



# **Town of Paradise Town Council Meeting Amended Agenda 6:00 P.M. – October 9, 2018**

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**Town Hall Council Chamber, 5555 Skyway, Paradise, CA**

Mayor, Jody Jones  
Vice Mayor, Greg Bolin  
Council Member, Scott Lotter  
Council Member, Melissa Schuster  
Council Member, Mike Zuccolillo

Town Manager, Lauren Gill  
Town Attorney, Dwight L. Moore  
Town Clerk, Dina Volenski  
Community Development Director, Craig Baker  
Administrative Services Director/Town Treasurer, Gina Will  
Asst. Town Manager/Public Works Director/Town Engineer,  
Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, David Hawks  
Chief of Police, Eric Reinbold

## **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. Introduction of New Police Chief - Eric Reinbold
- 1f. p5 Proclamation - Recognizing October as Domestic Violence Awareness Month - Catalyst Domestic Violence
- 1g. Presentation - Town of Paradise Fuel Reduction, Fire Safety Preparedness and Evacuation Plans
- 1h. Presentation - State of the Town - Mayor Jones

## 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. p6 Approve minutes of the September 11, 2018 Town Council meeting.
- 2b. p11 Approve September 2018 Cash Disbursements in the amount of \$1,082,664.23.
- 2c. p18 Award the contract for the Animal Control Waste Removal Contract to Koefran Services, Inc., in the amount of \$1,200 per month for up to six years; and, Authorize the Town Manager to execute a contract with Koefran Services, Inc., relating to the Animal Control Waste Removal and to approve additional expenditures due to annual rate adjustments not exceeding 5% per year.
- 2d. p26 Adopt Resolution No. 18-40, authorizing the acceptance of the donation of twenty-seven (27) Knox KeySecure 5 systems from Paradise Unified School District including installation.
- 2e. p29 1. Approve the FEMA, Fire Prevention & Safety Grant Award to the Town of Paradise and authorize the finance director to advance funds for completing the terms of the grant with the understanding that those funds will be reimbursed by FEMA through the grant; and, 2. Approve recommended budget adjustments allowing the grant expenses to be tracked in fund 2299 Grants Miscellaneous One Time and for the \$1,514 matching requirement to come from the General Fund 1010.
- 2f. p57 1. Declare the described vehicle equipment and office items as surplus property; and, 2. Adopt Resolution No. 18-41, A Resolution of the Town Council of the Town of Paradise declaring certain Town Equipment to be surplus and obsolete and authorizing disposal through sale or donation by the Town Manager or her designee.
- 2g. p59 1. Authorize the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Capture Technologies to upgrade the Paradise Police Department Emergency phone recording system; and,

2. Authorize the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Capture Technologies to upgrade the Paradise Police Department multi-channel Non-Emergency Phone and Radio recording system; and,

3. Authorize the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Infinite Consulting Services to replace the Paradise Police Department Dispatch Phone and Radio Interface Headset equipment; and,

4. Authorize the Town Manager or her designee to execute all related contracts for such Police Dispatch Center equipment upgrades.

2h. p72 Authorize the Town Manager to approve a law enforcement mutual aid agreement between Shasta County and the Town of Paradise for assistance provided for the Carr Fire.

2i. p75 1. Authorize the Town Manager to enter into a contract Zustan K-9 Services, LLC for the purchase and training of a police canine; and, 2. Authorize the use of the Canine Donation Fund to pay for a police canine and the Initial Basic Handlers Course; and, 3. Authorize the Town Manager to sell/transfer ownership of current Police K9 Taz to another Law Enforcement Agency.

### **3. ITEMS REMOVED FROM CONSENT CALENDAR**

### **4. PUBLIC COMMUNICATION**

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

### **5. PUBLIC HEARINGS - None.**

### **6. COUNCIL CONSIDERATION**

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

6a. p77 1. Consider minor text revisions to Town Ordinance No. 571 as introduced at the September 11, 2018 Town Council meeting; and 2. Waive the first reading of revised Town Ordinance No. 571 and read by title only; and, 3. Introduce revised Town of Paradise Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)" (ROLL CALL VOTE)

6b. p82 Consider and file the information presented concerning Town finances. (ROLL CALL VOTE)

## 7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
  - 7a1. Discussion of Town owned property at 5456 Black Olive Drive - previously the Jeffords Building (ZUCCOLILLO)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

## 8. STAFF COMMUNICATION

- 8a. Town Manager Report
  - Community Development Director

## 9. CLOSED SESSION

- 9a. Pursuant to Government Code Section 54956.9(d)(1), the Town Council will hold a closed session with the Town Manager and Town Attorney regarding the following existing litigation:

Town of Paradise v. Wendy Jane Baker, et al. County of Butte, Superior Court Case No. 16V02070

## 10. ADJOURNMENT

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

**WHEREAS**, some progress has been made toward breaking the cycle of violence and providing support to survivors and their families, although much work remains to be done; and

**WHEREAS**, domestic violence shelters and services, law enforcement officials, health care providers, court systems, legal aid providers, tribal organizations, and others are all an integral part of the effort to end domestic violence; and

**WHEREAS**, domestic violence affects adults and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in Butte County; and

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, through the systematic use of physical, emotional, sexual, verbal, and economic control and/or abuse; and

**WHEREAS**, domestic violence is the third leading cause of homelessness among families; and

**WHEREAS**, the prevalence of domestic violence may be diminished by educating and empowering the community to develop and maintain healthy relationships.

**NOW, THEREFORE**, I, Jody Jones, Mayor of the Town of Paradise in recognition of the important work done by domestic violence programs, do hereby proclaim the month of October 2018 as Domestic Violence Awareness Month and urge all citizens to participate in the scheduled activities and programs sponsored by Catalyst Domestic Violence Services to work towards building healthy relationships and eliminating intimate partner violence.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9<sup>th</sup> day of October, 2018.

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Jody Jones, Mayor

**MINUTES**  
**PARADISE TOWN COUNCIL**  
**REGULAR MEETING – 6:00 PM – September 11, 2018**

**1. OPENING**

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:00 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 Zuccolillo.

**COUNCIL MEMBER PRESENT:** Greg Bolin, Scott Lotter, Melissa Schuster, Mike Zuccolillo and Jody Jones, Mayor.

**COUNCIL MEMBER ABSENT:** None

**STAFF PRESENT:** Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Assistant Town Manager/Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Acting Police Chief Eric Reinbold, Division Chief David Hawks and Assistant Planner/CDD Manager Susan Hartman.

- 1a. Mayor Jones announced that Ann Williams would pick up the proclamation in Recognition of September 17-23 as Constitution Week requested by the Daughters of the American Revolution (DAR) Golden Nugget Chapter to commemorate the adoption of the United States Constitution. (180-40-26)
- 1b. Ed Fortner Jr. - PID Manager, presented information on the newly implemented water regulations and the impacts to the residents of Paradise.
- 1c. Marc Mattox, Assistant Town Manager presented information on Top Access - the Town's online service request application.

**2. CONSENT CALENDAR**

Council Member Schuster asked that agenda item 2(g) be pulled from the consent calendar for further discussion.

**MOTION by Bolin, seconded by Zuccolillo,** approved consent calendar items 2a- 2f as presented. Roll call vote was unanimous.

- 2a. Approved minutes of the August 14, 2018 Town Council meeting.
- 2b. Approved Cash Disbursements in the amount of \$1,465,550.44. (310-10-032)
- 2c. Reviewed and filed the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2018. (360-30-06)

- 2d. 1. Approved the Program Supplement Agreement No. F017-Rev 1 to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15 specific to Federal-Aid Project ATPL-5425 (038) to assure receipt of \$1,025,000 in Federal funds for the Paradise Gap Closure Complex; and, 2. Adopted Resolution No. 18-34, A Resolution of the Town Council of the Town of Paradise authorizing the Town Manager, or her designee, to sign the Program Supplement Agreement No. F017-Rev 1 to Administering Agency-State Agreement for Federal-Aid Projects, Agreement No. 03-5425F15. (950-40-039)
- 2e. Adopted Resolution 18-35, A Resolution of the Town Council of the Town of Paradise authorizing and approving the execution of documents necessary to secure general fund cash flow financing for the fiscal year 2018-2019, and approving other actions related thereto. (350-10-003)
- 2f. 1. Concurred with the recommendation adopted by the Planning Commission on August 21, 2018; and, 2. Found that the adoption of a resolution authorizing a residential density bonus as proposed was reviewed in context of the California Environmental Quality Act (CEQA) as part of the Mitigated Negative Declaration adopted for the Harding Administration Permit by the Planning Commission on June 19, 2018; and, 3. Adopted Town of Paradise Resolution No. 18-36, "A Resolution of the Town Council of the Town of Paradise Approving and Authorizing execution of a Density Bonus Agreement with the Harding Revocable Inter Vivos Trust". (730-30-01/510-20-203)
- 2g. Agenda item 2g was removed from the consent calendar.

### 3. ITEMS REMOVED FROM CONSENT CALENDAR

Item 2g was removed from the Consent Calendar.

Council Member Schuster inquired about the amount of the items on the Lease Purchase that are funded by Measure C; where the money to pay for the Lease purchase would be coming from since Measure C expires prior to the end of the Lease Purchase agreement.

Administrative Services Director Gina Will informed the Council that the police vehicles are purchased with Measure C funds and that reserves had been established to cover the expenses for the lease purchase after the expiration of Measure C.

- 2g. **MOTION by Schuster, seconded by Lotter**, Adopted Resolution No. 18-37, a Resolution of the Town Council of the Town of Paradise authorizing the execution and delivery of a lease with option to purchase, and authorizing certain actions in connection therewith; and, 2. Approved the related recommended budget adjustments. Roll call vote was unanimous. (380-45-058)

#### 4. PUBLIC COMMUNICATION

1. Virginia Underwood asked the Town Council to discuss and declare a Shelter Crisis on the next agenda. She stated that there is a unique opportunity through Butte County for almost \$5 million in funding to address the homeless issue.

#### 5. PUBLIC HEARINGS

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

- 5a. Mayor Jones announced that the Town Council would conduct the scheduled public hearing to receive comments on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, 2. Authorized the Town Manager to submit the CAPER to the Department of Housing and Urban Development. The CAPER outlines CDBG accomplishments and expenditures, as well as provides an evaluation of the Town's progress in meeting its community development goals and objectives. (710-10-091)

Mayor Jones opened the public hearing at 6:44 p.m.

There were no public comments.

Mayor Jones closed the public hearing at 6:44. p.m.

**MOTION by Zuccolillo, seconded by Bolin,** authorized the Town Manager to submit the CAPER to the Department of Housing and Urban Development. Roll call vote was unanimous.

- 5b. Mayor Jones announced that the Town Council would conduct the duly noticed and scheduled public hearing and upon conclusion of the public hearing, introduce and adopt the following Planning Commission's recommended actions: 1. Concur with the Planning Director's determination that the project application is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061 (General Rule Exemption); and, 2. Concur with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on August 21, 2018, and embodied within Planning Commission Resolution No. 18-2; and, 3. Adopt Town of Paradise Resolution No. 18-38, "A Resolution Amending the Land Use Map of the 1994 Paradise General Plan (PL18-00151: Walter Sonntag)"; and, 4. Waive the first reading of Town Ordinance No. 571 and read by title only; and, 5. Introduce Town of Paradise Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)." (760-40-052/760-40-060)

Susan Hartman, CDD Manager/Assistant Planner provided an overview of the Sonntag project.



Mayor Jones opened the public hearing at 6:48 p.m.

There were no public comments.

Mayor Jones closed the public hearing at 6:48 p.m.

**MOTION by Schuster, seconded by Lotter,** 1. Concurred with the Planning Director's determination that the project application is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061 (General Rule Exemption); and, 2. Concurred with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on August 21, 2018, and embodied within Planning Commission Resolution No. 18-2; and, 3. Adopted Town of Paradise Resolution No. 18-38, "A Resolution Amending the Land Use Map of the 1994 Paradise General Plan (PL18-00151: Walter Sonntag)"; and, 4. Waived the first reading of Town Ordinance No. 571 and read by title only; and, 5. Introduced Town of Paradise Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)." Roll call vote was unanimous. (760-40-052/760-40-060)

## 6. COUNCIL CONSIDERATION

6a. Administrative Services Director Gina Will provided an overview of the 2018-2019 budget and informed the Town Council that the proposed resolution was to add back the part-time Fire Marshal/Building & Onsite Sanitary Official to the 2018/19 Salary Pay Plan. (340-40-015)

1. Mary Simmons asked if the sales tax was going to be on the ballot in November and how people would be informed about it because the Town really needs it.
2. Lynn Hansen asked if Measure C information is easily found on the Town's Website; thinks it is information that should be given out to as many people as possible.

**MOTION by Lotter, seconded by Bolin,** 1. Considered and filed the information presented; and, 2. Adopted Resolution No. 18-39, A Resolution amending the salary pay plan for Town of Paradise employees for the fiscal year 2018-19; and, 3. Approved the recommended budget adjustments. Roll call vote was unanimous.

## 7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items - None

7b. Council reports on committee representation

Council Member Bolin announced that the Paradise High School Bobcats play at home on Friday night.

Council Member Lotter attended the LAFCo meeting and did a Ride Along with the Paradise Police.

Council Member Schuster attended the Animal Control Officer swearing in, AT&T community round table discussion and Yellowstone Kelly Memorial Trailway ribbon cutting.

Council Member Zuccolillo attended the AT&T community round table discussion.

Mayor Jones attended the Yellow Stone Kelley Memorial Trailway dedication, Explore Butte County focus group for a new program to certify workers in the hospitality/tourism industry.

7c. Future Agenda Items – Council Member Zuccolillo requested that options regarding what to do with the old Jeffords Building on Black Olive and Pearson be discussed.

## **8. STAFF COMMUNICATION**

8a. Town Manager Report – Manager Gill reported that PG&E is doing enhanced wildfire vegetation work, cutting around power poles and trees.

