based upon any information the Town may have first-hand or from a reliable source.

(2) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job within the timeline provided? This will primarily be based upon the staff presented, their qualifications, experience, resumes and personal references, but may also be based upon any information the Town may have first-hand or from a reliable source.

(3) Understanding Project Deliverables. Does the firm understand the issues and has it developed a relevant and effective approach? This will primarily be based upon the work plan you submit. It may also be based upon references and how they describe your approach, product, work style and ethics.

(5) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

(6) Previous Works Excerpts. Does the firm's demonstrated experience exhibit a professional quality? This will primarily be based upon the example work cited, your website and any other representation of your firm in terms of professional caliber.

(7) Overall Impression. This category will be a composite of each Panel member's comprehensive assessment and opinion of the entire presentation by your firm.

7) SUBMITTAL EVALUATION

Overall criteria used to evaluate responses may include:

Criteria	Weight
Reputation & Experience	25%
Capability & Availability of Staff	20%
Understanding Project Deliverables	20%
Cost	15%
Previous Work Excerpts	15%
Overall Impression	5%
Total:	100%

Selection may consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified respondents. The selection team may choose to interview the top scoring proposals to make a final decision. The interview may be conducted virtually.

The Town may discuss the proposals and negotiate modifications of the proposal, draft scope of work, terms and conditions and pricing with the prospective firms as a part of the selection process.

8) RULES OF PROCUREMENT

Anticipated Time-Line

Event	Anticipated Date/Time (Subject to Change)
Solicitation Publication	September 11, 2025
Final Date to Summit Questions and Requests for Clarification	September 25, 2025, at 5:00pm
Questions Answered via Addendum(s)	September 30, 2025
RFP Submittals Due	October 3, 2025, at 4:00pm
Preliminary Evaluation Completed	October 23, 2025
Presentation/Demonstration (if desired)	October 27-30, 2025
Evaluation Completion	October 30, 2025
Award of Contract	November 12, 2025

Town Contact Information

Any and all communication regarding this Solicitation shall be in email and directed to:

Colette Curtis
Recovery and Economic Development Director
Town of Paradise
5555 Skyway
Paradise, CA 95969
530.872.6291 x 112
ccurtis@townofparadise.com

This person will serve as the Town's contact person for this project who will also respond directly for questions and inquiries during the solicitation. **Do not** contact other Town personnel or selection committee members regarding this project or the selection procedures.

Firms interested in participating in this solicitation are encouraged to register at the Public Purchase website: www.publicpurchase.com.

Questions:
Questions and requests for clarification may only be submitted by e-mail. Verbal and phone inquiries will not be answered. All questions and requests for clarification shall be submitted no later than **09/25/2025 at 5:00 pm**. The Town will provide answers and clarifications via email by September 30 at 5pm.

9) TOWN NOTICES

All proposing firms responding to this RFP should note the following:

a) All work performed for Town of Paradise, including all documents associated with the project, shall become the exclusive property of Town of Paradise.

b) The selected firm is expected to perform and complete the project in its entirety.

c) Any and all costs including travel, arising from development and delivery of a response to this RFP incurred by any proposing firm shall be borne by the firm without reimbursement by Town of Paradise.

d) The selected Respondent shall remain an independent Contractor, working under his/her own supervision and direction and is not a representative or employee of Town of Paradise. The Respondent agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Contract.

e) The opening of proposals in response to this Solicitation is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another.

f) The successful Respondent must be prepared to begin work promptly following execution of the contract and is expected to complete the project in its entirety.

g) Issuance of this Solicitation in no way constitutes a commitment by the Town to award a contract. If the Town determines it is in its best interest to do so, no Respondent may be selected and no contract may be executed.

h) Upon acceptable negotiations and contract award, the Respondent shall be required to execute the standard Town Contract as provided in Exhibit A and comply with Town insurance requirements. The Town may modify the contractual requirements of the contract prior to execution of a contract for services.

i) The Town reserves the right to request additional information from Respondents that have submitted a response to this Solicitation and to enter into negotiations with more than one Respondent should a contract be awarded or to award a purchase order or contract to the Respondent(s) with the most favorable quotation without conducting negotiations. The Town reserves the right to award more than one contract if it is in the best interest of the Town.

j) The Town reserves the right to reject any or all submittals received if the Town determines that it is in its best interest to do so. Further, the Town may cancel or amend this Solicitation at any time and may submit similar solicitations in the future.

k) The Town may reject any submittal that does not meet all of the mandatory requirements of this Solicitation, is conditional or is incomplete.

l) The Town may request clarification of any submitted information and may request additional information on any or all responses provided and may waive minor inconsistencies deemed to be irrelevant.

m) Firms that submitted a proposal in response to an RFP but were unsuccessful in their attempt to obtain a contract or recommendation for contract award may request a debriefing to learn the general reasons for selection of a competitor for contract award. Requests for debriefings shall be directed to Colette Curtis at ccurtis@townofparadise.com

n) Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to the Town Clerk, 5555 Skyway Paradise, CA 95969. All protests must be made in writing, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the reason(s) for the protest: citing the law, rule, regulation or procedure on which the protest is based. Respondent's capabilities, project characteristics and/or pricing features that were not included in the firm's proposal shall not be introduced during the protest process. The protest shall be submitted within seven (7) working days after such aggrieved firm knows or should have known of the facts giving rise thereto or within seven working days following the debriefing.

o) The withdrawal of any submittal must be made in writing prior to the required submission date and time, and must be signed by an authorized representative of the firm. An error in

the submission may cause the rejection of that submittal. However, the firm may reissue a new or modified submittal prior to the date and time required for submission.

10) DISCLOSURE OF INFORMATION

All information and materials submitted to the Town in response to this RFP may be reproduced by the Town for the purpose of providing copies to authorized Town personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Bid awards are a matter of public record. Once a Contract is executed, proposals submitted in response to this RFP are subject to public disclosure as required by law. Your submission of a proposal is considered your consent to the Town's disclosure of the proposal. The Town shall not be liable for disclosure of any information or records related to this procurement.

Exhibit A

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Insurance Requirements

The Contractor, in advance of performing activities on the work under the Agreement between the Town and the Contractor, shall, at no expense to the Town, obtain the following insurance policies:

The Contractor shall procure and maintain for the duration of the Agreement 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 Contractor or Contractor's agents, representatives, employees or subcontractors.

If applicable to Contractor, coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, 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:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

4. **Error and Omission Insurance: $1,000,000** in coverage.

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

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

1. The Town, its officers, officials, employees, and volunteers shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of project work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such project work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Contractor'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 Town.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

All liability insurance policies shall be maintained for the duration of work construction and for 3 years after completion of the work.

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents, and subcontractors.

Town of Paradise

Council Agenda Summary **Agenda Item: 6(e)**

Date: September 9, 2025

ORIGINATED BY:	Marc Mattox, Public Works Director
REVIEWED BY:	Eric Reinbold, Acting Town Manager
SUBJECT:	Paradise Sewer Project Progressive Design-Build Contract Options and Wastewater Treatment Facility Design Request for Qualifications
LONG TERM RECOVERY PLAN:	Yes – Tier 1, Sewer

COUNCIL ACTION REQUESTED:

1. Consider reviewing options relating to administration of Progressive Design-Build Contract for the Town of Paradise Sewer Project between the Town of Paradise and Mountain Cascade, Inc. and delegate authority to the Town Attorney and Acting/Interim Town Manager to terminate the Progressive Design Build contract with Mountain Cascade, Inc. and take assignment of the Carollo subcontract, converting the project to a traditional design-bid-build; and
2. Review and approve RFQ 2025-003 Request for Qualifications for Paradise Sewer Project: Wastewater Treatment Facility Design Services; OR
3. Provide alternative direction. (ROLL CALL VOTE)

Background:

Since its incorporation in 1979, the Town of Paradise has sought a centralized wastewater system to address failing septic systems that impact public health, groundwater quality, and economic development. The need for sewer service became even more urgent following the 2018 Camp Fire, when the lack of modern wastewater infrastructure emerged as a major barrier to rebuilding businesses, housing, and community resiliency.

In 2022, the Town secured $30 million in CDBG-DR funds to begin pre-construction work, including environmental review, design, and permitting. To provide technical expertise, HDR was retained as Owner's Agent, and a progressive design-build team was selected to develop a Basis of Design Report. That effort confirmed that a locally managed, phased sewer project was necessary to achieve both affordability and long-term community needs.

In January 2025, the Town Council formed a Sewer Project Ad Hoc Committee to evaluate local treatment and collection alternatives, with strong emphasis on public engagement and cost feasibility. The Committee, working alongside staff, HDR, and the Paradise Irrigation District, conducted community meetings, stakeholder workshops, site tours of other wastewater systems, and a technical alternatives analysis.