There was no Community Development Director report.

## **9. CLOSED SESSION**

At 7:21 p.m. Mayor Jones announced that the Town Council would go into closed session for the following item:

- 9a. Pursuant to Government Code Section 54957(b)(1), the Town Council will hold a closed session with the Town Manager concerning the appointment of a Police Chief.

At 7:39 p.m. Mayor Jones reconvened the meeting and announced that the Town Council concurred unanimously with the Town Manager's recommendation to appoint Eric Reinbold as the next Police Chief effective September 17, 2018.

## **10. ADJOURNMENT**

Mayor Jones adjourned the Council meeting at 7:41 p.m.

Date Approved:

By: \_\_\_\_\_  
Jody Jones, Mayor

Attest:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

# **TOWN OF PARADISE**

## **CASH DISBURSEMENTS REPORT**

FOR THE PERIOD OF  
**SEPTEMBER 1, 2018 - SEPTEMBER 30, 2018**

September 1, 2018 - September 30, 2018

Check Date	Pay Period End	DESCRIPTION	AMOUNT
09/07/18	09/02/18	Net Payroll - Direct Deposits & Checks	\$129,249.89
09/21/18	09/16/18	Net Payroll - Direct Deposits & Checks	\$131,843.05
TOTAL NET WAGES PAYROLL			\$261,092.94

**Accounts Payable**

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.			\$255,337.23
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.			\$566,234.06
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE			<u>\$821,571.29</u>
(Detail attached)			
GRAND TOTAL CASH DISBURSEMENTS			<u><u>\$1,082,664.23</u></u>

APPROVED BY: \_\_\_\_\_  
LAUREN GILL, TOWN MANAGER

APPROVED BY: \_\_\_\_\_  
GINA S. WILL, ADMINISTRATIVE SERVICES DIRECTOR/TOWN TREASURER

# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

From Payment Date: 9/1/2018 - To Payment Date: 9/30/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
72756	09/04/2018	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
72757	09/04/2018	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
72758	09/04/2018	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
72759	09/04/2018	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
72760	09/04/2018	Open			Accounts Payable	Santander Leasing LLC	\$7,926.51		
72761	09/04/2018	Open			Accounts Payable	SBA Monarch Towers III LLC	\$136.85		
72762	09/04/2018	Open			Accounts Payable	TAZZARI-DINEEN, GABRIELA	\$842.31		
72763	09/04/2018	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
72764	09/04/2018	Open			Accounts Payable	WESTAMERICA BANK	\$4,987.11		
72765	09/05/2018	Open			Accounts Payable	Aflac	\$189.92		
72766	09/05/2018	Open			Accounts Payable	BLOOD SOURCE	\$29.00		
72767	09/05/2018	Open			Accounts Payable	Met Life	\$8,349.54		
72768	09/05/2018	Open			Accounts Payable	OPERATING ENGINEERS	\$816.00		
72769	09/05/2018	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,774.16		
72770	09/05/2018	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,663.46		
72771	09/05/2018	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$675.67		
72772	09/05/2018	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
72773	09/07/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$350.00		
72774	09/07/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
72775	09/13/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$56.46		
72776	09/13/2018	Open			Accounts Payable	Asbury Environmental Services	\$134.69		
72777	09/13/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.26		
72778	09/13/2018	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$297.23		
72779	09/13/2018	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$21.00		
72780	09/13/2018	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$2,628.34		
72781	09/13/2018	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,116.60		
72782	09/13/2018	Open			Accounts Payable	Azco Supply Inc	\$161.63		
72783	09/13/2018	Open			Accounts Payable	BACKGROUNDS & MORE	\$650.00		
72784	09/13/2018	Open			Accounts Payable	BESSEGHINI, MARTHA	\$112.00		
72785	09/13/2018	Open			Accounts Payable	Big O Tires	\$20.00		
72786	09/13/2018	Open			Accounts Payable	Biometrics4ALL, Inc	\$28.50		
72787	09/13/2018	Open			Accounts Payable	BUTTE CO ASSOCIATION OF GOVERNMENTS	\$7,500.00		
72788	09/13/2018	Open			Accounts Payable	BUTTE CO RECORDER	\$182.50		
72789	09/13/2018	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,591.75		
72790	09/13/2018	Open			Accounts Payable	Cal Signal Corp	\$240.50		
72791	09/13/2018	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$32.00		
72792	09/13/2018	Open			Accounts Payable	CHICO ELECTRIC	\$8,250.00		
72793	09/13/2018	Open			Accounts Payable	COMCAST CABLE	\$76.01		
72794	09/13/2018	Open			Accounts Payable	COMCAST CABLE	\$241.01		
72795	09/13/2018	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$816.00		
72796	09/13/2018	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$810.51		

## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 9/1/2018 - To Payment Date: 9/30/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72797	09/13/2018	Open			Accounts Payable	Eagle Security Systems	\$193.50		
72798	09/13/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$3,000.00		
72799	09/13/2018	Open			Accounts Payable	Entersect	\$84.95		
72800	09/13/2018	Open			Accounts Payable	FEDERAL EXPRESS	\$62.69		
72801	09/13/2018	Open			Accounts Payable	FLORES TOOL & FASTENER	\$153.79		
72802	09/13/2018	Open			Accounts Payable	GALLAGHER'S HEATING & AIR	\$96.27		
72803	09/13/2018	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$131.50		
72804	09/13/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$9,324.94		
						SVCS/US BANCORP			
72805	09/13/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$472.80		
72806	09/13/2018	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$200.00		
72807	09/13/2018	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$700.00		
72808	09/13/2018	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$528.82		
72809	09/13/2018	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
72810	09/13/2018	Open			Accounts Payable	LEVOC	\$400.00		
72811	09/13/2018	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$105.00		
72812	09/13/2018	Open			Accounts Payable	Meyers Police Canine Training	\$600.00		
72813	09/13/2018	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$215.00		
72814	09/13/2018	Open			Accounts Payable	MUNICIPAL CODE CORP	\$500.00		
72815	09/13/2018	Open			Accounts Payable	NEW PIG CORPORATION	\$459.48		
72816	09/13/2018	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,634.01		
72817	09/13/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$5.38		
72818	09/13/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$77.68		
72819	09/13/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$314.37		
72820	09/13/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$373.38		
72821	09/13/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMITY MEDIA	\$175.58		
72822	09/13/2018	Open			Accounts Payable	Paradise Printing	\$26.94		
72823	09/13/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,110.00		
72824	09/13/2018	Open			Accounts Payable	PG&E CFM/PPC Department	\$6,263.01		
72825	09/13/2018	Open			Accounts Payable	R & R Construction	\$30,735.00		
72826	09/13/2018	Open			Accounts Payable	R & R Construction	\$17,370.00		
72827	09/13/2018	Open			Accounts Payable	R & R Construction	\$4,833.00		
72828	09/13/2018	Open			Accounts Payable	R.D. Robbins Construction	\$2,555.00		
72829	09/13/2018	Open			Accounts Payable	RE CONSTRUCTION	\$3,960.00		
72830	09/13/2018	Open			Accounts Payable	RE CONSTRUCTION	\$300.00		
72831	09/13/2018	Open			Accounts Payable	Riebes Auto Parts	\$802.70		
72832	09/13/2018	Open			Accounts Payable	S.T. Rhoades Construction, Inc.	\$277,932.19		
72833	09/13/2018	Open			Accounts Payable	Sacramento Sheriff Department Training Trust Fund	\$139.00		
72834	09/13/2018	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$220.00		
72835	09/13/2018	Open			Accounts Payable	Spherion Staffing	\$784.03		
72836	09/13/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$130.96		
72837	09/13/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$3.86		
72838	09/13/2018	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$6.18		

## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 9/1/2018 - To Payment Date: 9/30/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72839	09/13/2018	Open			Accounts Payable	TireHub, LLC	\$903.76		
72840	09/13/2018	Open			Accounts Payable	ULINE	\$2,572.66		
72841	09/13/2018	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		
72842	09/13/2018	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$92.00		
72843	09/13/2018	Open			Accounts Payable	VERIZON WIRELESS	\$298.93		
72844	09/13/2018	Open			Accounts Payable	VERIZON WIRELESS	\$696.26		
72845	09/13/2018	Open			Accounts Payable	WESTAMERICA BANK	\$12,240.41		
72846	09/21/2018	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$350.00		
72847	09/21/2018	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
72848	09/27/2018	Open			Accounts Payable	ACE RENTALS	\$35.01		
72849	09/27/2018	Open			Accounts Payable	ACI ENTERPRISES, INC.	\$463.32		
72850	09/27/2018	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$56.46		
72851	09/27/2018	Open			Accounts Payable	Asbury Environmental Services	\$120.00		
72852	09/27/2018	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,041.75		
72853	09/27/2018	Open			Accounts Payable	Bear Electric Solutions	\$1,425.00		
72854	09/27/2018	Open			Accounts Payable	Bennett Engineering Services Inc	\$583.05		
72855	09/27/2018	Open			Accounts Payable	Big O Tires	\$20.00		
72856	09/27/2018	Open			Accounts Payable	BURTON'S FIRE, INC.	\$158.63		
72857	09/27/2018	Open			Accounts Payable	BUTTE CO AIR QUALITY MANAGEMENT DISTRICT	\$167.75		
72858	09/27/2018	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,201.00		
72859	09/27/2018	Open			Accounts Payable	CARRIGAN, GERALD	\$340.00		
72860	09/27/2018	Open			Accounts Payable	Chamness, Justin	\$63.75		
72861	09/27/2018	Open			Accounts Payable	CITY OF FOSTER CITY	\$3,500.00		
72862	09/27/2018	Open			Accounts Payable	CLEANING CONNECTION, THE	\$400.00		
72863	09/27/2018	Open			Accounts Payable	COMCAST CABLE	\$256.01		
72864	09/27/2018	Open			Accounts Payable	Console Clearing Specialists	\$1,200.00		
72865	09/27/2018	Open			Accounts Payable	Cook, Mark, D	\$100.00		
72866	09/27/2018	Open			Accounts Payable	CSFEWBC-VLSA	\$1,400.00		
72867	09/27/2018	Open			Accounts Payable	DON'S SAW & MOWER	\$207.58		
72868	09/27/2018	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$514.00		
72869	09/27/2018	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$169.14		
72870	09/27/2018	Open			Accounts Payable	GALLS INCORPORATED	\$51.72		
72871	09/27/2018	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$2,100.06		
72872	09/27/2018	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
72873	09/27/2018	Open			Accounts Payable	HELENA SPECIALTY PRODUCTS	\$824.44		
72874	09/27/2018	Open			Accounts Payable	HireRight, Inc.	\$16.26		
72875	09/27/2018	Open			Accounts Payable	Honea, Cassidy	\$63.75		
72876	09/27/2018	Open			Accounts Payable	HYDROTECH SOLUTIONS	\$243.88		
72877	09/27/2018	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$100.19		
72878	09/27/2018	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$182.86		
72879	09/27/2018	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$575.00		
72880	09/27/2018	Open			Accounts Payable	JC NELSON SUPPLY COMPANY	\$408.91		
72881	09/27/2018	Open			Accounts Payable	KEN'S HITCH & WELDING	\$1,051.13		
72882	09/27/2018	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$500.00		

## TOWN OF PARADISE

**CASH DISBURSEMENTS REPORT**

From Payment Date: 9/1/2018 - To Payment Date: 9/30/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
72883	09/27/2018	Open			Accounts Payable	KP Research Services, Inc.	\$7,725.58		
72884	09/27/2018	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$4,400.00		
72885	09/27/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,954.77		
72886	09/27/2018	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,288.40		
72887	09/27/2018	Open			Accounts Payable	Meyers Police Canine Training	\$50.00		
72888	09/27/2018	Open			Accounts Payable	Michael Baker International, Inc.	\$580.00		
72889	09/27/2018	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$42,343.00		
72890	09/27/2018	Open			Accounts Payable	MILLER GLASS INC	\$24.61		
72891	09/27/2018	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$98.44		
72892	09/27/2018	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$6,792.98		
72893	09/27/2018	Open			Accounts Payable	NORTHSTAR	\$2,120.95		
72894	09/27/2018	Open			Accounts Payable	O'REILLY AUTO PARTS	\$145.21		
72895	09/27/2018	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$397.49		
72896	09/27/2018	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,530.22		
72897	09/27/2018	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,457.86		
72898	09/27/2018	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$466.31		
72899	09/27/2018	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,400.00		
72900	09/27/2018	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$160.00		
72901	09/27/2018	Open			Accounts Payable	R. Towne Backflow	\$1,000.00		
72902	09/27/2018	Open			Accounts Payable	RENTAL GUYS - CHICO	\$190.70		
72903	09/27/2018	Open			Accounts Payable	Riebes Auto Parts	\$95.98		
72904	09/27/2018	Open			Accounts Payable	Rubinoff, Ryan	\$63.75		
72905	09/27/2018	Open			Accounts Payable	SIRCHIE FINGERPRINT LABORATORIES	\$553.73		
72906	09/27/2018	Open			Accounts Payable	Spherion Staffing	\$762.84		
72907	09/27/2018	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$1,326.00		
72908	09/27/2018	Open			Accounts Payable	TeleCheck Services, Inc.	\$35.00		
72909	09/27/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$805.51		
72910	09/27/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$65.13		
72911	09/27/2018	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$32.49		
72912	09/27/2018	Open			Accounts Payable	THRIFTY ROOTER	\$99.00		
72913	09/27/2018	Open			Accounts Payable	Tri Flame Propane	\$112.01		
72914	09/27/2018	Open			Accounts Payable	ULINE	\$1,282.75		
72915	09/27/2018	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,776.81		
72916	09/27/2018	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$276.00		
72917	09/27/2018	Open			Accounts Payable	VERIZON WIRELESS	\$733.41		
72918	09/27/2018	Open			Accounts Payable	VERIZON WIRELESS	\$839.06		
72919	09/27/2018	Open			Accounts Payable	VERIZON WIRELESS	\$115.29		
72920	09/27/2018	Open			Accounts Payable	WILKEY, PO, JOHN	\$12.75		
Type Check Totals:							\$581,821.33		
EFT									
772	09/05/2018	Open			Accounts Payable	CALPERS	\$117,562.52		
773	09/07/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,121.56		
774	09/07/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,864.28		



TOWN OF PARADISE  
**CASH DISBURSEMENTS REPORT**

From Payment Date: 9/1/2018 - To Payment Date: 9/30/2018

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
775	09/07/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,300.93		
776	09/07/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$18,503.89		
777	09/21/2018	Open			Accounts Payable	CALPERS - RETIREMENT	\$30,391.21		
778	09/21/2018	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$5,342.81		
779	09/21/2018	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$4,737.74		
780	09/21/2018	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$19,825.02		
781	09/13/2018	Open			Accounts Payable	CALPERS	\$2,100.00		
782	09/26/2018	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$1,000.00		
Type EFT Totals:					11 Transactions		\$239,749.96		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	165	\$581,821.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	165	\$581,821.33	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$239,749.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$239,749.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	176	\$821,571.29	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	176	\$821,571.29	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	165	\$581,821.33	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	165	\$581,821.33	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	11	\$239,749.96	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	11	\$239,749.96	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	176	\$821,571.29	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	176	\$821,571.29	\$0.00



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: OCTOBER 9, 2018**

**AGENDA ITEM: 2(c)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Animal Control Waste Removal Contract

**COUNCIL ACTION REQUESTED:**

- (1) Award the contract for the Animal Control Waste Removal Contract to Koefran Services, Inc., in the amount of \$1,200 per month for up to six years.
- (2) Authorize the Town Manager to execute a contract with Koefran Services, Inc., relating to the Animal Control Waste Removal and to approve additional expenditures due to annual rate adjustments not exceeding 5% per year.