This process resulted in the identification of three feasible alternatives, with Alternative 1—a hybrid gravity/low-pressure collection system, aerated lagoon wastewater treatment, and percolation/evaporation pond discharge—emerging as the most affordable, scalable, and permittable solution. On August 14, 2025, the Town Council unanimously approved proceeding with Alternative 1 and directed staff to advance environmental review, design, and funding actions needed to implement the project.

The Paradise Sewer Project is now advancing into its next phase, with near-term priority on delivering Phase 1 service in the downtown core and along the Skyway corridor. The project remains essential infrastructure to support Paradise's recovery and long-term economic and housing development.

Analysis:

The Town's existing contract with Mountain Cascade, Inc. (Progressive Design-Build (PDB) contractor) and its subconsultant Carollo Engineers (Designer) was initiated under the previous regional sewer approach. With Council's selection of Alternative 1 and a reduced Phase 1 project scope, staff has reevaluated the most appropriate project delivery method moving forward. Progressive Design-Build may no longer represent the best fit for the current needs, particularly with the emphasis on transparency and competitive bidding for construction.

Three options are available for contract administration:

1. Continue with the existing PDB contract – Mountain Cascade (Builder) and Carollo (Designer) continue under current structure.
    - *Pros:* No contract changes required, continuity with existing team.
    - *Cons:* Less transparency in construction bidding, higher administrative complexity with reduced scope.

2. Terminate the PDB contract with MCI and take assignment of the Carollo subcontract, converting the project to a traditional design-bid-build.
    - *Pros:* Maintains design continuity with Carollo, ensures public transparency in construction bidding, reduces overall administrative burden.
    - *Cons:* Requires contract amendment and formal restructuring.

3. Terminate the current PDB contract and initiate a new procurement for traditional design-bid-build services.
    - *Pros:* Fresh competitive process, full separation from PDB framework.
    - *Cons:* Increased schedule delay, additional administrative costs, potential loss of design momentum.

Staff strongly recommends terminating the PDB contract with MCI and taking assignment of the Carollo subcontract, converting the project to a traditional design-bid-build. Maintaining Carollo as the project designer under a traditional design-bid-build framework provides the best balance of continuity, efficiency, and transparency. This approach ensures public bidding for the reduced Phase 1 project while preserving the technical expertise already gained. Council is requested to delegate authority to the Town Attorney and Acting/Interim Town Manager to terminate the PDB contract with MCI, take assignment of the Carollo subcontract and make any necessary amendments to the Carollo subcontract. Any unforeseen changes relating to this action including cost implications would be returned to Town Council for consideration.

Separately, the existing PDB contract scope does not include design of a new Wastewater Treatment Facility. To address this gap, staff has prepared a Request for Qualifications (RFQ) for a qualified design team to work with Town staff and existing consultants under a traditional design-bid-build delivery method. The draft RFQ is attached to this Agenda Summary. Staff is requesting direction to proceed with advertising. The estimated cost of these services, inclusive of engineering support during construction, is $5.5M. A recommendation for award of a design services contract will be brought to Council at the December 2025 meeting.

Financial Impact:

The Town of Paradise is currently utilizing a $30M planning grant through State of California Housing and Community Development via the CDBG-DR program. A breakdown of overall project funding and pursuits is provided below:

Secured Funding

(1)	CDBG-DR APA-2 Design	$30,000,000 (active for pre-construction)
(2)	CDBG-DR Town Allocation	$35,000,000 (secured for construction)
(3)	CDBG-DR Town Allocation	$36,700,000 (pending)
(4)	EPA Community Grant	$1,750,000 (pending)

Clean Water SRF Funding Opportunities

(5)	Clean Water SRF (Grant)	$28,097,669
(6)	Clean Water SRF (Grant)	$TBD Future

Secured & Probable Funding available for the whole project “Cost to Complete” Budget $121M (Sum of 1-5 minus $10M expended to date). The Total Cost to Complete of Alternative 1 is $114M.

Costs for the Wastewater Treatment Facility Design team as well as termination of the PDB Contract and assignment and amendment of the Carollo subcontract are included in the overall budget summary above.

TOWN OF PARADISE

REQUEST FOR QUALIFICATIONS

FOR

PARADISE SEWER PROJECT:
WASTEWATER TREATMENT FACILITY DESIGN SERVICES

TOWN OF PARADISE PROJECT NUMBER: VARIES
FEDERAL AID PROJECT NUMBER: VARIES

TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT
5555 SKYWAY
PARADISE, CA 95969

NO. RFQ 2025-003

PUBLISH DATE:
SEPTEMBER 10, 2025
SUBMISSION DATE:
NO LATER THAN 4:00 PM OCTOBER 24, 2025

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Abbreviations

Abbreviation	Meaning
A&E	Architectural and Engineering
AASHTO	American Association of State Highway and Transportation Officials
ADA	Americans with Disabilities Act
CALTRANS	California Department of Transportation
CDBG-DR	Community Development Block Grant – Disaster Recovery Program
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CIP	Capital Improvement Program
CWA	Clean Water Act
DIR	Department of Industrial Relations
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GFE	Good Faith Effort
HCD	California Department of Housing and Community Development
HUD	U.S. Department of Housing and Urban Development
LAPM	Local Assistance Procedures Manual
MBE/WBE	Minority-Owned Business Enterprises/Women-Owned Business Enterprises
NEPA	National Environmental Policy Act
PAED	Project Approval and Environmental Documentation
PS&E	Plans, Specifications, and Estimates
RFQ	Request for Qualifications
SOQ	Statement of Qualifications

Definitions and Terms

Consultant-You: Person or business or its legal representative entering into a contract with the Town of Paradise for performance of work.

Minority-Owned Business Enterprises: Minority-owned businesses as defined in 13 CFR Part 124.

Project: Paradise Sewer Project Wastewater Treatment Facility

Town: Town of Paradise, a municipal corporation.

Women-Owned Business Enterprises: Women-owned businesses as defined in 13 CFR Part 127.

REQUEST FOR QUALIFICATIONS

A. INSTRUCTIONS TO PROPOSERS

A-1. INTRODUCTION

The Town of Paradise (Town or Town of Paradise) requests qualifications from experienced consultants . The Town of Paradise seeks to engage a qualified engineering design team to deliver professional services for the planning, design, and permitting of a new wastewater treatment facility (WWTF). The selected facility will utilize aerated lagoon treatment with land application discharge through percolation and evaporation ponds. This work is a critical component of the Paradise Sewer Project to restore community infrastructure following the 2018 Camp Fire and provide a fundable, permittable, and scalable wastewater solution.

The selected Proposer will become the Consultant and will work collaboratively with Town staff, the Town's Owner's Agent (HDR), and the Sewer Project Ad Hoc Committee to advance the project from 5% to 100% design and support the required environmental review process and regulatory approvals.

To design a Wastewater Treatment Facility that meets the design criteria listed below:

a) Aerated lagoon(s) secondary treatment
b) Average dry weather flow (ADWF) between 40,000 gallons per day (gpd) and 100,000 gpd
c) Peak wet weather flow (PWWF) between 100,000 gpd and 300,000 gpd
d) Influent wastewater characteristics of approximately 60-75% typical domestic wastewater and 25--40% septic tank effluent
e) Percolation/evaporation pond(s) for treated effluent discharge
f) Compliance with the requirements of State Water Resources Control Board Order WQ 2014-0153-DWQ General Waste Discharge Requirements for Small Domestic Wastewater Treatment Systems, with a high threat total nitrogen effluent limit
g) Planning level design for phased future expansions or upgrades to treat up to up to 1.0 million gallons per day (MGD) ADWF. Future expansions or upgrades may utilize different treatment methods.

Background:

Since its incorporation in 1979, the Town has sought a formal wastewater treatment solution for the community, with service for commercial and densely populated residential areas being a priority. Failed and failing septic systems create public health and environmental concerns and have limited economic growth. The Town has prepared numerous studies to address its need for a centralized wastewater treatment solution – focusing on areas of highest risk to environmental degradation associated with commercial and multi-family housing. The most recent proposed sewer service area included about 1,500 parcels, mostly along the Town's commercial and evacuation corridors, shown in dark orange (right).

Since the 2018 Camp Fire, which destroyed nearly 19,000 structures and displaced most of the Town's population, Paradise has faced the monumental task of rebuilding a safer, more resilient community. A key barrier to recovery has been the lack of a centralized sewer system, limiting the return of businesses and multi-family housing in key areas. The Paradise Sewer Project is now seen as essential infrastructure—not only to meet modern environmental standards and protect groundwater—but also to unlock long-term housing and economic recovery for the entire community.

To this end in 2022, the Town of Paradise secured $30 million for pre-construction phases of work (environmental, design, right of way, and permitting) through Community Development Block Grant Disaster Recovery Planning funds to facilitate the design phase of the Paradise Sewer Project. To augment staff capacity and bring necessary technical expertise, the Town of Paradise hired HDR to serve as their Owner's Agent in the pursuit of a full project delivery team for design and construction. The intent of this work was to continue delivery of the regional approach to the project, constructing a full collection system for 1,500 parcels in Paradise and exporting the wastewater to the City of Chico's Water Pollution Control Plant.

On October 30, 2023, staff issued a formal Request for Qualifications (RFQ 2023-005) utilizing formal selection procedures in compliance with Paradise Municipal Code, State and Federal requirements including regulations for typical federally funded projects as well as specific requirements utilizing CDBG-DR funds. The RFQ stated the scope of work for the Progressive Design Build Services and requested proposers provide their qualifications and experience and included price as a component.

As a result of that procurement, Paradise Town Council hired Mountain Cascade (contractor) and Carollo Engineers (design team) as the Progressive Design Build Team for the Paradise Sewer Project. The first step towards final project design is to establish a Basis of Design Report (BODR) which will inform the additional design phases of the project in a well thought out and consistent manner. During the BODR, the team studied all the previous Technical Memorandums, created a hydraulic model to analyze dry weather and wet weather flow rates, analyzed land uses and impacts to the system, specify pipe sizing, among other design considerations. The PDB also evaluated design alternatives within the collection system, made progress on environmental permitting and selected export pipeline alignments which minimize environmental impacts.

Concurrent to the preparation of the BODR, staff continued funding pursuits with the State Water Board Division of Financial Assistance as well as other state and federal advocacy efforts. As part of the development of the Basis of Design Report, staff learned the cost of completion of the regional project (design through system commissioning) would exceed $400M. Following critical project workshops with the State Water Board Division of Financial Assistance and Regional Water Quality Control Board, staff reached the conclusion that the project, as currently visioned, was financially infeasible.

On December 10, 2024, staff provided an update to the Town Council which shared a brief project and project cost history. Due to the complexities associated with building a ground-up utility in the lens of a recovering population base amongst historical cost increases, a revised project approach needed to be taken. Council and community feedback informed staff that the project remained critical to our recovery from the 2018 Camp Fire and that many businesses and residents are relying on its imminent completion.

On January 21, 2025, Paradise Town Council provided staff direction on project next steps to commence efforts to modify the Project Description for the Paradise Sewer Project from a regional connection to the City of Chico to a potential local treatment facility option. Further direction was provided to analyze potential alternatives for a phased project approach to reach the full intended Sewer Service Area.

Further, Council selected two Councilmembers (Mayor Steve Crowder and Councilmember Hiedi Lange) to serve on an Ad Hoc Committee, replacing the previously established Sewer Regionalization Project Advisory

Committee between the Town of Paradise, City of Chico and Central Valley Regional Water Quality Control Board.

The Ad Hoc Committee and the Town's Owner Agent solicited community and vendor input during Q1 2025 and participated in wastewater facility tours of agencies with representative treatment processes. The treatment alternatives available to the Town were narrowed down to three alternatives, which were presented at the Special Town Council on July 24, 2025:

- Alternative 1: Hybrid gravity/low-pressure collection system, aerated lagoon wastewater treatment, and percolation/evaporation pond effluent discharge.
    - A hybrid gravity and low-pressure (STEP) sewer collections system would include gravity trunk mains following primary conveyance corridors and low-elevation areas or properties connected to the primary gravity trunk mains via low-pressure service
    - Wastewater treatment using a series of aerated lagoons followed by a nitrification/denitrification process unit
    - Treated effluent discharged to percolation/evaporation pond(s) for land discharge, regulated by a Waste Discharge Regulation (WDR) permit
- Alternative 2: Hybrid gravity/low-pressure collection system, membrane bioreactor wastewater treatment facility, and percolation/evaporation pond effluent discharge.
    - A hybrid gravity and low-pressure (STEP) sewer collections system would include gravity trunk mains following primary conveyance corridors and low-elevation areas or properties connected to the primary gravity trunk mains via low-pressure service
    - Wastewater treatment using a pre-engineered, pre-manufactured membrane bioreactor treatment facility
    - Treated effluent discharged to percolation/evaporation pond(s) for land discharge, regulated by a Waste Discharge Regulation (WDR) permit
- Alternative 3: Hybrid gravity/low-pressure collection system, membrane bioreactor wastewater treatment facility, and surface water discharge.
    - A hybrid gravity and low-pressure (STEP) sewer collections system would include gravity trunk mains following primary conveyance corridors and low-elevation areas or properties connected to the primary gravity trunk mains via low-pressure service
    - Wastewater treatment using a pre-engineered, pre-manufactured membrane bioreactor treatment facility
    - Discharge treated effluent discharged to a local creek, regulated by a National Pollutant Discharge Elimination System (NDPES) permit

Alternative 1 was recommended by the Ad Hoc Committed for Town Council to approve. In the Special Town Council meeting on August 14, 2025, Town Council approved proceeding with Alternative 1.

Updated project information is available at **Paradisesewerproject.com**
Resolution adopting new project description Town of Paradise Sewer Project flyer

Funding:

In 2022, the Town of Paradise was awarded grants of $199.5 million from the U.S. Department of Housing and Urban Development's Community Development Block Grant – Disaster Recovery (CDBG-DR) program funding [administered through California's Housing and Community Development Department (HCD)] The WWTF design funding may be from, but is not limited to, CDBG-DR funding and State Water Board SRF funding.

Project Location:

The wastewater treatment and disposal facility will be located in or near the Town of Paradise, Butte County, California. Property has not yet been selected or procured by the Town for the treatment facility. Location alternatives will be evaluated and included in the Subsequent Environmental Impact Report. The consultant will contribute to technical analysis of location alternatives as part of the site selection process, in partnership with the Town and Owner's Advisor.

It is expected that the consultant will conduct most of the design work remotely. There will be a need for occasional visits to town for in-person workshops and meetings, but the consultant will be primarily located remotely.

Tentative Selection Schedule:

The following represents a tentative selection schedule for this consultant procurement process. Any change in the scheduled dates for final questions or Statement of Qualifications (SOQ) submission date will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

Advertise RFQ	September 10, 2025
Deadline for Final Questions	(no later than) 4:00 PM, October 6, 2025
SOQ Submission Date	(no later than) 4:00 PM, October 24, 2025
SOQ Evaluation & Short List Identification	Week of October 27, 2025
Short List Interviews (if conducted)	Week of November 3-7, 2025
Identify Top Ranked Proposer	November 7, 2025
Town Council Approval to Award	November 12, 2025
Negotiations and Contract Development	November 7 to December 30, 2025
Contract Approval and Execution	January 8, 2026
Town Council Approval of Contract	January 13, 2026

A-2. POINT OF CONTACT

All inquiries regarding this RFQ must be submitted through Public Purchase:

www.publicpurchase.com
RFQ NO. 2025-003

Do not contact Town departments or other Town staff directly. Information provided by other than the above contact may be invalid, and SOQs which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, addenda will be issued. All addenda for this RFQ will be distributed via the publicpurchase.com website:

https://www.townofparadise.com/pwe/page/bid-notices-rfps

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFQ. Failure of Proposer to retrieve addenda from this site shall not relieve the Proposer of the requirements contained therein. Additionally, failure of the Proposer to return a signed addendum, when required, may be cause for rejection of his/her SOQ.

A-3. MINIMUM QUALIFICATIONS

The following minimum qualifications are required:

1. The Proposer has been in business for a minimum of ten (10) consecutive years performing similar professional Engineering and Design services in the State of California.
2. The Proposer must be currently engaged in the business of the supporting critical public infrastructure projects with skilled staff in the related industries involved in project services. The Proposer has relevant experience delivering both federally and locally funded projects for local agencies.
3. Key discipline leads have appropriate professional licenses in the State of California commensurate with their proposed role on the project.
4. The Proposer has a demonstrated ability to organize and facilitate community meetings and workshops with the goal of building consensus among the attending public.
5. The Proposer has the technical ability to produce high quality, realistic 2D and 3D renderings.
6. The Proposer's project manager and key staff are available and committed to the contract length and terms.

A-4. SUBMITTAL INSTRUCTIONS

1. Your submittal package, due no later than, shall include the following:
   - One (1) original copy of your SOQ; and
   - One (1) electronic copy of your SOQ in PDF format on a flash drive; and
   - One (1) copy of your Cost Proposal in a separate, sealed envelope or package.
2. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.
3. SOQs must be submitted ONLY to:

   Town of Paradise
   Public Works|Engineering Department
   Attn: Kieran Jellema
   5555 Skyway
   Paradise, CA 95969

4. Faxed and/or emailed SOQs shall not be accepted.
5. The Town shall not be responsible for SOQs delivered to a person or location other than that specified herein.
6. Late submittals shall not be accepted or considered.