**ALTERNATIVES:**

- (1) Reject Animal Control Waste Removal Contract and continue disposing of Animal Control Waste as long as allowed by cooperating agencies.

**BACKGROUND:**

In the course of usual business, the Animal Control Officers must dispose of animal waste, including the whole or partial carcasses of deceased animals. The vast majority of this waste consists of deer removed from roadways and property throughout the Town of Paradise, but also includes smaller animals. The environmental permitting for the Neal Road Landfill does not allow for the regular and continuous disposal of this waste in their facility. Previously, large animal carcasses were disposed of at the North State Rendering facility on Shippee Road, in Oroville. However, this facility stopped accepting this waste in 2016. Since that time, the Paradise Animal Control Officers have transported this waste to the Chico Animal Shelter, where it is stored until collected by Koefran Services, Inc. (Koefran). This is the only method of regular and continuous disposal of this waste available to the Town of Paradise at this time, and it is negatively impacting the City of Chico Animal Control operations.

**DISCUSSION:**

Koefran is the only company currently serving this waste storage and removal need in the Town's local area. Animal Control is currently paying \$500 per month to Koefran to accommodate the increased impact to Koefran for the storage and removal of this Animal Control waste from the City of Chico Animal Control facility. Animal Control is paying an additional \$250 per month to Koefran for the service of supplying two chest

freezers at the Paradise Animal Shelter and the removal of the small animal carcasses from them. On June 27, 2017, the Town Council approved the FY 17/18 budget which included the expenditure of Measure C funds up to \$13,700 for the preparation of a site at the Animal Shelter facility for Koefran to install a 12' x 12' refrigerated storage building for the storage of this animal waste until removed by Koefran. As a result, contracts were awarded to Bunch Electric and R. Towne Builders to install the required site improvements on September 11, 2018 and those improvements are in progress.

Koefran has agreed to provide the required refrigerated storage building, as well as bi-weekly removal of the animal waste from the refrigerated facility, for a fee of \$1,200 per month. The agreement is for the period of December 1, 2018, through November 30, 2024, and includes allowances for annual price increases based on the California Department of Industrial Relations Consumer Price Index (CPI) – California, for All Urban Consumers, Annual Average, capped at 5% per year. The contract would replace the other pre-existing Koefran contracts, as well as save significant Animal Control Officer time, as well as fuel, mileage and wear and tear for Town vehicles to drive approximately 250 – 300 carcasses per year to the Chico Animal Control facility for disposal.

Staff recommends award of the Animal Control Waste Removal Contract, to Koefran Services, Inc., as detailed in the Koefran Services, Inc. Contract for Services.

**FINANCIAL IMPACT:**

The Animal Control Waste Removal Contract is expected to initially cost \$1,200.00 per month, with allowances for annual price increases based on the California Department of Industrial Relations Consumer Price Index (CPI) – California, for All Urban Consumers, Annual Average, capped at 5% per year, for a period of six years beginning December 1, 2018 and ending November 30, 2024, for a minimum total contract cost of \$86,400.00. The cost is an ongoing and necessary cost of the usual business of Animal Control services in the Town of Paradise and is already included in the Measure C budget for this item.

# KOEFRAN SERVICES INC.

## CONTRACT FOR SERVICES

This is an Agreement made and entered into on this \_\_\_\_\_ day of **October**, 2018, between the **Town of Paradise**, hereinafter referred to as "CUSTOMER", and Koefran Services, Inc., a California corporation, hereinafter referred to as "CONTRACTOR".

Whereas, CUSTOMER requires the services of a firm to remove and dispose of small animal carcasses that are collected at the facility located at **925 American Way, Paradise, CA**, and

Whereas, CONTRACTOR is an experienced provider of these services, and has agreed to provide services to assist in this venture as outlined below, and

Whereas, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of the respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreement, it is understood and agreed by and between the parties as follows:

### **1 DUTIES AND RESPONSIBILITIES:**

#### **1.1 CONTRACTORS RESPONSIBILITIES: CONTRACTOR agrees to:**

Remove dead animals (mammals, birds, and reptiles), 225 lbs. or less in weight, including but not limited to dogs and cats from facility located at **925 American Way, Paradise, Ca.**

Remove all carcasses collected by CUSTOMER within the service area (from above stated facility) on a regular basis, not less than once every other week, or within a reasonable time if due to refrigeration unit being near maximum capacity or refrigeration unit malfunction.

Install an enclosed **12' x 12'** refrigerating unit for the purpose of storing and preserving animal carcasses prior to removal. CONTRACTOR retains full ownership of the refrigeration unit, **except as set forth in Section 6.**

Maintain proper and efficient operation of refrigeration unit including any and all repairs necessary for refrigeration unit to maintain appropriate temperatures with exception of CUSTOMER employee being responsible through neglect or error for breakdown.

#### **1.2 CUSTOMER RESPONSIBILITIES: The CUSTOMER agrees to:**

Collect and store small animal carcasses at the facility located at **925 American Way, Paradise, CA**. No other individual, or agency outside of CUSTOMER, shall be allowed to utilize the equipment or services of the CONTRACTOR as defined in this Agreement without prior written consent of the CONTRACTOR.

Maintain refrigeration unit in a clean and sanitary condition using only non-corrosive cleaning agents.

Verify proper operation of refrigeration unit, reporting all mechanical problems to CONTRACTOR in a timely manner.

Rabid carcasses and Skunks WILL be separated from other carcasses and double bagged and placed in separate barrels.

Provide 90 days' advance written notice of intent to relocate collection location. CUSTOMER shall not attempt to relocate refrigeration unit, and, if relocation is requested by CUSTOMER, then CUSTOMER shall reimburse CONTRACTOR all costs associated with movement of refrigeration unit between collections locations.

**2      AMENDMENTS:**      This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CUSTOMER or provide additional compensation to CONTRACTOR except as explicitly set forth in this or amended Agreement.

**3      COMPENSATION:**      CUSTOMER will pay to CONTRACTOR the sum of One Thousand Two Hundred Dollars (\$1,200.00) per month as full payment for the removal of all non-rabid, non-biohazardous animal carcasses as set forth herein. In addition, should the CUSTOMER desire to use the service, CONTRACTOR will remove 2- gallon sharps containers at the rate of \$55.00 per 2- gallon sharps container and 8- gallon sharps containers at the rate of \$195.00 per 8- gallon sharps container for pick-up and replacement of full Sharps containers, and \$3.75/lb. for removal of biohazardous (rabid or otherwise potentially infectious) waste contained in red bag and boxes. CONTRACTOR shall provide invoices to the CUSTOMER on a monthly basis, within 30 days of the close of each calendar month. CUSTOMER will review, approve, and pay all valid invoices within 30 days of receipt.

Invoices for payment shall be submitted to the following address, and shall include the CONTRACTOR name and remittance address, and additional specific information indicated herein:

**Paradise Police, Animal Control  
Attn: Accounts Payable  
5595 Black Olive Drive  
Paradise, CA 95969**

**4      ANNUAL RATE ADJUSTMENTS:** On the anniversary date of each year of this Agreement, the initial monthly payment amount shown in Section 3 shall be subject to adjustment. The index to be used for escalation in the State of California, Department of Industrial Relations Consumer Price Index (CPI) – California, for All Urban Consumers, Annual Average. Changes in the base price will be measured based on the difference between the 2017 Annual Average and Annual Average for the most recent

calendar year. The percentage in the payment shall be the same as the percentage change in the CPI. The adjusted rate shall be rounded to the nearest dollar. In no event shall the annual adjustment exceed more than five percent (5%) for any single year. Adjustments to the monthly payment amount shall be made through a written contract amendment on a Fiscal Year basis (June 30<sup>th</sup>).

**5      CONTRACT TERM:** This Agreement shall remain in full force and effect from December 1, 2018 through November 30, 2024.

**6      TERMINATION:**

CUSTOMER and CONTRACTOR shall have the right to terminate this Agreement at any time without cause by giving 90 days' notice, in writing. If the CUSTOMER gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

In the event CUSTOMER terminates this Agreement, CONTRACTOR will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. In addition, if the CUSTOMER terminates this Agreement prior to completion of the six (6) year term, CUSTOMER will pay the CONTRACTOR for the refrigeration unit in accordance to the following table:

Year 1	\$25,000
Year 2	\$20,834
Year 3	\$16,668
Year 4	\$12,502
Year 5	\$ 8,336
Year 6	\$ 4,170

**Upon termination of this Agreement as set forth in this section, CUSTOMER shall be the sole owner of the refrigeration unit with all rights relating to it.**

**7      LICENSES, PERMITS, ETC:** CONTRACTOR represents and warrants to CUSTOMER that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CUSTOMER that CONTRACTOR will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed .

**8      INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CUSTOMER and CONTRACTOR. CONTRACTOR agrees neither it or its agents and employees have any rights, entitlement or claim against CUSTOMER for any type of employment benefits or workers' compensation or other programs afforded to CUSTOMER employees.

CONTRACTORS shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any worker's compensation coverage as required by California State laws.

**9      HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold CUSTOMER free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by CUSTOMER arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CUSTOMER) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to provide defense for, and defend any such claims, demand, or suit at the sole expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CUSTOMER or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of CUSTOMER from liability for damages or injures to third persons or property arising from CONTRANTOR'S performance pursuant to this contract or agreement.

**10      INSURANCE:** CONTRACTOR shall file with CUSTOMER concurrently herewith a Certificate of Insurance, in companies acceptable to CUSTOMER, with A Best's Rating of no less than A- evidencing all coverages, limits, and endorsements listed below:

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance is provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statues applicable to maritime employees, coverage shall be included for such injures or claims.

**GENERAL LIABILITY INSURANCE:** Comprehensive General Liability or Commercial Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit bodily injury and property damage)
- Two million dollars (\$2,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

If the policy does not have endorsement providing that the General Aggregate Limit applies separately, or if defense cost are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

**AUTOMOBILE LIABILITY INSURANCE:** Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non owned and hired automobiles/trucks.

**11      CONFLICT OF INTEREST:** CONTRACTOR certifies that no official or employee of the CUSTOMER, nor any business entity in which an official of the CUSTOMER has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the CUSTOMER.

**12      CUSTOMER REPRESENTATIVE:** **Eric Reinbold, Chief of Police** or his/her designee is the representative of the CUSTOMER, will administer this Agreement for the CUSTOMER, and may be contacted as follows:

Address:                      **Paradise Police Department**  
  
                                     **5595 Black Olive Drive**  
  
                                     **Paradise, CA 95969**

Phone:                        **530-872-6161 x204**

**13      NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to CUSTOMER:        **Eric Reinbold, Chief of Police**  
  
                                     **Paradise Police Department**  
  
                                     **5595 Black Olive Drive**  
  
                                     **Paradise, CA 95969**  
  
                                     **530-872-6161 x204**



If to CONTRACTOR: Stan Lawlor  
Koefran Services  
P.O. BOX 276424  
Sacramento, CA 95827-6424  
916/361-0911  
800/822/6788

**14     NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, transgender, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

**15     ASSIGNMENT:** CONTRACTOR shall not assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of CUSTOMER.

**16     ENTIRETY OF AGREEMENT:** This agreement contains the entire agreement of CUSTOMER and promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

**17     GOVERNING LAW AND VENUE:** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. For purposes of arbitration, the parties agree that the proper venue for any dispute related to this Agreement shall be in the County of Sacramento.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CONTRACTOR

CUSTOMER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: October 9, 2018**

**AGENDA ITEM: 2(d)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**Subject:** Accept Donation of Knox KeySecure Systems

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

Adopt Resolution No. 18-\_\_\_, authorizing the acceptance of the donation of twenty-seven (27) Knox KeySecure 5 systems from Paradise Unified School District.

**BACKGROUND:**

Paradise High School is currently installing school site safety improvements on their campus. These improvements include a wrought iron security fence around the perimeter of the campus.

**DISCUSSION:**

As part of their overall site security improvement project, the Paradise Unified School District wants to donate twenty-seven (27) Knox KeySecure 5 systems to the Paradise Police Department, including installation costs.