7. The Town reserves the right to waive minor defects and/or irregularities in SOQs and shall be the sole judge of the materiality of any such defect or irregularity.
8. All costs associated with SOQ preparation shall be borne by the proposer.
9. At the completion of successful cost negotiations with the top-ranked consultant, all remaining sealed envelopes containing cost proposals will be returned to consultants.
10. All SOQs shall remain firm for one-hundred-twenty (120) consecutive calendar days following the closing date for the receipt of SOQs.
11. The Proposer shall carefully review all the requirements of this RFQ and the sample standard agreement, as no modifications will be allowed. If the Proposer has any exceptions, they shall be identified in the cover letter in the SOQ.

A-5. BID PROTEST/DISPUTE

Consultants that submitted a SOQ but were unsuccessful in the attempt to obtain a contract may request, in writing, a debriefing from the Town of Paradise, Project Manager assigned to the project. The debriefing shall consist of the tabulated scores of the Consultant's evaluations by the selection committee and responses to any written questions the Consultant may have. Firms that have received a debriefing, but continue to feel aggrieved in connection with the solicitation or award of a contract may submit a protest to:

Town of Paradise
Public Works|Engineering Department
Attn: Public Works Director, Marc Mattox
5555 Skyway
Paradise, CA 95969

All protests must be made in writing, signed by an individual authorized to sign the submitted SOQ and must contain a statement of the reason(s) for the protest citing the law, rule, regulation or procedure on which the protest is based. Potential Firm capabilities, SOQ characteristics and / or pricing features that were not included in the Firm's SOQ shall not be introduced during the protest process. To be considered, the protest must be submitted within five (5) working days from the date provided on the Results Notification letter, issued by the Department. Decision(s) regarding protests will be made by the Public Works Director, in a timely manner following receipt of the bidder's written protest, and after consultation with the Town Manager, and the Town Attorney (if appropriate). Their decision will be final. The protesting bidder and any other affected bidder(s) will be notified in writing.

A-6. PUBLIC RECORDS

SOQs submitted in response to this RFQ, and the documents constituting any agreement entered into thereafter become the exclusive property of the Town of Paradise and shall be subject to the California Public Records Act (Government Code Section 7920.000 et seq.). The Town of Paradise's use and disclosure of its records are governed by this Act.

Those elements in each SOQ which proposer considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by proposer. The Town of Paradise will use its best efforts to inform proposer of any request for disclosure of any such document. The Town of Paradise, shall

not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the proposer considers exempt from disclosure, the Town of Paradise will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the Town of Paradise is required to defend an action arising out of a Public Records Act request for any of the contents of a consultant's SOQ marked "Confidential", "Proprietary", or "Trade Secret", proposer shall defend and indemnify the Town of Paradise from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To ensure confidentiality, Proposers are instructed to enclose all "Confidential, "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the SOQ documents. Because the SOQ documents are available for review by any person after award of a contract resulting from an RFQ, the Town of Paradise shall not in any way be held responsible for disclosure of any "Confidential," Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

A-7. CALIFORNIA PREVAILING WAGE REQUIREMENTS

The projects for which services may be performed described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Depending on the scope of service, prevailing wage rates may apply if work to be performed by the consultant and/or subconsultant(s) will involve on-site work such as land surveying (flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials, and so forth.

Any Consultant awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract. The Town has advised Proposers as to the applicability of such requirements and is not responsible for monitoring the Consultant's compliance. Consultant will be required to indemnify, defend and hold harmless the Town, its officers, agents, and employees from and against Consultant's failure to comply with such requirements.

California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below.

- Prevailing Wage FAQ website: www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- Prevailing Wage Determination website: www.dir.ca.gov/oprl/DPreWageDetermination.htm

A-8. MINORITY-OWNED BUSINESS ENTERPRISE (MBE)/WOMEN-OWNED BUSINESS ENTERPRISE (WBE)

Proposers must take all necessary steps to ensure that MBE/WBE have the opportunity to participate in the contract. Proposers should identify if their firm and/or if subconsultants are a MBE or a WBE in their SOQ. A good faith effort must be documented and submitted using *MBE/WBE - Good Faith Efforts* form (see Attachment B.3). Failure to meet this requirement is grounds for disqualification.

A-9. DISCLOSURE OF LOBBYING ACTIVITIES

Disclosure of lobbying activities is required for federally funded projects. Refer to Attachment B.1 entitled *Byrd Anti-Lobbying Amendment Compliance and Certification* and submit the form with the SOQ.

A-10. TASK ORDER PROCEDURE

Individual Task Orders will be issued using procedures outlined in Attachment A – *SAMPLE STANDARD CONTRACT*. This procurement is a one-step RFQ.

A-11. DISBARMENT

To the extent required by law, by submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision of the State of California or the Federal government, and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of California or the Federal government. The Proposer must not be on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar federal or state listing of debarred or ineligible parties. Proposers are required to submit Attachment B.2 *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions*.

B. SCOPE OF SERVICES

The Town of Paradise Public Works Engineering Department is seeking the services of one qualified Professional Civil Engineering firm to assist with wastewater treatment facility design and engineering based on the attached project criteria. The services which could be requested with this contract are broad within this profession and include the following:

Task 1 – Project Initiation & Coordination

- Conduct project kickoff with Town staff, Owner's Agent, and stakeholders.
- Review all prior project studies, alternatives analyses, and Basis of Design reports.
- Establish a communication and decision-making protocol, including participation in Ad Hoc Committee and public meetings as requested.
- Develop a project management plan, schedule, and quality assurance/quality control (QA/QC) plan.

Task 2 – Environmental Review Support

- Provide technical support for the Town's environmental review process under CEQA and any supplemental NEPA compliance if required by funding agencies.
- Assist with alternatives analysis and comparative environmental impacts of potential site locations and discharge methods (percolation/evaporation ponds).
- Provide engineering input for Subsequent Environmental Impact Report (EIR) sections relating to hydrology, water quality, air quality, noise, biological resources, and land use.
- Coordinate with Town staff and environmental consultants to prepare documentation for agency review and public circulation.

Task 3 – Regulatory Engagement

- Prepare and submit all required technical studies, reports, and design documents to meet requirements of the:

- Central Valley Regional Water Quality Control Board (CVRWQCB) – Waste Discharge Requirements (WDR) permit for land application (Order WQ 2014-0153-DWQ – General Waste Discharge Requirements for Small Domestic Wastewater Treatment Systems).
- State Water Resources Control Board (SWRCB), Division of Financial Assistance – compliance with Clean Water State Revolving Fund (CWSRF) and funding-related environmental and technical requirements.
- Develop technical memoranda addressing Title 22 reuse considerations, effluent monitoring, and groundwater protection.
- Participate in meetings with regulators and respond to comments to achieve timely approvals.

Task 4 – Preliminary Engineering (0–30% Design)

- Confirm facility siting and collection system connection points.
- Confirm facility design flows and loads

h) Develop process flow diagrams and preliminary site layouts.

i) Identify aesthetic alternatives and provide photo realistic 2D and/or 3D renderings.

- Size and configure lagoon cells, aeration equipment, and pond capacity for projected flows (initial 0.1 MGD with scalable expansion).
- Evaluate solids handling, sludge management, and odor control strategies.
- Conduct preliminary geotechnical investigations for pond and lagoon siting.
- Prepare preliminary cost estimates (capital and O&M).

Task 5 – Intermediate Design (30–60% Design)

- Advance lagoon and pond design, including hydraulic profiles, process modeling, and liner design.
- Design supporting facilities: influent screening, flow measurement, aeration systems, sludge removal, electrical/SCADA systems, site access, and security.
- Refine solids management and biosolids disposal approach.
- Develop grading, drainage, and stormwater control plans.
- Update cost estimates and project phasing recommendations.
- Prepare draft design submittals for review and agency coordination.

Task 6 – Advanced Design (60–90% Design)

- Incorporate Town, Owner's Agent, and regulator feedback from intermediate design.
- Complete all civil, structural, mechanical, electrical, and instrumentation/control drawings.
- Finalize lagoon and pond sizing, liner specifications, and aeration system design.
- Develop detailed site utility plans (water, power, access roads, fencing).
- Prepare draft technical specifications and design criteria report.
- Update photo realistic 2D and/or 3D renderings.
- Update cost estimate and funding package documentation.

Task 7 – Final Design (90–100% Design)

- Prepare final plans, specifications, and cost estimate (PS&E package) suitable for public bidding.
- Provide final permitting documentation for CVRWQCB WDRs and SWRCB approvals.
- Deliver O&M manuals, process control narratives, and startup commissioning plans.
- Prepare engineer's construction estimate and bidding schedule.

Task 8 – Bid & Construction Support (Optional Services)

- Support the Town during bid phase, including contractor RFI responses and addenda preparation.
- Provide construction phase engineering services, including submittal reviews, field inspections, startup testing, and operator training.