**FINANCIAL IMPACT:**

The purchase and installation of all hardware and software required for this project will cost a total of \$18,924.32, which will be paid for by the Paradise Unified School District. The donation will be facilitated by the vendors direct billing the Paradise Unified School District. Any future costs for transferring the Knox KeySecure 5 systems will be minimal and would be borne by the Town of Paradise.

**TOWN OF PARADISE  
RESOLUTION NO. 18-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
MAKING FINDINGS TO ACCEPT THE DONATION OF  
27 KNOX KEYSECURE SYSTEMS FROM THE  
PARADISE UNIFIED SCHOOL DISTRICT AND INSTALLATION  
PURSUANT TO PARADISE MUNICIPAL CODE SECTION 2.45.070**

**WHEREAS**, the Town of Paradise has been offered the donation and installation of twenty-seven (27) Knox KeySecure Systems to the Town of Paradise from the Paradise Unified School District (PUSD); and

**WHEREAS**, Knox KeySecure Systems are proprietary systems that must be purchased from it, the sole-source vendor; and

**WHEREAS**, Paradise Municipal Code section 2.45.070B exempts sole source vendors from competitive bidding procedures; and

**WHEREAS**, the Town of Paradise obtained three quotes for the installation; and

**WHEREAS**, the cost for the Knox KeySecure systems and installation will be paid by PUSD at a total donated cost of \$18,924.32; and

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

**Section 1.** The Town of Paradise finds that it will benefit Paradise Police Officers to have controlled access to the Knox KeySecure System, and the Paradise Unified School District is offering to donate the purchase and installation pursuant to Paradise Municipal Code Section 2.45.070, to the Town of Paradise to facilitate emergency response to the Paradise High School. Therefore it is in the best interests of the Town of Paradise and the Paradise Unified School District for the Town of Paradise to accept the Knox KeySecure systems and installation.

**Section 2.** Based upon the above finding, the Town Council does hereby authorize the acceptance of the donation of twenty-seven (27) Knox KeySecure Systems, including the cost of installation.

**Section 3.** The Town Manager is authorized to execute all agreements necessary to implement this resolution.

**PASSED AND ADOPTED** by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

---

JODY JONES, Mayor

ATTEST:

APPROVED AS TO FORM:

---

DINA VOLENSKI, Town Clerk

---

DWIGHT L. MOORE, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 9, 2018**

**Agenda Item: 2(e)**

**ORIGINATED BY:** David Hawks, Division Chief

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** FEMA Fire Prevention & Safety Grant – Evacuation Video

**COUNCIL ACTION REQUESTED:**

1. Approve the FEMA, Fire Prevention & Safety Grant Award to the Town of Paradise and authorize the finance director to advance funds for completing the terms of the grant with the understanding that those funds will be reimbursed by FEMA through the grant.
2. Approve recommended budget adjustments allowing the grant expenses to be tracked in fund 2299 Grants Miscellaneous One Time and for the \$1,514 matching requirement to come from the General Fund 1010.

**Background:**

The population of the Town of Paradise is 26,551 and 12,981 habitable structures as determined by 2016 census data. The population's average age is 50.2 years with 25% of the residents being over the age of 65. The Town is highly susceptible to wildfire due to topography and fuel conditions in the area which has resulted in evacuation orders on several occasions for Town residents. The risk to life is compounded by the relatively high number of older residents.

The Town of Paradise presents a complex community evacuation scenario because of the population age and density, and the topography which limits the number of evacuation routes out of town. It is our goal to educate residents about the Town's evacuation plan and prepare the community for evacuations so that they may be done safely, effectively and in a timely manner.

**Discussion:**

During the winter of 2017/18 FEMA announced their FY 2017 Assistance to Firefighters grant. The Paradise Fire Department applied for a Fire Prevention and Safety grant in the realm of Community Risk Reduction designed to reach high-risk groups and mitigate the incident of death, injuries and property damage caused by fire and fire-related hazards. The intent of the grant was to improve education and understanding of the Town's evacuation plan through the production of a professional video that explains the plan and evacuation process. A second element of the grant was to include pre-established evacuation signage along Pentz Road in Paradise that could be readily used in the event one-way evacuation had to be implemented. The final element of the grant was to create refrigerator magnets that would help remind citizens about critical evacuation information such as their evacuation zone. On September 11, 2018, the Town received word that the grant was awarded.

**Financial Impact:**

The grant budget totals \$31,800, of which \$30,286 will be the federal share and \$1,514 will be in-kind or a cash match provided by the Town. The Town will use the eGrant system to submit for funds to reimburse costs that have already been paid or incurred.

**DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
Fire Prevention and Safety**

OMB No.: 1660-0054

Expiration Date: August, 31 2019

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 2.5 hours per response for FEMA Form 080-0-3 "Fire Prevention and Safety". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

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**Applicant's Acknowledgements**

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- \* I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- \* As required per 2 CFR § 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- \* I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's Period of Performance (POP).
- \* I certify that the applicant organization is aware that this application period is open from 02/12 to 03/16/2018 and will close at 5 PM ET; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- \* I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: [http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd\\_ehp\\_screening\\_form\\_51815.pdf](http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf)
- \* I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Gina Will** on 2018-02-14 19:27:45.0





**Overview**

* Are you a member, or are you currently involved in the management of the fire department or organization applying for this grant with this application?	
Yes, I am a member/officer/employee of this applicant	

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.

**Note:** Fields marked with an \* are required.

Preparer Information	
Preparer's Name	
Address 1	
Address 2	
City	
State	
Zip	
	Need help for ZIP+4?
Primary Phone	Ext. Type Select
Email	

In the space below please list the person your organization has selected to be the **Primary Point of Contact** for this grant. This should be an officer or member of the fire department or an employee of the organization applying for the grant that will see this grant through completion and has the authority to make decisions on and to act upon this grant application.

The Primary Contact, as listed below, is the person for which all exchanges of information will be made relative to the application; all information provided must be specific to the contact listed. The Primary Contact must be an employee of the fire department or organization applying for the grant and shall not be a grant writer or a non-employee of the fire department or organization.

In addition to the Primary Contact information, you will be asked to provide two (2) Alternate Points of Contact on the next page. The Alternate contacts must be familiar with the application and should be able to answer any questions relative to this application in the event that Primary Point of Contact is unavailable. When you are finished, click the Save and Continue button below.

**Reminder:** Please list only phone numbers and email addresses where we can get in *direct contact* with the respective point of contact(s). If this contact changes at any time during the period of performance please update this information.

**Note:** Fields marked with an \* are required.

Primary Point of Contact	
* Title	Finance Director
Prefix	Mrs.
* First Name	Gina
Middle Initial	
* Last Name	Will
* Primary Phone	530-872-6291 Ext. 119 Type work
* Secondary Phone	530-872-6264 Ext. Type cell
Optional Phone	Ext. Type Select
Fax	530-877-5957
* Email	gwill@townofparadise.com

<p>* Is there a grant-writing fee associated with the preparation of this request? This fee must be specifically identified and listed in the application "Request Details" section as a budget line item in order to be eligible for reimbursement.</p> <p>Fees for grant writers may be included as a pre-award or pre-application expenditure. However, fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure they must be paid prior to award, (i.e., paid within 60 days of the end of the application period).</p> <p>If you answered yes above, what is the fee? \$</p>	<p>No</p>
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FEMA Form 080-0-3

## Contact Information

Alternate Contact 1 Information	
Title	Administrative Assistant
Prefix	Mrs.
First Name	Susan
Middle Initial	
Last Name	Smith
Primary Phone	530-872-6264 Ext. 303 Type work
Secondary Phone	530-592-8257 Ext. Type cell
Optional Phone	Ext. Type Select
Fax	
Email	ssmith@townofparadise.com

Alternate Contact 2 Information	
Title	Battalion Chief
Prefix	Mr.
First Name	Curtis
Middle Initial	
Last Name	Lawrie
Primary Phone	530-872-6264 Ext. 333 Type work
Secondary Phone	530-521-8768 Ext. Type cell
Optional Phone	Ext. Type Select
Fax	
Email	curtis.lawrie@fire.ca.gov

FEMA Form 080-0-3



**Applicant Information**

EMW-2017-FP-00457

Originally submitted on 03/15/2018 by Gina Will (Userid: paradisefd)

**Contact Information:**

Address: 767 Birch Street

City: Paradise

State: California

Zip: 95969

Day Phone: 5308726264X303

Evening Phone:

Cell Phone:

Email: gwill@townofparadise.com

**Application number is EMW-2017-FP-00457**

* Organization Name	Town of Paradise Fire Department
* Are you a Fire Department?	Yes
* Type of Applicant	Fire Department
If "Other", please enter the type of Applicant	
What kind of Fire Department do you represent?	Combination (Majority Paid/Career)
If you answered "Combination" above, what is the percentage of career members in your organization?	62.00
* Are you a non-fire based EMS?	No
* Type of community served?	Urban
<b>SAM.gov (System For Award Management)</b>	
* What is the legal name of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	Paradise, Town of
* What is the legal business address of your Entity as it appears in SAM.gov? Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.	
* Mailing Address 1	5555 Skyway
Mailing Address 2	767 Birch Street
* City	Paradise
* State	California
* Zip	95969 - 4931 Need help for ZIP+4?
* Employer Identification Number (i.e. 12-3456789) Note: This information must match your SAM.gov profile.	94-2621899
* Is your organization using the DUNS number of your Jurisdiction?	Yes
* I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application. (Required if you select "Yes" above)	<input checked="" type="checkbox"/>
* What is your 9 digit DUNS number?	362314890 (call 1-866-705-5711 to get a DUNS number)

<p>If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.</p> <p>Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you are using your Jurisdiction's bank account or have your own DUNS number and bank account separate from your Jurisdiction.</p>	
<p>* Is your DUNS Number registered in SAM.gov (System for Award Management previously CCR.gov)?</p>	Yes
<p>* I certify that my organization/entity is registered and active at SAM.gov and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's SAM.gov record.</p>	<input checked="" type="checkbox"/>
<p>* Please describe your organization and/or community that you serve. 4000 characters</p>	<p>The Town of Paradise is considered a "bedroom community", an incorporated town in Butte County, in the northwest foothills of the Sierra Nevada mountain range of California's central valley. The community is comprised of an above average number of older adults, with an average age of 50.2 years and 25% of the population over the age of 65. It is highly forested with Ponderosa Pine, Incense Cedar and California Black Oak trees. We have a population of 26,551 covering 18.32 square miles.</p> <p>The Town of Paradise was incorporated in 1979. The Paradise Fire Department began as a Volunteer Fire Fighter Unit in 1944. In 1946 the first fire station was completed. The first full time fire personnel were hired in July 1952. Today, the Paradise Fire Department staffs 2 fire stations.</p> <p>The Town of Paradise is in the Sierra Nevada foothills above the northeastern Sacramento Valley, and is situated on a ridge between the Feather River &amp; Butte Creek Canyons. The canyons that flank the Town are comprised predominantly of mature brush. The Town itself is comprised of mixed brush and oak woodland fuel type on the southerly end of Town below 1,500-foot elevation, and predominantly mixed conifer with some understory brush with in the Town above 1,500 feet. This mix of topography and fuel types often leads to rapidly developing wildland fire with considerable spotting potential.</p>
<p>* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served?</p>	26551
<p>* Do you currently report to the National Fire Incident Reporting System (NFIRS)?</p> <p>Note: You will be required to report to NFIRS for the entire period of the grant.</p>	Yes
<p>If you answered "Yes" above, please enter your FDIN/FDID.</p>	04030
<p>Headquarters or Main Station Physical Address</p>	

* Physical Address 1	767 Birch Street
Physical Address 2	
* City	Paradise
* State	California
* Zip	95969 - 4634
* Mailing Address 1	5555 Skyway
Mailing Address 2	
* City	Paradise
* State	California
* Zip	95969 - 4931
<b>Bank Account information</b>	
* The bank account being used is: (Please select one from right)	Maintained by my Jurisdiction
<b>Note: The following banking information must match your SAM.gov profile.</b>	
* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	121122676
* Your account number	153499273891
<b>Applicant Budget</b>	
* What is your department's operating budget (i.e., personnel, maintenance of apparatus, equipment, and facilities; utility costs; purchasing expendable items, etc.) for the current (at time of application) fiscal year and for the previous three <b>fiscal</b> years? Please indicate in the text box next to each of the budget figures what <b>fiscal</b> year that amount pertains to.	<p>4443799</p> <p>Budget: 4015287    Fiscal Year: 2017          Budget: 3768872    Fiscal Year: 2016          Budget: 3457284    Fiscal Year: 2015</p>
<p>* Financial Need: Why are you unable to fund this project without Federal assistance? How are the critical functions of your organization affected without this funding? Please provide the details of your current operating budget. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past(4000 characters).</p> <p>After many years of depleted cash flow reserves and deferred maintenance of facilities and vehicle replacement, the Town of Paradise citizens passed a six year 0.50% transaction and use tax which went into effect April 1, 2015. Although it will provide an additional \$1.3 million in funding for each of these six years, it is not enough to fund all the needs of every department. Currently it is maintaining staffing levels for the fire department by paying about 4.5% of the annual personnel contract and it has funded the replacement of two type one fire engines. The remaining funds are already committed to the most critical public services of the Town of Paradise including Police Services, Street Maintenance and Animal Control.</p> <p>Even with this additional funding, the fixed costs of the General Fund remain over 87% of the operating budget. Meaning that personnel costs and debt service requirements use most the available resources. This leaves 13% of the budget available to fund utilities, gasoline, and general operating expenses like medical supplies and personal protective equipment. There simply are no resources available for additional programs and operating needs.</p> <p>The critical functions, Department staffing, fire apparatus &amp; equipment acquisition, and key fire prevention programs including the fire marshal, hazard abatement program and to a degree community risk reduction, have been met. In terms of community risk reduction there is more that can be done, but simply not the funding to handle this need. Our focus is on community risk reduction, specifically associated with the Town of Paradise Evacuation Plan and resident education and community preparedness. We are asking for funding specifically to help in this area.</p> <p>Although the Town of Paradise does not have the financial resources to fund all elements of the evacuation plan education and community preparedness program we have been actively pursuing grants, donations and engaging our partners to accomplish our goals. Over the past two years, we've received funding as follows: \$11,966 in private grants, \$2,400 in local donations and \$4,055 in funding from other public agencies,</p>	

totaling \$18,421. The above funds have been used to fund the design, printing and distribution of the Town of Paradise Evacuation Plan and other evacuation preparedness programs.