Deliverables

- Project management plan, schedule, and QA/QC plan.
- Preliminary engineering technical memoranda and cost estimates.
- Environmental review technical input reports (hydrology, groundwater, water quality, etc.).
- Submittals at 30%, 60%, 90%, and 100% design stages.
- Final PS&E package and engineer's estimate.
- Permitting support documents (WDR application, monitoring plan, groundwater study).
- O&M manuals and startup procedures.

Coordination & Meetings

- Biweekly project meetings with Town staff and Owner's Agent.
- Monthly coordination calls with CVRWQCB and SWRCB.
- Participation in Ad Hoc Committee and Town Council briefings, as requested.
- Public engagement support, including providing technical materials for community meetings.

Schedule

The design phase is anticipated to span 12-18, with concurrent environmental review and permitting to enable project readiness for construction funding applications.

C. SOQ FORMAT REQUIREMENTS

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

All copies of the SOQ should be bound or contained in a loose-leaf binder. Document pages shall be 8.5 x 11 inches. An occasional 11" x 17" sheet folded to 8.5" x 11" may be used for exhibits or graphics (narratives are to be excluded). Documents shall include section dividers, tabbed in accordance with this Section, as specified in the subsections below. Dividers shall be free of narrative content. Attachments (if needed) may be included and will count toward the maximum page limit.

SOQs shall be a maximum of twenty-four (24) single-sided pages or twelve (12) double-sided pages [exclusive of: the title page, cover letter, table of contents, staff resumes, client references, required forms (Attachment B)], addenda acknowledgement forms, and tabbed section dividers). If used, 11" x 17" shall be limited to two (2) single-sided pages. Each single-sided 11" x 17" will count as two (2) pages (blank back

sides do not count towards total page count). Font size shall be eleven (11) or larger, and type shall be Times New Roman, Arial, Aptos, Calibri, or Cambria. Margins shall be a minimum of one-half inch (1/2") on all sides.

The SOQ shall include the following sections in order:

C-1. TITLE PAGE

The Title Page (front cover) shall identify the RFQ number, title, the name of the respondent's firm, address, and date.

C-2. COVER LETTER

Please include a cover letter (two pages max) describing your firm's interest and commitment to providing service. The cover letter should refer to this RFQ by number, title and date and shall include the name, email address, and telephone number of a contact person within your company. Include a statement that your proposal is a firm offer to enter into a binding contract with the Town in accordance with the provisions of this RFQ and shall remain valid for a period of not less than one-hundred-twenty (120) days from the date of submittal.

The cover letter shall be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ.

- SOQs submitted on behalf of a general Partnership shall be signed in the firm name by a general partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the SOQ a Power-Of-Attorney evidencing authority to sign SOQs, dated the same date as the SOQ and executed by all partners of the firm.
- SOQs submitted on behalf of a limited partnership shall be signed by the Managing Partner.
- SOQs which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer. If not the President or Vice-President signing, then there must be a resolution of the corporation authorizing such a person to sign.
- SOQs which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style. The person authorized by the firm to negotiate a contract with the Town must sign the cover letter.

C-3. TABLE OF CONTENTS

The SOQ must include a table of contents that clearly identifies material by section and page number.

C-4. EXECUTIVE SUMMARY

Company Background

Provide a brief summary and profile of the consultant's qualifications in relation to the requested services described in Item B "Scope of Service" of this RFQ. Include subconsultants on your team, if any. If you will use subconsultants, identify the services which would be completed by your staff and the services completed by theirs.

Your summary and profile should include: a brief history of the consultant, office location(s), services offered, expertise relevant to the requested scope, and size and availability of staff to commit to the project.

Qualifications

A summary of the consultant's qualifications should address each of the minimum qualifications described in Item A-3 "Minimum Qualifications" of this RFQ. This section may also highlight additional qualifications if relevant to the Scope of Service.

Relevant Project Experience

List and provide a narrative summary of related project experience. Include a project description, funding source, and services rendered. Discuss whether the services were completed on time and within budget.

C-5. SCOPE OF SERVICE

Provide a well-conceived scope of service. The scope shall provide enough detail to distinguish the types of tasks which the Consultant anticipates to perform for the duration of the contract. Include a full description of major tasks, subtasks and listing of deliverables.

The scope provided herein, including any service items added, omitted, and/or modified during agreement negotiation, will be inserted into the Consultant agreement as EXHIBIT A entitled *SCOPE OF SERVICES*. Refer to ATTACHMENT A entitled *SAMPLE STANDARD CONTRACT* for a sample agreement and its respective exhibits.

C-6. METHODOLOGY OVERVIEW AND APPROACH

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFQ. Discuss your proposed process from project beginning to end, and your team's approach to meeting the objectives described above in the Scope of Services. The Methodology Section should include:

1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFQ; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

C-7. STAFFING PLAN AND ORGANIZATIONAL CHART

The SOQ should provide a staffing plan that shows anticipated staffing for the duration of the contract. Identify all positions available for the project and their responsibility. Include an organizational chart showing the structure of your firm and subconsultants, if applicable. Specific project managers and their teams should be represented to show the ability to run multiple project teams, if required.

Provide a brief resume for each key staff member including their education background, licensing, certification, availability, and project experience.

C-8. REFERENCES

Provide at least three (3) client references (names and current phone numbers) from recent work involving federal funding (previous five years) similar to this scope of services. Include a brief description of each project associated with the references and the role of each team member.

C-9. DESIGN AND SURVEY COMPATIBILITY STANDARDS

By submitting a response to this RFQ, Proposers agree to follow and adhere to the Town's Capital Project Services Design Standards and Survey Requirements.

C-10. REQUIRED FORMS

This section of your SOQ must include the following required forms due at the time of SOQ in accordance with this RFQ:

- *Byrd Anti-lobbying Amendment Compliance and Certification (Attachment B.1)*
- *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment B.2)*
- *Consultant/Contractor Good Faith Effort (Attachment B.3)*

In addition to these forms, a cost proposal listed in Item D. *Cost Proposal* is due at the time of SOQ.

D. COST PROPOSAL

Your cost proposal shall include a schedule of fixed hourly, daily, weekly, or monthly rate, for each class of employee engaged directly in the work in Specified Rates of Compensation format. It shall include the consultant's estimated costs and net fee (profit). The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. The schedule shall include all proposed staff and reimbursable services to complete task orders which could be assigned as a result of this contract.

All cost proposals shall be signed and dated, by an officer empowered by the firm, in accordance with Item A-4 *Submittal Instructions* of this RFQ. Cost proposals are due at the time of SOQ submission.

Please note that the unit costs for per diem expenses and mileage reimbursement shall be equivalent to the current rate set forth by the United States General Services Administration. The current mileage rate can be found at the following link: https://gsa.gov/mileage.

E. CONSULTANT SELECTION PROCESS

It is the Town's intent to select the consultant that presents the best qualifications, scope understanding, and whose SOQ best accomplishes the desired results. This determination will be made by the Town in its sole discretion. The consultant(s) submitting the top-ranked SOQ may be invited for interviews.

Federal law requires selection of A&E contract services on the basis of demonstrated competence, and professional qualifications. Negotiations begin with the most qualified consultants. Should negotiations

result in a price the Town considers not to be fair and reasonable, negotiations shall be formally terminated, and the Town shall then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations shall be formally terminated, and the Town shall then undertake negotiations with the third most qualified consultant, etc. until the price is determined to be fair and reasonable by the Town (California Government Code, Chapter 10, Sections 4525 through 4529.5).

Consultants will be evaluated in accordance with the subsections below.

F. EVALUATION CRITERIA

1. Completeness of Response (15 Points)

a) Adherence to instructions in the RFQ.
b) Clear and comprehensive understanding of all aspects of the potential scope of work.
c) Overall quality and thoughtfulness of the SOQ.
d) Demonstrated ability to identify and understand the challenges and potential solutions involving all phases of the projects, including right-of-way.

2. Experience and Qualifications (40 Points)

a) Past performance on Town or other public agency projects.
b) Possesses and discusses each of the minimum qualifications in item A-3 *Minimum Qualifications*.
c) Considers the team's experience, ability, and qualifications to perform the work.
d) Considers the subcontractor's ability, if applicable.
e) Experience providing A & E services on projects of similar size, cost, and scope.
f) Considers the capability of the consultant to provide a broad range of services identified in this RFQ.

3. Ability to Meet Project Timelines (15 Points)

a) Considers the staffing and stability of the team, and the availability to quickly commit staff to the project.
b) Ability to predict and overcome schedule challenges early in the project timeline.

4. Project Methodology & Approach (15 Points)

a) Considers the consultant's familiarity with the Town and its on-going capital improvement projects.
b) Considers the consultant's understanding and ability to meet the project needs outline in item N – Scope of Services.