#### Additional Information

\* This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

\* Is the applicant delinquent on any federal debt?

No

\* This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

Yes

\* If awarded, will your organization expend more than \$750,000 in Federal funds during your organization's fiscal year? If "Yes", your organization will be required to undergo an A-133 audit. Reasonable costs incurred for an A-133 audit are an eligible expenditure and should be included in the applicant's proposed budget. Please enter audit costs only once under any "Additional Funding" in the "Request Details" section of the application.

No

If you answered "Yes" to any of the additional questions above, please provide an explanation in the space provided below(4000 characters):

The Town of Paradise currently receives Federal funding for various project development items for transportation related projects.

FEMA Form 080-0-3



**Request Information**

Program Name
Fire Prevention and Safety

FEMA Form 080-0-3



**Request Details**

The number of projects and cost for the activity Fire Prevention and Safety are listed in the table below.

Activity	Number of Projects	Total Cost	Action
Fire Prevention and Safety	3	\$ 31,800	<a href="#">View Details</a>

FEMA Form 080-0-3a



**Budget**

Budget Object Class			
Budget Amount	First 12-Month Period	Second 12-Month Period	Total
Personnel	0	0	0
Benefits	0	0	0
Travel	0	0	0
Equipment	0	0	0
Supplies	0	0	0
Contractual	0	0	0
Construction	0	0	0
Other	31,800	0	31,800
Indirect Charges	0	0	0
<b>Total</b>	<b>31,800</b>	<b>0</b>	<b>31,800</b>

Indirect Cost Details (complete this section only if you have a Federally approved Indirect Cost Rate agreement). Please note you must add the Indirect Costs as a line item within the Request Details section as they are not automatically calculated.

Agency Indirect Cost Agreement with	
Indirect Cost Rate	%
Agreement Summary	
<b>Total Federal and Applicant Share</b>	
Federal Share	\$ 30,286
Applicant Share (Cash OR In-Kind)	\$ 1,514
Applicant Share of Award (%)	5

**Non-Federal Resources** (The combined Non-Federal Resources must equal the Applicant Share of \$ 1,514)

a. Applicant	\$ 1,514
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in "Other Sources" other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

<b>Total Budget</b>	<b>\$ 31,800</b>
---------------------	------------------

FEMA Form 080-0-3a



**Narrative Statement**

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The narrative for Fire Prevention and Safety is provided when adding Fire Prevention and Safety Projects under the **Request Details** section.





## Assurances and Certifications

### FEMA Form SF 424B

**You must read and sign these assurances.** These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

**Note:** Fields marked with an \* are required.

O.M.B Control Number 4040-0007

#### Assurances Non-Construction Programs

**Note:** Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Gina Will** on **03/13/2018**



**Form 20-16C****You must read and sign these assurances.**

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

**Note:** Fields marked with an \* are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when FEMA determines to award the covered transaction, grant, or cooperative agreement.

**1. Lobbying**

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies 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 agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

**2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)**

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform 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.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e. regional office or FEMA office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance				
Street	City	State	Zip	Action

If your place of performance is different from the physical address provided by you in the Applicant Information, press *Add Place of Performance* button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Signed by <b>Gina Will</b> on <b>03/13/2018</b>
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**FEMA Standard Form LLL**

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Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.







**TOWN OF PARADISE**  
**Council Agenda Summary**  
**October 9, 2018**

**AGENDA NO. 2(f)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Declaration of Certain Town Equipment from the Police Department to be Surplus and Obsolete.

**COUNCIL ACTION REQUESTED:**

- 1.) Declare the attached described vehicle equipment and office items as surplus property; and
- 2.) Adopt Resolution No. 18-\_\_\_, declaring certain Town Equipment to be surplus and obsolete and authorizing disposal through sale or donation by the Town Manager or her designee.

**BACKGROUND:** Over time, equipment is installed and replaced in vehicles, and Department facilities. Especially during tight fiscal times, it is prudent to preserve these items in storage for future use, if needed. Over time these items become obsolete as they become dated or as technology evolves. The property listed below may be declared as unusable or outdated as it can no longer be used effectively for Town purposes. It is recommended to sell these items as surplus property.

**FINANCIAL IMPACT:** The disposal of these office items will have no negative impact on the General Fund. A small sum of revenue is anticipated from the sale of these items.

**POLICE VEHICLE EQUIPMENT**

1. Approximately twenty-seven (27) vehicle seats, and/or sections of vehicle seats.
2. Six (6) Ford Police Interceptor Utility back seat door interior panels and speakers.
3. Unused portions of three (3) vehicle center consoles.
4. Two (2) side-view vehicle mirrors.
5. One (1) Hawk brand emergency vehicle light bar, non-LED.
6. Miscellaneous wiring.
7. One (1) box miscellaneous obsolete interior halogen emergency lights and exterior light red, blue and amber non-LED light bar filters.
8. One (1) box obsolete wideband VHF mobile radios.

**TOWN OF PARADISE  
RESOLUTION NO. 18-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE  
DECLARING CERTAIN TOWN PROPERTY TO BE SURPLUS AND AUTHORIZING  
DISPOSAL THEREOF**

WHEREAS, the Town of Paradise wishes to dispose of certain equipment from the Police Department that is no longer functional or necessary to the Town's operations through public auction, internet sale, salvage or other legal method.

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

Section 1. The following equipment is declared to be surplus:

1. Approximately twenty-seven (27) vehicle seats, and/or sections of vehicle seats.
2. Six (6) Ford Police Interceptor Utility back seat door interior panels and speakers.
3. Unused portions of three (3) vehicle center consoles.
4. Two (2) side-view vehicle mirrors.
5. One (1) Hawk brand emergency vehicle light bar, non-LED.
6. Miscellaneous wiring.
7. One (1) box miscellaneous obsolete interior halogen emergency lights and exterior light red, blue and amber non-LED light bar filters.
8. One (1) box obsolete wideband VHF mobile radios.

Section 2. Pursuant to Paradise Municipal Code Section 2.45.130, the Town Manager is hereby authorized to dispose of the property set forth in Section 1 through public auction, internet, sale, salvage, donation or other legal method.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9<sup>th</sup> day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_

Jody Jones, Mayor

ATTEST:

\_\_\_\_\_  
Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Dwight L. Moore, Town Attorney



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: October 9, 2018**

**AGENDA ITEM: 2(g)**

**ORIGINATED BY:** Eric Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**COUNCIL ACTION REQUESTED:**

- (1) Authorize the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Capture Technologies to upgrade the Paradise Police Department Emergency phone recording system
- (2) Authorize the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Capture Technologies to upgrade the Paradise Police Department multi-channel Non-Emergency Phone and Radio recording system
- (3) Authorize the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch to enter into an agreement with Infinite Consulting Services to replace the Paradise Police Department Dispatch Phone and Radio Interface Headset equipment
- (4) Authorize the Town Manager or Designee to execute all related contracts for such Police Dispatch Center equipment upgrades

**BACKGROUND:**

In the State of California, fees are collected from phone users to support the cost of operating, maintaining and replacing the network, systems and Customer Premise Equipment (CPE) required for people to access their 9-1-1 Emergency and non-emergency communications Public Safety Answering Points (PSAP). These CPE funds are held by the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch (Cal-OES 9-1-1 Branch) and allotted for expenditure on specified costs to the local PSAP's based on the volume of calls received by the PSAP.

All local PSAP's in Butte County, including the Butte County Sheriff's Office, the California State University, Chico Police Department (CSUC-PD), the City of Chico, the Gridley-Biggs Police Department, the City of Oroville and the Paradise Police Department, share a County-wide 9-1-1 Emergency communications infrastructure (VIPER). The sharing of this VIPER system allows for each agency to share the cost of the installation, maintenance and replacement of the VIPER network and equipment. This shared network approach reduces the liabilities against the CPE allotments for each agency and allowed for Butte County PSAP's to be among the first in the State capable of processing Text-to-911 calls. Additionally, the shared VIPER network significantly increases the interoperability and redundancy of the 9-1-1 Emergency communications network by allowing the agencies to transfer calls and caller

information between agencies, roll 9-1-1 calls from one agency to another if a Dispatch Center is inundated with 9-1-1 Emergency calls beyond the capacity of that agency, or the PSAP is evacuated, for example. The cost savings realized by this regional approach allows the Town of Paradise to invest residual CPE funding into replacing necessary, CPE that would otherwise need to be funded by the Town of Paradise.

### **DISCUSSION:**

The VIPER network and CPE equipment currently installed and in use has reached its expected lifecycle, and its failure could result in potentially significant liabilities to the Town. As with any computer equipment in use 24 hours per day/7 days per week, the infrastructure ages and becomes less reliable; and in some cases, replacement parts become obsolete. Not only can this result in equipment failures and reduced public access to the Paradise Police Department Public Safety Access Point (PSAP), it can also lead to expensive repairs or replacement of existing, antiquated technology and equipment as it fails.

The County-wide VIPER network and the Paradise Police Department PSAP CPE were last replaced in 2012. The State of California allows for a 5-year life cycle for this equipment, and has allotted funding to the Paradise Police Department, as well as the other local PSAP's, to replace the County-wide VIPER network and local CPE equipment. The Police Department has been working with the other local PSAP's to coordinate the replacement of the VIPER network and local CPE equipment with State authorized CPE vendors and the State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch since June, 2016. The Scope of Work has been finalized and accepted by the State and authorized CPE vendors with equipment and installation costs set by State contracted rates, establishing the residual funding amount available for additional, local CPE equipment upgrades. The State of California, Office of Emergency Services, 9-1-1 Emergency Communications Branch requires the Town of Paradise to execute a Purchase Order to authorize the Cal-OES 9-1-1 Emergency Communications Branch to enter into a final agreement with the local CPE contractors to provide equipment, installation and maintenance contracts for the equipment. The contracts include all networks, systems and equipment needed, as well as warranty and service.

### **FINANCIAL IMPACT:**

There is no impact to the General Fund.

The purchase and installation of the replacement multi-channel phone and radio recording system and Paradise Police Department CPE will be a two phase process. Emergency calls will be recorded at the point the call enters the network. The County wide cost for this portion of the recorder is \$171,398.78, however, when divided evenly amongst the PSAP's in throughout the County based on the number of phone answering points in each PSAP, the cost to the Town of Paradise's CPE residual funding is a total of \$22,356.36. The remaining phone lines and Paradise radio frequencies will be recorded locally, with the cost for the local portion of the recorder totaling \$25,231.64. This recording system is far superior to the current Town of Paradise recorder for emergency phone lines, non-emergency phone lines and radio frequencies with significant advancements in user interface, interoperability with other agencies radio frequencies, and quality control features.

The purchase and installation of the replacement Dispatch phone and radio interface headset equipment and Paradise Police Department CPE will cost a total of \$2,103.15.

Once the Town authorizes the Cal-OES 9-1-1 Branch to execute these contracts, it will be funded entirely by the portion of the Town of Paradise's residual CPE allotment within the Cal-OES 9-1-1 Branch funding with the State of California. There are no remaining costs expected to be borne by the Town of Paradise, having no impact to the Town budget.



An Employee-Owned Company

Capture Technologies, Inc.

3575 Alameda Ave, Oakland, CA 94601

t. 800.544.5050 f. 510.534.0202

# Quotation

**Number**  
**Date**

CAPQ4173 REV-1  
Sep 13, 2018

**CMAS#**

3-17-70-1799F

## Sold To

## Ship To

## Account Executive

### Butte County Communications

Weedy Hannibal  
308 Nelson Ave.  
Oroville, CA 95965

### Butte County Communications

Weedy Hannibal  
308 Nelson Ave.  
Oroville, CA 95965

Chris McCay

2617 "K" St, Suite #125  
Sacramento, CA 95816  
CSL #876993 / NSL #0083740  
cmccay@capturet.com

**Phone** 530.552.3276  
**Fax**

**Phone** 530.552.3276  
**Fax**

**Phone** 510-500-1469  
**Fax** 510.485.5169

## Terms

Net 30

## Installation Date

7/31/2018

**SUB Total** **\$163,985.94**

**Product** Included

**Services** Included

**S&H** Included

**Sales Tax** **\$7,412.84**

**Grand Total** **\$171,398.78**

## Scope of Work

EVENTIDE-2 (Two)NexLog 740 -New Turnkey Server Hardware. 1 server for each of the two host locations to create 100% redundancy. Each system has 72 fully licensed Analog channels, and 112 VoIP channels, Viper integration, 2 x 2TB Hot Swap h/w-RAID1, Integrated 7" Color LCD Touch Screen Display, 1- Blu-Ray Drive for archiving. Media works Plus with 16 concurrent licenses per system-(32 total) for search, replay, instant recall, incident reconstruction and much more.

Also included- 1- NexLog Access Bridge License( links both logger together), 1-8TB NAS (Network Attached Storage.)

This quote Includes Installation & Project Management & Onsite Training of all new equipment and software packages. Complete 24 x 7-365 Full Field Warranty with local on-site support and coverage for the specified years.

CMAS Contract #: 3-17-70-1799F

## Part #

## Description

## Qty

### LOGGER "A"

NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, comprehensive user auditing web-based configuration managemetn tool,Muti-tier security, Support for password policies, Active directory authentication and SNMP.	1
271083	8 pack MediaWorks PLUS (web) 8-concurrent licenses. a complete set of tools for search, replay, instant recall, incident reconstruction, export, multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop playback, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay. 6 ways of sharing files including 5 ways to export recordings. You can export in .mp3, .wav, mpeg and avi. Software also provides a comprehensive set of Incident Management Tools including Word/Phrase search -Redact audio -Split audio clips -Merge audio clips - Obfuscate audio, Audio annotations - Text annotations -Protect calls and much more. TOTAL OF 16 CONCURRENT LICENSES	2
105301	Integrated 7" Color LCD Touch Screen Display for NexLog 740-The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system	1
108233-000	Dual Hot-Swap power supplies, 120/240 VAC	1
105313	Upgrade to 2 x 2TB Hot Swap h/w-RAID1 = 2TB storage. 1TB is about 167,000 hours of talk time.	1
105385	Equip with 1 Blu-Ray Drive (Archive to Blu-Ray or DVD-RAM)	

Part #	Description	Qty
108109	Rack Mount Slides - 2 Post Center Mt., 3U (for NexLog 740)	1
105284-024	24-Channel Analog Card, 24 Ch. Licenses	3
324469	Single-port 100/GB PCI Network Card	2
271052	Internal IP Recorder with First 8 G.711 Channels	1
271086	Internal IP G.729 8-Channel license add-on pack	13
209029	911 NENA ANI/ALI CAD Spill Integration	1
271139	Eventide Interface license for VIPER 911 IP/SPAN Recording	1
109033-003	Quick Install Kit (9 ft. Cable + "66" Block):	1
	<i>ADD ON SOFTWARE</i>	
115021	Enhanced Reporting Package (ER) with call analysis- highly-flexible Enhanced Reporting option is pre-loaded with standard reports, get actionable information to supervisors and directors when they need it.	1
271077	Quality Factor Software: FIRST 20 Agents -enables your QA team to efficiently measure performance trends and identify skills that need improvement. The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs	1
271082	Quality Factor Software: 20 Agent ADD-ON license pack	1
271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	1
	<i>**INSTALLATION **CONFIGURATION ** TRAINING **</i>	
Inst-VL	Capture Technologies Certified Local on site Installation. (One location Installed) Includes: Project Management Server Burn In Server Install Workstation Install Training-Intial training of system and periodic training with active current service contract Training for Quality factor, and Enhanced reporting software packages	1
	<i>PRO SUPPORT SERVICES- LOCAL ON-SITE SERVICE 24X 7-365</i>	
CNVL24x7FF	5 year Support Services-Including LOCAL onsite technicians within Gold -VL - 24x7 Full Field Service-Full Warranty Coverage including 800# Phone Support and on site service. Full Hardware Warranty & manufacturer certified Capture technologies Technicians. (20% discount for 5 year upfront payment)	5
	<i>LOGGER B</i>	
NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, comprehensive user auditing web-based configuration managemetn tool,Muti-tier security, Support for password policies, Active directory authentication and SNMP.	1
271083	8 pack MediaWorks PLUS (web) 8-concurrent licenses. a complete set of tools for search, replay, instant recall, incident reconstruction, export, multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop playback, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay. 6 ways of sharing files including 5 ways to export recordings. You can export in .mp3, .wav, mpeg and avi. Software also provides a comprehensive set of Incident Management Tools including Word/Phrase search -Redact audio -Split audio clips -Merge audio clips - Obfuscate audio, Audio annotations - Text annotations -Protect calls and much more. TOTAL OF 16 CONCURRENT LICENSES	2
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108233-000	Dual Hot-Swap power supplies, 120/240 VAC	1
105313	Upgrade to 2 x 2TB Hot Swap h/w-RAID1 = 2TB storage. 1TB is about 167,000 hours of talk time.	1
105385	Equip with 1 Blu-Ray Drive (Archive to Blu-Ray or DVD-RAM)	1
108109	Rack Mount Slides - 2 Post Center Mt., 3U (for NexLog 740)	1
105284-024	24-Channel Analog Card, 24 Ch. Licenses	3
324469		2

Part #	Description	Qty
271052	Single-port 100/GB PCI Network Card	1
271086	Internal IP Recorder with First 8 G.711 Channels	13
209029	Internal IP G.729 8-Channel license add-on pack	1
271139	911 NENA ANI/ALI CAD Spill Integration	1
109033-003	Eventide Interface license for VIPER 911 IP/SPAN Recording	1
	Quick Install Kit (9 ft. Cable + "66" Block):	1
	<i>Add on Software Components</i>	
115021	Enhanced Reporting Package (ER) with call analysis- highly-flexible Enhanced Reporting option is pre-loaded with standard reports, get actionable information to supervisors and directors when they need it.	1
271077	Quality Factor Software: FIRST 20 Agents -enables your QA team to efficiently measure performance trends and identify skills that need improvement. The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs	1
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271098	Geo Search/View (Requires Lat/Lon, MW PLUS, Google Maps)	1
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	<b>PRO SUPPORT SERVICES- LOCAL ON-SITE SERVICE 24X 7-365</b>	
CNVL24x7FF	5 year Support Services-Including LOCAL onsite technicians within Gold -VL - 24x7 Full Field Service-Full Warranty Coverage including 800# Phone Support and on site service. Full Hardware Warranty & manufacturer certified Capture technologies Technicians. (20% discount for 5 year upfront payment)	5
	<b>SOFTWARE AND HARDWARE USED BY BOTH LOGGERS</b>	
2N8934-NAS	NETGEAR ReadyNAS 3138 4x2TB Enterprise Drives (8TB)	1
271113	NexLog Access Bridge License( links both logger together)	1
	Shipping and Handling	1

To accept this quotation and purchasing T&C's, sign here and return for Invoice to be issued

Signature

**Thank You For Your Business!**

Date



## Purchasing Terms and Conditions

Capture Technologies, Inc. (CTI) shall use all reasonable efforts to perform professional services and deliver all materials associated with the attached quote. If the end user has made any Material modifications without CTI permission and prior written consent, CTI will be under no obligation to provide any service until such time as the issue is resolved within reasonable satisfaction of CTI. Any delay in the performance of any obligations created by the end user or the reseller shall not delay or extend any terms set forth by CTI. If it is determined that any changes to the Quoted hardware and/or software are required, the Customer shall submit a Change Request Form. The customer is still liable in full for any services/hardware/software originally ordered and the terms set forth below.

It is agreed that the seller will retain title to any equipment or material that may be furnished until final payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same, and the seller will be held harmless for any damages resulting from the removal thereof.

Customer promises to pay any attorney fees and court costs reasonably incurred by Capture Technologies in any action taken to enforce collection on this account. Customer further agrees to pay finance charges in an amount equal to 1.5% per month (18% per annum) on any unpaid balance of this invoice after 30 days. Cancellations & or Returns may be subject to a Restocking Fee of up to 25% of Product Purchase Price, plus any labor, installation, engineering and consulting hours expended, charged at Capture Technologies' current rates. If the Equipment was ordered specifically for the Customer and cannot be returned to Capture Technologies' supplier, no cancellation or refund for such Equipment will be allowed.

The Installation of the Call Recording Platform is assumed complete, when the new voice recorder is capable of being the primary call retrieval mechanism. As enumerated in the attached Scope of Work, Additional connections to new sources of Audio, including new CPE and Radio Equipment, will be handled under the Maintenance Agreement.

Quotes Valid for 45 Days, On-site Annual Service Agreements include a \$29.99 annual fuel surcharge

**PAYMENT TERMS: Net 30**

**DEPOSIT:** No Deposit Required

**INVOICING:** The Customer will be invoiced 100% of the overall quoted amount by CTI upon completion / installation of the project and signature of completion by the customer. If there are customer delays due to factors outside the control of CTI, CTI will have the right to invoice for all the equipment that has been delivered. The Balance of the charges, Installation & Training, will be invoiced upon completion/installation of the project and signature of completion by the customer. Installation is considered complete when system is installed and functional. Tasks on hold due to customer or other 3<sup>rd</sup> Party Vendors will be noted as a post installation item to be completed under the terms of the service agreement.

**CHANGE ORDERS:** The Customer will be invoiced by CTI for any Change Order when the product / services are delivered.

**PLEASE NOTE:** All Capture Technologies invoices are Net 30 based upon the invoice date.

**SERVICE CONTRACT:** CTI will provide services per the attached agreement...

# PURCHASE ORDER

<p><b><u>VENDOR:</u></b></p> <p><b>CAPTURE TECHNOLOGIES</b></p> <p><b>3575 ALAMEDA AVE</b></p> <p><b>OAKLAND, CA 94601</b></p>	<p><b><u>P.O. NUMBER:</u></b></p> <p><b>PO Dispatch 18-02</b></p> <hr/> <p><b><u>PAYMENT TERMS:</u></b></p> <p><b>GC927</b></p> <hr/> <p><b><u>STATE TRACKING NUMBER:</u></b></p> <p><b>21750</b></p> <hr/> <p><b><u>STATE CONTRACT NUMBER:</u></b></p> <p><b>CMAS CONTRACT # 3-17-70-1799F</b></p>
<p><b><u>SHIP TO ADDRESS:</u></b></p> <p><b>Paradise Police Department</b></p> <p><b>5595 Black Olive Drive</b></p> <p><b>Paradise, CA 95969</b></p>	<p><b><u>BILL TO ADDRESS:</u></b></p> <p><b>CA GOVERNOR'S OFFICE OF EMERGENCY SERVICES</b></p> <p><b>CA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE</b></p> <p><b>601 SEQUOIA PACIFIC BLVD MS-911</b></p> <p><b>SACRAMENTO, CA 95811-0282</b></p>

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
2	EACH	Eventide NexLog 740 Logger	\$81,992.97	\$163,985.94
		TAX	\$7,412.84	\$7,412.84

*** PURCHASE TOTAL ***	171,398.78
BILL TO THE STATE 9-1-1 OFFICE (Cooperating Agencies):	149,042.42
BILL TO THE STATE 9-1-1 OFFICE (Town of Paradise):	22,356.36
BILL TO THE ORDERING AGENCY:	0.00

<u>PRINTED NAME &amp; TITLE OF AUTHORIZING SIGNATURE:</u>  <u>Lauren Gill, Town Manager</u>	<u>OTHER INSTRUCTIONS:</u>
<u>AUTHORIZING SIGNATURE:</u>	<u>DATE:</u>



An Employee-Owned Company

**Capture Technologies, Inc.**

3575 Alameda Ave, Oakland, CA 94601  
t. 800.544.5050 f. 510.534.0202

# Quotation

**Number** CAPQ4409  
**Date** Sep 17, 2018

**CMAS#** 3-17-70-1799F

Sold To	Ship To	Account Executive
<b>Town of Paradise</b> Anthony Borgman 5595 Black Olive Dr. Paradise, CA 95969	<b>Town of Paradise</b> Anthony Borgman 5595 Black Olive Dr. Paradise, CA 95969	Chris McCay 2617 "K" St, Suite #125 Sacramento, CA 95816 CSL #876993 / NSL #0083740 cmccay@capturet.com

**Phone** (530) 872-6241  
**Fax**

**Phone** (530) 872-6241  
**Fax**

**Phone** 510-967-2221  
**Fax** 510.485.5169

Terms	Installation Date	SUB Total	\$24,122.56
<h2>Scope of Work</h2> <p>EVENTIDE:1-NexLog 740 -New Turnkey Server Hardware.Configuration is based on local needs and connecting to a host system. Thjs configuration has 8 licensed analog channels and a 2 x 1TB Hot Swap h/w-RAID1, Integrated 7" Color LCD Touch Screen Display, 1- Multi-Drive for DVD-RAM for archiving. NexLog Access Bridge for seamless intergration to host recorders.</p> <p>This quote Includes Installation &amp; Project Management &amp; Onsite Training of all new equipment and software. Complete 24 x 7-365 Full Field Warranty with local on-site support and coverage for the specified years.</p> <p>CMAS Contract #: 3-17-70-1799F</p>		<b>Product</b>	Included
		<b>Services</b>	Included
		<b>S&amp;H</b>	Included
		<b>Sales Tax</b>	<b>\$1,109.08</b>
		<b>Grand Total</b>	<b>\$25,231.64</b>

Part #	Description	Qty
NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, comprehensive user auditing web-based configuration managemtn tool,Muti-tier security, Support for password policies, Active directory authentication and SNMP.	1
105301	Integrated 7" Color LCD Touch Screen Display for NexLog 740-The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system	1
108233-000	Dual Hot-Swap power supplies, 120/240 VAC	1
105311	Upgrade to 2 x 1TB Hot Swap h/w-RAID1 = 1TB storage	1
105321	Equip with 1 Multi-Drive for DVD-RAM (standard)	1
108109	Rack Mount Slides - 2 Post Center Mt., 3U (for NexLog 740)	1
105284-008	8-Channel Analog Card, 8 Ch. Licenses	1
271113	NexLog Access Bridge License	1
<b>**INSTALLATION **CONFIGURATION ** TRAINING **</b>		
Inst-VL	Capture Technologies Certified Local on site Installation. (One location Installed) Includes: Project Management Server Burn In Server Install Workstation Install Training-Intial training of system and periodic training with active current service	1

Part #	Description	Qty
	contract Training for Quality factor, and Enhanced reporting software packages  <i>PRO SUPPORT SERVICES Included - LOCAL ON-SITE SERVICE 24X 7-365</i>	
CNVL24x7FF	5 years Support Services-Including LOCAL onsite technicians within Gold -VL - 24x7 Full Field Service-Full Warranty Coverage including 800# Phone Support and on site service. Full Hardware Warranty & manufacturer certified Capture technologies Technicians.	1

To accept this quotation and purchasing T&C's, sign here and return for Invoice to be issued

Signature	<b>Thank You For Your Business!</b>	Date
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# PURCHASE ORDER

[illegible]