5. Familiarity and Experience with Local, State, and Federal Procedures (15 Points)

a) Strong experience with local, state and federally funded projects.
b) Ability to complete and submit required environmental documents/permits in compliance with local, state and federal environmental regulations.

TOTAL POINTS (100)

Reference checks will be performed by the selection committee for the top-ranked consultants.

G. SELECTION PROCEDURES

SOQs will be reviewed for responsiveness and screened by a selection committee in accordance with the above criteria. The consultant(s) submitting the top-ranked SOQ may be invited for interviews, which, if desired by the Town selection committee, will assess an additional 25 points to the RFP's possible 100 points. At least seven calendar days' notice will be given for exact interview dates and times and the Town will endeavor to schedule the interview based on firm's availability.

Interviews, if held, will be scored as follows:

c) Presentation by Team (10 Points)

d) Q&A Responses to Panel Questions (15 Points)

TOTAL POINTS (25)

TOTAL POINTS RFQ RESPONSE + INTERVIEWS (125)

The Town reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the SOQ should be submitted initially on the most favorable terms that the consultant might propose.

The Town reserves the right to award a contract to the consultant that presents the best qualifications and whose SOQ best accomplishes the desired results.

The Town reserves the right to reject any or all SOQs, or to waive minor irregularities in said SOQs, or to negotiate minor deviations with the successful consultant. In the case of differences between written words and figures in a SOQ, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The Town will notify all proposers whether or not they are selected for the subject work.

The selected consultant should note that individual projects or phases of work may still be contracted out through a separate request for qualifications process if deemed to be in the best interest of the Town.

All Proposers are responsible for the costs of submission of a proposal. Such costs will not be reimbursed by the Town and may not be included in the proposed cost of services.

ATTACHMENTS

A. ATTACHMENT- SAMPLE STANDARD CONTRACT

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

_____

Consultant

PARADISE SEWER PROJECT: WASTEWATER TREATMENT FACILITY DESIGN SERVICES

Varies
Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between Town of Paradise and the following named, hereinafter referred to as, CONSULTANT:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (*NAME OF STATE*)

The Project Manager for the "CONSULTANT" will be *(NAME)*

The Contract Administrator for the Town of Paradise will be Marc Mattox, Public Works Director/Town Engineer.

A. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated *(DATE)*. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

B. **INDEMNITY AND DEFENSE**

1. Indemnity

   To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless Town and any and all of its officials, employees and agents as well as any other entities specified by Town ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant , its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to

indemnify and hold harmless TOWN OF PARADISE shall not extend to the TOWN OF PARADISE's sole or active negligence and shall not extend beyond the Consultant's percentage of fault.

2. Duty to Defend

In the event the TOWN OF PARADISE, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by TOWN OF PARADISE, CONSULTANT shall defend the TOWN OF PARADISE at CONSULTANT's cost or at TOWN OF PARADISE's option, to reimburse TOWN OF PARADISE for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by TOWN OF PARADISE is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and TOWN OF PARADISE, as to whether liability arises from the sole or active negligence of the TOWN OF PARADISE or its officers, employees, or agents, CONSULTANT will be obligated to pay for TOWN OF PARADISE's defense until such time as a final judgment has been entered adjudicating the TOWN OF PARADISE as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

C. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated *(DATE)*. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of TOWN OF PARADISE.

E. TOWN OF PARADISE is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the TOWN OF PARADISE as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds TOWN OF PARADISE harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the TOWN OF PARADISE. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the TOWN OF PARADISE.

H. CONSULTANT shall be as fully responsible to the TOWN OF PARADISE for the negligent, reckless or willful misconduct of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

J. The consideration to be paid to CONSULTANT as provided herein, 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.

K. CONSULTANT shall comply with the provisions of this AGREEMENT and additional federal provisions in Exhibit E of this agreement. In the event of a conflict between any provisions of Exhibit E, the more stringent provisions shall control and prevail.

L. CONSULTANT shall comply with the requirements of State prevailing wage law as required by law and as set out in this AGREEMENT.

M. All days set out herein are calendar days unless otherwise specified.

N. All Exhibits are incorporated into this AGREEMENT as if fully set forth herein.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit written progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for TOWN OF PARADISE's Contract Administrator or Project Coordinator 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 TOWN OF PARADISE's Contract Administrator or Project Coordinator, as needed, and upon request, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT shall provide On-Call Engineering Services, described in Exhibit A entitled "SCOPE OF SERVICES".

ARTICLE IV PERFORMANCE PERIOD

A. Exhibit C is the "SCHEDULE OF PERFORMANCES". This AGREEMENT shall go into effect on DATE, contingent upon approval by Town of Paradise, and CONSULTANT shall commence work after notification to proceed by the Town of Paradise's Contract Administrator. The AGREEMENT shall end on DATE, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT.

B. No recommendation for AGREEMENT award is binding on the Town of Paradise until the AGREEMENT is fully executed and approved by Town Council of the Town of Paradise and the Contract Administrator has issued a written Notice to Proceed.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term of this AGREEMENT shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. Unless otherwise agreed for a Task Order, CONSULTANT will be compensated for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal, described in Exhibit B entitled "COMPENSATION". The specified hourly rates shall include all costs, including but not limited to direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order when presented along with documentation of such costs acceptable to the Town.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders by the Contract Administrator.

D. After a project to be performed under this AGREEMENT is identified by the Town of Paradise, the Town of Paradise will prepare a draft Task Order without the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the

negotiable items and total cost; the finalized Task Order shall be signed by both the Town of Paradise and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal. If applicable, CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. Reimbursement for transportation and subsistence costs shall not exceed State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by the Town of Paradise and notification to proceed has been issued by the Town of Paradise's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to the Town of Paradise signed by an authorized representative of the Town of Paradise. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Town of Paradise.

K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

L. The total amount payable by the Town of Paradise for an Individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

M. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

N. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT or to exceed the scope of work under this AGREEMENT.

j) The total amount payable by the Town of Paradise for all Task Orders resulting from this AGREEMENT shall not exceed $**TBD**. It is understood and agreed that there is no guarantee, either express or

implied that this dollar amount will be authorized under this AGREEMENT through Task Orders. OPTION 1B – If Task Orders will be written and PREVAILING WAGES DO APPLY, use the following paragraphs A, B, C & D. See Exhibit F for prevailing wage requirements.

J. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the Town of Paradise's Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) days after the performance of work for which CONSULTANT is billing or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, according to phase, and funding source on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and task order. Credits due to the Town of Paradise that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to the Town of Paradise's Contract Administrator at the following address:

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

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by TOWN OF PARADISE with or without cause, provided that TOWN OF PARADISE gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. TOWN OF PARADISE may temporarily suspend this AGREEMENT, at no additional cost to TOWN OF PARADISE, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If the TOWN OF PARADISE gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to TOWN OF PARADISE for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined. Notwithstanding, Consultant shall be liable only to the extent of Consultant's negligent, reckless or willful misconduct.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT for all correctly completed work. Upon termination, TOWN OF PARADISE shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. Such materials may not be withheld until payment is received.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also shall comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to TOWN OF PARADISE.

D. When a CONSULTANT or subconsultant is a 501(c)(3) Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and TOWN OF PARADISE shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. The Town of Paradise, HCD, HUD, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by the Town of Paradise's Finance Director.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by the Town of Paradise's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the TOWN OF PARADISE will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, 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 work paper review it is CONSULTANT's responsibility to ensure federal, TOWN OF PARADISE, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by TOWN OF PARADISE Contract Administrator 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 AGREEMENT by this reference if directed by TOWN OF PARADISE at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, TOWN OF PARADISE or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the TOWN OF PARADISE Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, TOWN OF PARADISE will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to TOWN OF PARADISE final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of TOWN OF PARADISE; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO TOWN OF PARADISE no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between TOWN OF PARADISE and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the TOWN OF PARADISE and any subconsultants, and no subconsultant agreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the TOWN OF PARADISE for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the TOWN OF PARADISE's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the TOWN OF PARADISE Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subconsultant agreement entered into as a result of this AGREEMENT, shall make all the provisions stipulated in this entire AGREEMENT applicable to subconsultants unless otherwise agreed by the TOWN OF PARADISE.

D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the TOWN OF PARADISE.

E. Any substitution of subconsultants must be approved in writing by the TOWN OF PARADISE Contract Administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The TOWN OF PARADISE may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the TOWN OF PARADISE, of the contract work, and pay retainage to CONSULTANT based on these acceptances.