**Infinite Consulting Services**

1690 Sutter Road, Suite 1 | McKinleyville | CA | 95519

Phone: (707) 839-0100 | Fax: (707) 839-0200 | Email: sales@infiniteconsulting.com

**QUOTE**

Date	Quote #
09/14/18	ICSQ3067-01

**Sold To:** Paradise Police Department  
Anthony Borgman  
5595 Black Olive Dr,  
Paradise, CA 95969  
United States

**Phone:** (530) 872-6241**Fax:**

**Ship To:** Paradise Police Department  
Anthony Borgman  
5595 Black Olive Dr,  
Paradise, CA 95969  
United States

**Phone:** (530) 872-6241**Fax:**

Qty	Description	Unit Price	Ext. Price
4	Plantronics EncorePro 540 Customer Service Headset - Mono - Wired - Over-the-ear, Over-the-head, Behind-the-neck - Monaural - Supra-aural - Noise Cancelling Microphone	\$70.98	\$283.92
4	Plantronics Spare Foam Cushion - Foam	\$2.90	\$11.60
2	Plantronics Peaceful Purple Voice Tube	\$4.66	\$9.32
2	Plantronics Cool Blue Voice Tube	\$4.66	\$9.32
2	Plantronics Voice Tube - Outrageous Orange	\$4.66	\$9.32
4	Plantronics SupraPlus HW251N Headset - Mono - Wired - Over-the-head - Monaural - Semi-open - 3.94 ft Cable	\$64.02	\$256.08
4	Plantronics CA12CD-S PTT Adapter	\$343.08	\$1,372.32
		SubTotal	\$1,951.88
		Sales Tax	\$151.27
		Shipping	\$0.00
		<b>Total</b>	<b>\$2,103.15</b>

*Quote valid for 30 days. Pricing subject to change after quote has expired.*

Cage: 67F25

DUNS: 009544987

CA SB (Micro) ID# 1770660

CMAS #: 3-18-70-3495A

# TOWN OF PARADISE

## PURCHASE ORDER

<b>VENDOR:</b> INFINITE CONSULTING SERVICES 1690 SUTTER ROAD, SUITE 1 MCKINLEYVILLE, CA 95519	<b>P.O. NUMBER:</b> <b>PO Dispatch 18-04</b> <b>PAYMENT TERMS:</b> <b>CMAS CONTRACT # 3-18-70-3495A</b> <b>STATE TRACKING NUMBER:</b> <b>20919</b> <b>STATE CONTRACT NUMBER:</b> <b>CMAS CONTRACT # 3-18-70-3495A</b>
<b>SHIP TO ADDRESS:</b>  Paradise Police Department 5595 Black Olive Drive Paradise, CA 95969	<b>BILL TO ADDRESS:</b> CA GOVERNOR'S OFFICE OF EMERGENCY SERVICES CA 9-1-1 EMERGENCY COMMUNICATIONS OFFICE 601 SEQUOIA PACIFIC BLVD MS-911 SACRAMENTO, CA 95811-0282

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
4	EACH	Plantronics EncorePro 540 Customer Service Headset - Mono - Wired - Over-the-ear, Over-the-head, Behind-the-neck - Monaural - Supra-aural - Noise Cancelling Microphone	\$70.98	\$283.92
4	EACH	Plantronics Spare Foam Cushion - Foam	\$2.90	\$11.60
2	EACH	Plantronics Peaceful Purple Voice Tube	\$4.66	\$9.32
2	EACH	Plantronics Cool Blue Voice Tube	\$4.66	\$9.32
2	EACH	Plantronics Voice Tube - Outrageous Orange	\$4.66	\$9.32
4	EACH	Plantronics SupraPlus HW251N Headset - Mono - Wired - Over-the-head - Monaural - Semi-open - 3.94 ft cable	\$64.02	\$256.08
4	EACH	Plantronics CA 12CS-S PTT Adapter	\$343.08	\$1,372.32
1	EACH	SHIPPING	\$0.00	\$0.00
1	EACH	TAX	\$151.27	\$151.27

*** PURCHASE TOTAL ***	2,103.15
BILL TO THE STATE 9-1-1 OFFICE:	2,103.15
BILL TO THE ORDERING AGENCY:	0.00

<b>PRINTED NAME &amp; TITLE OF AUTHORIZING SIGNATURE:</b>  Lauren Gill, Town Manager	<b>OTHER INSTRUCTIONS:</b>  Infinite Consulting Quote #ICSQ3067-01
<b>AUTHORIZING SIGNATURE:</b>	<b>DATE:</b>



**Town of Paradise  
Council Agenda Summary  
Date: October 9, 2018**

**Agenda Item: 2(h)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer  
**Reviewed by:** Lauren Gill, Town Manager  
**Subject:** Shasta County Mutual Aid Agreement

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**Council Action Requested:**

1. Authorize the Town Manager to approve a law enforcement mutual aid agreement between Shasta County and the Town of Paradise for assistance provided for the Carr Fire.

**Alternatives:**

Decline to approve the agreement and forfeit the opportunity to request reimbursement.

**Background:**

On July 23, 2018, an extreme wildfire fueled by heavy brush, gusty winds and low humidity swept through Northern California named the Carr fire. Shasta County, the State of California and President Trump have all declared the Carr fire as a major emergency making the event eligible for State and Federal funding.

**Discussion:**

Between July 26, 2018 and August 6, 2018, the Town of Paradise sent some police personnel to Shasta County to assist with evacuations and security for the Carr Fire. As a result, the Town has incurred expenses of over 240 hours of overtime, travel expenses and supplies totaling over \$13,000.

**Fiscal Impact:**

Approval of the agreement will allow the Town to seek reimbursement from Shasta County of the expenses incurred in providing this assistance.



**MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF SHASTA AND THE  
TOWN OF PARADISE PERTAINING TO ASSISTANCE PROVIDED UNDER THE  
LAW ENFORCEMENT MUTUAL AID PLAN**

**WHEREAS**, on July 23, 2018, an extreme wildfire, fueled by heavy brush, gusty winds, and low humidity swept through Northern California (“Carr Fire”); and

**WHEREAS**, on July 26, 2018, and pursuant to the foregoing provisions, the Shasta County Sheriff acting as the Shasta County Director of Emergency Services proclaimed the existence of a local emergency by proclamation, which the Shasta County Board of Supervisors ratified and continued at its special meeting on July 30, 2018; and

**WHEREAS**, on July 26, 2018, the Governor of the State of California proclaimed a State of Emergency to include Shasta County and declared eligibility for Fire Management Assistance Grant and other relief programs; and

**WHEREAS**, on August 4, 2018, President Donald J. Trump declared the existence of a major disaster, DR-4382, in the State of California in connection with the Carr Fire and ordered Federal aid to supplement State and local recovery efforts in the areas affected by the Carr Fire beginning on July 23, 2018, and continuing; and

**WHEREAS**, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning Emergency Management Mutual Aid; and

**WHEREAS**, the Emergency Management Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

**WHEREAS**, the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

**WHEREAS**, the Sheriff of the County of Shasta is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

**WHEREAS**, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

**WHEREAS**, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction"; and

**WHEREAS**, the Sheriff of the County of Shasta requested the mutual aid assistance of the Town of Paradise, through its Paradise Police Department, pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the July 2018 Carr Fire; and

**WHEREAS**, Paradise Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from July 26, 2018 through August 6, 2018 to assist with law enforcement services in connection with the Carr Fire; and

**WHEREAS**, Paradise Police Department agrees to document all of its mutual aid assistance costs related to the Carr Fire as attachments to this Memorandum of Agreement (“MOA”) and submit to the County of Shasta as soon as practicable.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the County of Shasta and the Town of Paradise that the County of Shasta shall reimburse all reasonable costs associated with Town of Paradise mutual aid assistance provided under this MOA during the Carr Fire.

**IT IS FURTHER AGREED** that this MOA constitutes the entire agreement between the County of Shasta and the Town of Paradise for the purpose of providing law enforcement personnel, related equipment, and/or related materials and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this MOA or its construction or meaning of any term, this MOA shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOA.

SHASTA COUNTY

TOWN OF PARADISE

By: \_\_\_\_\_  
Tom Bosenko  
Sheriff, County of Shasta

By \_\_\_\_\_  
Lauren Gill  
Town Manager  
Town of Paradise

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

\_\_\_\_\_  
By: David Yorton, Jr.  
Sr. Deputy County Counsel

RISK MANAGEMENT APPROVAL

\_\_\_\_\_  
By: James Johnson  
Risk Management Analyst III



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: OCTOBER 9, 2018**

**AGENDA ITEM: 2(i)**

**ORIGINATED BY:** Eric R. Reinbold, Chief of Police

**REVIEWED BY:** Lauren Gill, Town Manager

**SUBJECT:** Authorize the Town Manager to enter into a contract with Zustan K-9 Services, LLC for the purchase and training of a police canine, and authorize the use of the Canine Donation Fund to pay for said cost.

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

- (1) Authorize the Town Manager to enter into a contract Zustan K-9 Services, LLC for the purchase and training of a police canine; and,
- (2) Authorize the use of the Canine Donation Fund to pay for a police canine and the Initial Basic Handlers Course; and,
- (3) Authorize the Town Manager to sell/transfer ownership of current Police K9 Taz to another Law Enforcement Agency.

**BACKGROUND:** The Paradise Police Department has had a K-9 Program for many years; however, the number of active canines has fluctuated from as many as 3 dogs to as few as 1 dog. Currently the Police Department utilizes two (2) Police K9's, each assigned to a separate Police Officer K9 Handler. The second Police Officer K9 Handler, Sgt. Ayala, is terminating his employment with the Town of Paradise effective October 8, 2018. His assigned K9, Taz, is not a good fit to transition to an inexperienced, new Police Officer K9 Handler. The Department is currently in the process of transferring ownership of Taz to an interested Law Enforcement agency.

The Police Department has researched a number of vendors to identify the most responsible fiscal investment while taking into account the quality of the canine, the warranty on the canine, as well as the initial basic handler's course. The Department identified a new canine from Zustan K-9 Services, LLC, as the most responsible option.

**DISCUSSION:** Zustan K-9 Services, LLC, is a reputable canine vendor from Santa Cruz, CA, and is a supplier of successful canines to other, local Law Enforcement agencies. Zustan K-9 Services, LLC's training services has also been determined to meet and/or exceed California POST and industry standards. The department recommends using the same provider for the purchase and training of the new K-9.

The cost of a new canine is \$7,500.00 and the cost of the 200 hour Basic Handler Course is \$3,500.00. These costs would be paid using the Canine Donation Fund. Taz

was purchased and trained with funds from the Canine Donation Fund. Any proceeds from the sale/transfer of Taz should be deposited back into the Canine Donation Fund.

Staff requests that the Town Council authorize the Town Manager to enter into a contract for the purchase and training of a new canine and staff recommends that said costs should be paid using the Canine Donation Fund.

**FINANCIAL IMPACT:** The purchase of a new canine and the basic course training will have no affect on the General Fund. A total purchase and training cost of \$11,000.00 would be paid from the Canine Donation Fund.



**Town of Paradise**  
**Council Agenda Summary**  
**Date: October 09, 2018**

**Agenda Item: 6(a)**

**ORIGINATED BY:** Susan Hartman, CDD Manager/Assistant Planner  
**REVIEWED BY:** Lauren M. Gill, Town Manager  
**SUBJECT:** Consideration of Minor Text Amendments to Town Ordinance 571 Regarding Rezone Application PL18-00151 (Walter Sonntag)

**COUNCIL ACTION REQUESTED:**

1. Consider minor text revisions to Town Ordinance No. 571 as introduced at the September 11, 2018 Town Council meeting; **AND**
2. Waive the first reading of revised Town Ordinance No. 571 and read by title only (roll call vote); **AND**
3. Introduce revised Town of Paradise Ordinance No. 571, "An Ordinance Rezoning Certain Real Property From "AR-1" (Agricultural Residential, 1-Acre Minimum) to a "TR-1/3" (Town Residential, 1/3-Acre Minimum) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PL18-00151; Walter Sonntag)"

**ALTERNATIVE ACTIONABLE OPTION(S):**

1. Adopt an alternative directive to town staff.

**Background:**

On September 11, 2018, the Town Council introduced Town Ordinance 571, as well as adopted Town Council Resolution 18-38, relating to a proposed general plan amendment and rezone for property located at 0 Merrill Road and identified as AP No. 050-260-015. The rezone would facilitate the recordation of a concurrent Lot Line Adjustment application submitted by the project applicant, Dr. Walter Sonntag, which was tentatively approved by Town staff on August 6, 2018. In addition, the proposed general plan amendment/rezone and Lot Line Adjustment would satisfy 2 of 41 conditions of approval of Dr. Sonntag's tentative subdivision map conditionally approved in 2008 by the Planning Commission.

**Discussion:**

Although Town Council Resolution 18-38, for the General Plan Amendment, specified that the project area was only a defined portion of AP No. 050-260-015, Ordinance No. 571, for the rezone, erroneously identified the entire parcel as the project area.

Attached for Town Council consideration and approval is revised Town Ordinance No. 571 with the proposed minor text amendments, shown in “shaded” font, which will clarify the boundaries of the proposed rezone Ordinance by referencing the same exhibits that were attached to and adopted with Town Council Resolution 18-38.

**Financial Impact:**

The Town incurs no direct costs with the first reading and introduction of the revised zoning ordinance.

Attachments

**TOWN OF PARADISE  
ORDINANCE NO. 571**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM “AR-1” (AGRICULTURAL  
RESIDENTIAL, 1-ACRE MINIMUM) TO A “TR-1/3” (TOWN RESIDENTIAL-1/3 ACRE  
MINIMUM) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET.  
SEQ. (PL18-00151: WALTER SONNTAG)**

The Town Council of the Town of Paradise, State of California, does hereby **ORDAIN AS  
FOLLOWS:**

**SECTION 1.** The hereinafter described real property situated in the Town of Paradise, State of California, shall be and is hereby zoned “TR-1/3” (Town Residential 1/3-Acre Minimum) as described in Chapter 17.14 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real property so zoned is located at 0 Merrill Road in the Town of Paradise, and is more particularly identified as a portion of AP No. 050-260-015, as described in Exhibit “A” and shown in Exhibit “B” attached hereto.

**SECTION 2.** This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation 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 \_\_\_\_\_, 2018, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Jody Jones, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Dina Volenski, Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Dwight L. Moore, Town Attorney

**EXHIBIT "A"**  
**REZONE DESCRIPTION**  
(Sonntag)

All that certain real property situate in the Town of Paradise, County of Butte, State of California described as follows:

Being a portion of the southwest quarter of the northeast quarter of Section 7, Township 22 North, Range 4 East, Mount Diablo Meridian more particularly described as follows:

**BEGINNING** at the center one quarter corner of said Section 7 as shown on that certain map filed for record in the Office of the Butte County Recorder on February 10, 1994 in Book 133 of Maps, at Page 9, said point also being the southeast corner of Lot 13 as shown on that certain map entitled "Shay Acres Subdivision" filed for record in the Office of the Butte County Recorder on June 28, 1960 in Book 24 of Maps, at Page 47;

Thence, along the east line of said Lot 13 and Lot 14 as shown on said Book 24 of Maps, at Page 47, North 00°20'06" West, 218.13 feet to the northeast corner of said Lot 14;

Thence, leaving said east line, on an easterly extension of the north line of said Lot 14, North 89°14'02" East, 88.53 feet;

Thence, leaving said easterly extension, South 03°45'43" West, 115.11 feet to the beginning of a 20.00 foot radius curve, concave northwesterly;

Thence, Southwesterly, 17.45 feet along said curve, through a central angle of 49°59'26" to the beginning of a 50.00 foot radius reverse curve, concave southeasterly;

Thence, Southwesterly, 46.76 feet along said curve, through a central angle of 53°34'59";

Thence, South 00°10'44" West, 49.77 feet to the east-west centerline of said Section 7 as shown on said Book 133 of Maps, at Page 9;

Thence, along said east-west centerline, North 89°39'24" West, 50.97 feet to the point of beginning.

Containing 0.36 acres more or less.

The basis of bearings of the above described property is the east line of said Book 24 of Maps, at Page 47.

Mark R. Herrick  
NorthStar  
Mark R. Herrick, PLS 8323



Date: 8-8-2013



Line Table		
Line #	Length	Direction
L1	111.13	N00° 20' 06"W
L5	88.53	N89° 14' 02"E
L6	115.11	S03° 45' 43"W
L7	49.77	S00° 10' 44"W
L8	50.97	N89° 39' 24"W
L13	107.00	N00° 20' 06"W

Curve Table			
Curve #	Length	Radius	Delta
C1	17.45	20.00	49°59'26"
C2	46.76	50.00	53°34'59"



SHAY LANE

NOTES:

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE BASED SOLELY UPON RECORD DATA AND DO NOT REPRESENT A BOUNDARY SURVEY OF THE PARCELS SHOWN. THE BASIS OF BEARINGS FOR THIS EXHIBIT IS THE EAST LINE OF LOT 14 AS SHOWN ON BOOK 24 OF MAPS, AT PAGE 47, THE BEARING OF SAID LINE BEING N00°20'06"W PER SAID MAP.

PARCEL 1  
SONNTAG  
APN 050-230-021  
SN 1997-0029224  
ZONING: TR 1/3

EX.HOUSE

LOT 15

LOT 14

LOT 13

WROUGHT IRON  
FENCE AROUND  
POOL

TRAMPOLINE

1.5' TALL RETAINING WALL  
POOL EQUIPMENT

15" OAK  
26" PINE

PORTION OF PARCEL 2 TO  
REZONE TO TR 1/3.  
±0.36 AC

PARCEL 2  
SONNTAG  
APN 050-260-015  
SN 1997-0029228  
ZONING: AR-1

POINT OF BEGINNING.  
CENTER 1/4 CORNER SEC. 7,  
T22N, R4E MDM

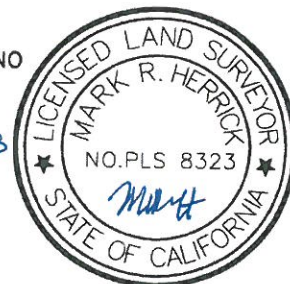
**SURVEYOR'S STATEMENT:**

THIS PLAT REPRESENTS A REZONE AS  
APPROVED BY THE TOWN OF PARADISE AND NO  
NEW PARCELS ARE CREATED.

*Mark R. Herrick*  
MARK R. HERRICK, PLS 8323

8-8-2018  
DATE

PARCEL AREAS	EXISTING	NEW
050-230-021	±0.32 AC	±0.68 AC
050-260-015	±5.06 AC	±4.70 AC



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926  
PHONE: (530) 893-1600 www.northstareng.com

**EXHIBIT B**  
**REZONE APPLICATION FOR**  
**WALTER AND DIANE SONNTAG**  
**A PORTION OF THE SW 1/4 OF THE NE 1/4 OF**  
**SECTION 7, T 22 N, R 4 E, M.D.M.**  
**TOWN OF PARADISE, COUNTY OF BUTTE, CALIFORNIA**

SCALE: 1" = 150'  
JOB NO.: 8161  
DATE: 06/07/2018  
DRAWN BY: MRH/FW  
CHECKED BY:  
SHEET NO.: 1 OF



**Town of Paradise  
Council Agenda Summary  
Date: October 9, 2018**

**Agenda Item: 6(b)**

**Originated by:** Gina S. Will, Administrative Services Director/Town Treasurer  
**Approved by:** Lauren Gill, Town Manager  
**Subject:** Operating and Capital Budget Update

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**Council Action Requested:**

Consider and file the information presented concerning Town finances.

**Background:**

The 2018/19 priority-setting meeting held on February 27, 2018 started the budget process for adopting the Operating and Capital Budgets for 2018/19. The 2018/19 budget was adopted June 26, 2018 and about three months of transactions have currently been recorded.

**Discussion:**

As Town Council is aware, Measure C has been instrumental in sustaining services for the Town of Paradise since going into effect in April 2015. It has maintained CAL FIRE staffing levels, brought police staffing back to workable capacity, replaced long deferred public safety vehicles and equipment, supported animal control operations and leveraged grant monies to improve road conditions throughout town.

Now, half way through the temporary six-year tax measure, projections indicate that, without an extension of the tax measure or some other revenue source, expenses will exceed revenues and that cuts will be necessary to balance budgets once Measure C revenues have all been used. Measure V will be on the November 2018 ballot which, if approved, would extend the 0.50% transaction and use tax for ten years after Measure C expires.

The Town is already postponing important projects until after the election to see what level of funding will be available for next year. For example, the backup batteries for the Town's public safety radio system are failing. To properly install and replace each special battery at each location will cost about \$35,000. Further, there is no funding for the AB109 officer starting next fiscal year. This position was funded for a couple years by grant monies, and the grant monies will run out this fiscal year. The AB109 officer has been helpful in addressing the issues brought into the community because of prisoner early release. Also, the CalFire contract, which expires in 2021, will need to be renegotiated before Measure C ends. It is imperative that the Town has an idea of

what the future budget will be in order to negotiate a contract for fire services for the Town of Paradise.

Projections indicate that even with the Measure C reserves the Town set aside, cuts will be needed starting next fiscal year to maintain a balanced budget. The Town will set aside Measure C reserves of \$1.34 million by the end of 2020/21. This will provide funding in 2021/22 and 2022/23 of \$667,847 each year. By 2023/24, the Town will have a deficit of almost \$1 million dollars. It is important to note, that these numbers are merely to maintain existing service levels. Also, there will not be funding for equipment replacement, facility repairs, or road maintenance/grant matching.

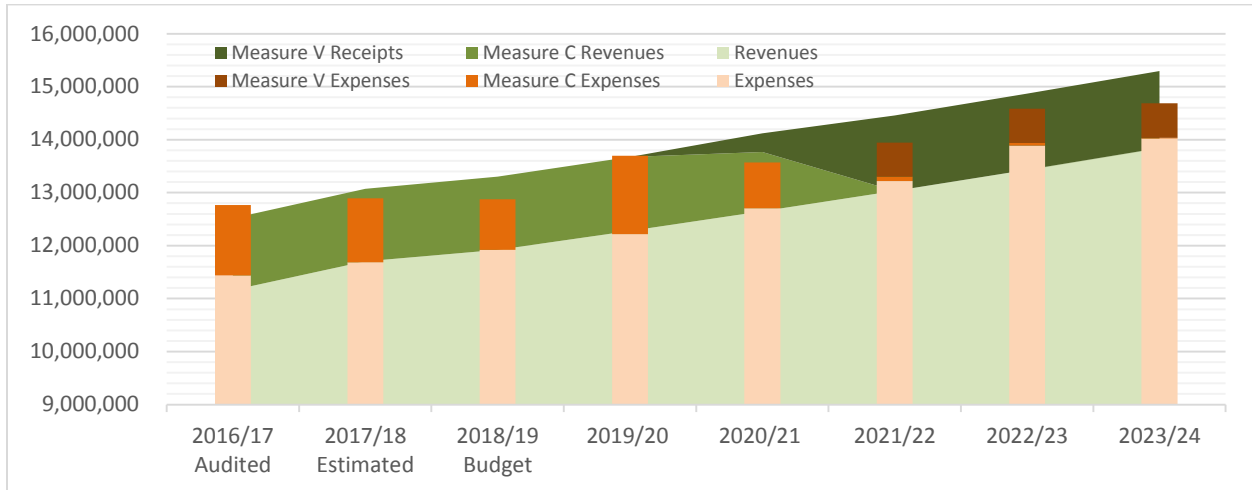
The following chart illustrates the projected cuts required to maintain a balanced budget in each of the projection years. Though different cuts may be selected, the point is that services will be impacted. Cuts cannot come from administration as those functions and divisions are typically one-person functions (HR, IT, Fleet, Legal, Payroll etc.).

	<b>2019/20 Projected</b>	<b>2020/21 Projected</b>	<b>2021/22 Projected</b>	<b>2022/23 Projected</b>	<b>2023/24 Projected</b>
Maintain CAL FIRE Contract		\$55,973	\$83,948	\$161,913	\$344,404
2 <sup>nd</sup> Investigation Position				171,905	171,905
Police Officer					108,074
AB 109 Officer	93,258	93,258	93,258	93,258	93,258
Sponsor Police Cadet			27,924	27,924	27,924
K9 Program			10,005	10,005	10,005
Enhanced Police Training			15,000	15,000	15,000
Animal Control Staffing & Operations			50,000	75,000	160,000
<b>Total Projected Cuts</b>	<b>\$93,258</b>	<b>\$149,231</b>	<b>\$280,135</b>	<b>\$555,005</b>	<b>\$930,570</b>

The following graph illustrates how a sales tax extension would improve the financial projection over the same five years. Measure V would pick up where Measure C expires. The Town would have funding to maintain current service levels, funding to address deferred replacements and maintenance, and perhaps a little funding to enhance public safety services, including animal control and address roads. Also, if Measure V passes, the Town would be able to use the \$1.3M in Measure C reserves to address issues at the Animal Shelter.

The five-year projection, with Measure V, shows that between \$300,000 and \$600,000 would be available each year for equipment replacements, enhancements and roads.

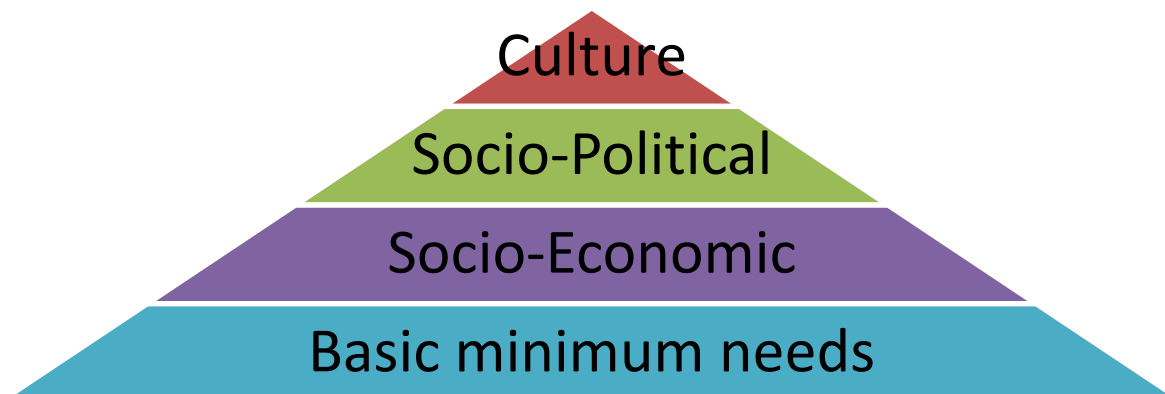
Operating and Capital Budget Update  
October 9, 2018



The Town has made economic development a cornerstone of its priorities. While the Town cannot force a business into the community, it can encourage community interest through providing a healthy customer base. To provide a healthy customer base; the Town must provide public safety services to maintain safe neighborhoods; basic infrastructure to maintain safe passage; and appropriate regulations to maintain safe building practices and reduce blight.

- ✓ Measure C to maintain public safety services
- ✓ \$22.5 million in capital improvement projects 2015/16 – 2020/21
- ✓ Lowest development fees in Butte County
- ✓ Code enforcement program
- ✓ Business friendly regulations

Maslow's hierarchy of needs can be applied to economic development. Without appropriate funding, the foundation of a healthy community is compromised.



**Fiscal Impact:**

The Town is most certainly at a crossroad financially. The Town is in a holding pattern until November 2018 to see whether the community will extend the 0.50% sales tax in order to maintain service levels. In the meantime, the Town will stay its current course and maintain budgets.