No retainage will be withheld by the TOWN OF PARADISE from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be

construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSUTLTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by TOWN OF PARADISE's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($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 approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by TOWN OF PARADISE's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. 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 five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, TOWN OF PARADISE shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit TOWN OF PARADISE 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 TOWN OF PARADISE procedures; and credit TOWN OF PARADISE 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 TOWN OF PARADISE and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by TOWN OF PARADISE. The Parties shall divide the cost of such appraisal equally.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations

applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at TOWN OF PARADISE construction sites, at TOWN OF PARADISE facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve TOWN OF PARADISE projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by TOWN OF PARADISE representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to TOWN OF PARADISE, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the TOWN OF PARADISE Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by TOWN OF PARADISE shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform TOWN OF PARADISE of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, the CONSULTANT shall, as a penalty to TOWN OF PARADISE, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by TOWN OF PARADISE from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the TOWN OF PARADISE Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the TOWN OF PARADISE a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or

subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

   c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

   d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, TOWN OF PARADISE shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If TOWN OF PARADISE determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if TOWN OF PARADISE did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due

the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by TOWN OF PARADISE.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the TOWN OF PARADISE, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the sub agreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with TOWN OF PARADISE that may have an impact upon the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing TOWN OF PARADISE construction project which will follow.

B. CONSULTANT certifies that it has disclosed to the TOWN OF PARADISE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise TOWN OF PARADISE of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either TOWN OF PARADISE ordinance or State law.

C. The 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 AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

E. Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the CONSULTANT, or its designee or agents, may obtain a financial interest or benefit from a CDBG-DR assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to CDBG-DR assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for 1 year thereafter.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING TOWN OF PARADISE, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his, her or its knowledge and belief, that:

1. No State, Federal, or TOWN OF PARADISE appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by TOWN OF PARADISE to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the TOWN OF PARADISE upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or TOWN OF PARADISE shall require to ascertain compliance with this clause.

E. 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.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin. In administering the TOWN OF PARADISE components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. 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.

B. Any exceptions to this certification must be disclosed to TOWN OF PARADISE. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining

responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FEMA, FHWA, and/or HUD, whichever Department(s) is relevant to the Task Order.

ARTICLE XVIII INSURANCE

Consultant shall provide Insurance as described in Exhibit D entitled "INSURANCE REQUIREMENTS".

A. Prior to Agreement execution, CONSULTANT shall furnish the Town of Paradise with a Certificate of Insurance evidencing the insurance types and requirements set forth in Exhibit D.

B. The Town of Paradise will not be responsible for any premiums or assessments on any insurance policy.

C. The required insurance listed in Exhibit D shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year.

D. New Certificates of Insurance are subject to the approval of the Town of Paradise. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the Town of Paradise may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XIX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT 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 AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the TOWN OF PARADISE for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or TOWN OF PARADISE governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. TOWN OF PARADISE has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS

A. This AGREEMENT 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 TOWN OF PARADISE'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 AGREEMENT without prior written approval by TOWN OF PARADISE's Contract Administrator.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT 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, TOWN OF PARADISE has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of TOWN OF PARADISE's Contract Administrator and the Town Manager, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by TOWN OF PARADISE Town Council 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 AGREEMENT.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit TOWN OF PARADISE, the State, and FEMA, FHWA, and HUD if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIV 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 TOWN OF PARADISE Safety Officer and other TOWN OF PARADISE 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 Vehicle Code §591, TOWN OF PARADISE 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.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXV OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the TOWN OF PARADISE, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the TOWN OF PARADISE.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein,

including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the Town for another project or project location shall be at Town's sole risk.

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. TOWN OF PARADISE may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FEMA, FHWA, and HUD 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.

ARTICLE XXVI CLAIMS FILED BY TOWN OF PARADISE's CONSTRUCTION CONTRACTOR

A. If claims are filed by TOWN OF PARADISE'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 TOWN OF PARADISE'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 TOWN OF PARADISE considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from TOWN OF PARADISE. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with TOWN OF PARADISE's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to TOWN OF PARADISE's operations, which are designated confidential by TOWN OF PARADISE and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by TOWN OF PARADISE relating to the AGREEMENT, 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 AGREEMENT or TOWN OF PARADISE's actions on the same, except to TOWN OF PARADISE's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, 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 AGREEMENT without prior review of the contents thereof by TOWN OF PARADISE, and receipt of TOWN OF PARADISE'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 TOWN OF PARADISE, and/or FEMA, FHWA, or HUD. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVIII CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Consultant must take the affirmative steps listed below when subcontracting to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

A. Affirmative steps must include:
   1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
   2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
   4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
   5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §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 XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by TOWN OF PARADISE. 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 AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE TOWN OF PARADISE TO CONSULTANT

The TOWN OF PARADISE shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the TOWN OF PARADISE fails to pay promptly, the TOWN OF PARADISE shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgement remain unsatisfied. Upon receipt of a payment request, the TOWN OF PARADISE shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the TOWN OF PARADISE as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by personal delivery, five calendar days after deposit in the U.S. Mail (first class postage) or by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Consultant
(Name), Project Manager
Address

TOWN OF PARADISE: Town of Paradise
Marc Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named TOWN OF PARADISE, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which 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 AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

TOWN OF PARADISE **A Municipal Corporation**	**_____** **Consultant**
By:_____ Town Manager Name:	By: _____ Title: Address:
APPROVED AS TO FORM:	**ATTEST:**
By:_____ Scott Huber, Town Attorney	By:_____ Melanie Elvis, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies
Budget Account Number

Scope of Work Description:

INSERT CONSULTANT SCOPE OF SERVICE

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT B COMPENSATION

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies
Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown below:

Approved ICRs are fixed for the life of the contract.

INSERT CONSULTANT COST PROPOSAL

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT C SCHEDULE OF PERFORMANCES

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies
Budget Account Number

The Provider shall complete all services in accordance with the Attachment which set for the specific services and completion schedules.

INSERT CONSULTANT SCHEDULE

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT D INSURANCE PROVISIONS

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services
Project Title

Varies
Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

Consultant shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Consultant, Consultant's agents, representatives, employees and subconsultants. Before the commencement of work, Consultant shall submit Certificates of Insurance and Endorsements evidencing that consultant has obtained the following forms of coverage:

k) MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$4,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) **Excess Liability:** Consultant shall maintain excess liability coverage of $1,000,000.

3) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

4) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **$1,000,000** per accident for bodily injury and disease. *(Not required if Consultant provides written verification, he or she has no employees.)*

5) **Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant's profession, with limits no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

TOWN OF PARADISE reserves the right to request additional coverage for specific Task Orders.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) Additional Insured Status: The Town of Paradise, its officers, officials, employees and volunteers as well as the State of California, its officers, agents, and employees and other entities as directed by the Town are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used).

2) Primary Coverage: For any claims related to this contract, Consultants insurance coverage shall be primary and non-contributory and at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. This requirement shall also apply to an Excess or Umbrella liability policies.

3) Umbrella or Excess Policy: The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess policies shall provide all of insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least a 30-day notice to the Town.

C. WAIVER OF SUBROGATION: Consultant hereby grants to Town a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Town by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention (SIR) may be satisfied by either the named insured or Town. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention or deductible that exceeds $25,000 unless approved in writing by the Town. Any and all deductibles and self-insured retention shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The Town may deduct from any amounts otherwise due Contract to fund the SIR/deductible. Policies shall

NOT contain any SIR provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause and a copy of the Declarations and Endorsement Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the Entity before contract execution. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONSULTANTS: Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the Town is an additional insured on insurance required from subconsultant.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT E ADDITIONAL FEDERAL PROVISIONS

HUD FUNDED, FEMA FUNDED, AND/OR FHWA FUNDED PROJECTS

_____

Consultant

Paradise Sewer Project: Wastewater Treatment Facility Design Services

Project Title

Varies

Budget Account Number

Expense Contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Agreement:

1. Remedies:

A. Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

B. Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars ($100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Consultant under this Contract or any other Contract between the Town and the Consultant.

2. Compliance with State and Federal Laws and Regulations

The Contractors shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and procedures established by the HCD for the administration of the DR-Infrastructure programs, as the same may be amended from time to time.

3. CDBG-DR Requirements

Consultant shall be in compliance with CDBG-DR requirements, the 2018 DR-Infrastructure Policies and Procedures.

4. "Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58)

The "Anti-kickback Act of 1986" provides that the Town and the Consultant shall be prohibited from attempting as well as completing "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

As applicable, documentation shall be maintained that demonstrates compliance with hour and wage requirements for this section and submitted upon request to the Town.

A. *Overtime requirements*. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. *Withholding for unpaid wages and liquidated damages*. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. *Safety requirements*. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

6. Davis-Bacon Act (Title 29 CFR, Subtitle A, Parts 1, 3, and 5)

The Consultant must abide by the Davis-Bacon Act as amended (40 U.S.C 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week.

7. Environmental Compliance

A. The Consultant shall comply with the California Environmental Quality Act (CEQA) requirements as applicable.

B. The Consultant agrees to comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements, specified in said Section 114 and Section 308, and all applicable standards, orders, regulations and guidelines issued thereunder. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. The Consultant shall comply with the requirements of the Clean Air Act, 42 U.S.C. 1857, *et seq.*, as amended, and all applicable standards, orders and regulations. Violations must be reported to

the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. The Consultant shall comply with EPA regulation pursuant to 40 CFR Part 50, as amended.

E. The Consultant shall comply with HUD regulation pursuant to 24 CFR Part 58.

F. The Consultant shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

G. The Consultant shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. The Consultant shall also comply with Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

H. The Consultant and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387), the Environmental Protection Agency (EPA) regulation pursuant to 40 CFR Part 50 as amended, the HUD regulation pursuant to 24 CFR Part 58, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the National Historic Preservation Act of 1966 as amended 16 U.S.C. 470, the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set form in 36 CFR Part 800 (Advisory Council on Historic Preservation Procedures for Protection of Historic Properties. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback'' Act (40 U.S.C. 3145*)* provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Town or the Contractor must comply with the requirements of 37 CFR Part 401, ''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

10. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the Town of Paradise and understands and agrees that the Town of Paradise will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the Town of Paradise and understands and agrees that the Town of Paradise will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

11. Energy Efficiency

Contractor will comply with all standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. Suspension and Debarment

The Town does not employ vendors or contractors or award contracts to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspensions". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See Attachment B.2– Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

13. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Consultants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See the certification in Attachment B.1.

14. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program . The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

The Contractor also agrees to comply will all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Pursuant to 30 CFR 247.2, this clause shall apply to items purchased under this Agreement where: (1) Consultant purchases in excess of $10,000 of the item under this contract; (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

15. Additional HUD Requirements (CDBG-DR):

A. Equal Opportunity Requirements and Responsibilities

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1065 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The obligations undertaken by Subrecipient include, but are not limited to, the obligation to comply with

all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time. The consultant, performing work under this contract, shall follow these laws and regulations:

1. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

2. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

3. **Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.

4. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

5. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

6. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

7. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

8. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the

Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

9. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

10. **Executive Order 12259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

11. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.

12. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.

13. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

14. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

B. Minority Business Enterprises and Women's Business Enterprises

The Consultant must take affirmative steps to assure that minority business enterprises and women's business enterprises are used when possible. The affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. Relocation, Displacement, and Acquisition

The Contractor shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations adopted to implement the Act in 24 CFR Part 42, 49 CFR Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 as they are applicable.

D. Consultant Agreements:

A. Consultant shall:
   1. Perform the Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
   2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by the HUD/HCD, as determined by the particulars of each individual Project will be required.
   3. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
   4. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.
   5. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.
   6. Compliance with the applicable Equal Opportunity Requirements described in Exhibit E, Section 12 of this Agreement.

B. Consultants and Subconsultants shall follow the Drug-Free Workplace Act of 1988, which include the items below:
   1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
   2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any

available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

E. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts Rev. 3/03)

1. This contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
2. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
3. The Town has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

F. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the federal Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

G. Construction Standards

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157)
The Architectural Barriers Act (ABA) stands as the first measure by Congress to ensure access to the built environment for people with disabilities. The law requires that buildings or facilities that were designed, built, or altered with federal dollars or leased by federal agencies after August 12, 1968, be accessible.

California Green Buildings Standards Code (CALGreen) (Title 24, Part 11 of the California Code of Regulations)
All new construction of residential buildings or reconstruction of substantially damaged buildings must incorporate California Green Buildings Standards Code (CALGreen).

Sustainability Requirements

All rehabilitation, reconstruction, and new construction must be designed to incorporate principles of sustainability, including water and energy efficiency, resilience, and mitigating the impact of future disasters. Wherever feasible, the Subrecipient, Subrecipient's and Contractors must follow best practices, such as those provided by the U.S. Department of Energy.

National Floodplain Elevation Standards

Subrecipients and Contractors must comply with the national floodplain elevation standards for new construction, repair of substantially damaged structures, or substantial improvements to public facilities in flood hazard areas. All structures designed for public facilities use within a special flood hazard area (SFHA), or one percent annual chance, floodplain will be elevated with the lowest floor at least two feet above the base flood elevation level and comply with the requirements of 83 FR 5850 and 83 FR 5861.

Wildland-Urban Interface Building Codes (WUI Codes)

All Approved Projects under this program that are located in a CAL FIRE high fire zone must comply with applicable WUI codes, found in Title 24, Chapter 7a of the California Building Code, which offer specific material, design and construction standards to maximize ignition resistance.

16. Federal labor Standards Provisions

Davis-Bacon Act (40 U.S.C. §§ 31413148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over $2,000.

"Anti-Kickback Act of 1986" (41 U.S.C. §§ 51-58), which prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. § 3702), which requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5, which are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Town for review upon request. Consultant shall be responsible for monitoring all subcontractors, as applicable, for compliance with these provisions.

17. State Prevailing Wages

A. The Subrecipient shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [LC Section 1720-1743] pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations are met.

B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "Construction Contract"). Where the Construction Contract will be between the Subrecipient and a licensed building contractor, the Subrecipient shall serve as the "awarding body" as that term is defined in the LC. Where the Subrecipient will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, HCD may require a certification from the awarding body that prevailing wages have been or will be paid.

C. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in LC Section 1770-1784 or the Davis-Bacon Wage Determination.

18. Agreements with Contractors

A. The Subrecipient shall not enter into any agreement, written or oral, with any Contractor or other party without the prior determination that the Contractor or other party is eligible to receive federal funds and is <u>not</u> listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

The terms “other party” is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive Grant Funds from a Subrecipient to undertake Approved Projects.

B. An agreement between the Subrecipient and any Contractor or other party shall require:

1. Compliance with all State and federal requirements described in this Agreement including without limitation those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.

2. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Project activities.

3. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the Approved Project activities.

4. Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 10 of this Agreement.

C. Contractors shall:
   1. The Approved Project activities in accordance with federal, state, and local regulations, as are applicable.
   2. Provide security to assure completion of the Approved Project(s) by furnishing the borrower and construction lenders with proof of sufficient insurance and performance and payment bonds, or other security approved in advance in writing by HCD, as determined by the particulars of each individual Project will be required.

D. Contractors and Subcontractors: Drug-Free Workplace Act of 1988
   1. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

   2. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.

   3. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

   4. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

   5. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

   6. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

19. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

A. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives and comply with all insurance requirements. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

   The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

B. Danger Signals and Safety Devices: The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. The Contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public.

C. Protection of Lives and Health: The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as reasonably necessary.

20. Additional FEMA Requirements

A. Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with Town Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

B. Access to Records

The following access to records requirements shall apply to this Contract:

1. The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Town of Paradise and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

C. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

D. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

E. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

F. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

21. Additional FHWA Requirements:

A. Title VI Assurances:

1. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. Withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

2. CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

3. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate

such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non- discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

4. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

B. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statues and authorities, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. **§** 2000 et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. **§** 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. **§** 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. **§** 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful

access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ATTACHMENT- B. REQUIRED FORMS

B.1 Byrd Anti-Lobbying Amendment Compliance and Certification

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the "Byrd Anti-Lobbying Amendment".

The undersigned certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official:_____

Name and Title of Consultant's Authorized Official:_____

Date: _____

B.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. The Consultant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Consultant is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors or similar Federal or state listing of debarred or ineligible parties.

Where the Consultant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant Name:

Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

CONSULTANT/CONTRACTOR GOOD FAITH EFFORTS

RFP/RFQ No.:

PROPOSAL DUE DATE:

The above referenced RFP/RFQ has affirmative steps to assure that minority business enterprises (MBEs) and women's business enterprises (WBEs) are used when possible. Consultants and Contractors submit the following information to document their good faith efforts with your proposal.

Please attach additional sheets as needed.

A. The names and dates of each publication in which a request for MBE/WBE participation for this contract was placed by the consultant or contractor (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to MBEs/WBEs soliciting subconsultants for this RFP/RFQ and the dates and methods used for following up initial solicitations to determine with certainty whether the MBEs/WBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Name of WBE/MBE Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to MBE/WBE firms including those divided up into smaller tasks to permit maximum participation.

Items of Work	Breakdown of Items

D. The names, addresses, and phone numbers of rejected MBE/WBE firms and the reasons for the Consultant's/Contractors rejection of the MBE/WBE.

E. Efforts (e.g., in advertisements and solicitations) made to assist interested MBEs/WBEs in obtaining information about the RFP/RFQ for the work which was provided to MBEs/WBEs:

F. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using MBE/WBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, webpages, etc.):

Name of Agency/Organization	Method/Date of Contact

G. Any additional data to support a demonstration of good faith efforts: