



TOWN OF PARADISE

5555 SKYWAY • PARADISE, CALIFORNIA 95969-4931

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www.townofparadise.com

Management Staff:

Lauren Gill, Town Manager

Dwight L. Moore, Town Attorney

Joanna Gutierrez, Town Clerk

Craig Baker, Community Development Director

Gabriela Tazzari-Dineen, Police Chief

Greg McFadden, Unit Chief, CAL FIRE/

Butte County Fire/Paradise Fire

Gina Will, Finance Director/Town Treasurer

Town Council:

Scott Lotter, Mayor

Greg Bolin, Vice Mayor

Steve "Woody" Culleton, Council Member

Jody Jones, Council Member

John J. Rawlings, Council Member

TOWN COUNCIL AGENDA

REGULAR MEETING – 6:00 PM – September 09, 2014

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Town Clerk's Department, at 872-6291 x101 or x102 at least 48 hours in advance of the meeting. Hearing assistance devices for the hearing impaired are available from the Town Clerk.

Town Council Meetings are held at the Paradise Town Hall located at 5555 Skyway, Paradise, California. Members of the public may address the Town Council on any agenda item, including closed session. If you wish to address the Town Council on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Town Clerk prior to the beginning of the Council Meeting. The Mayor or Presiding Chair will introduce each agenda item, and following a report from staff, ask the Clerk to announce each speaker. Agendas and request cards are located outside the entrance door to the Council Chamber.

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are Monday through Thursday from 8:00 a.m. to 5:00 p.m. Agendas and supporting information is posted on the Town's website at www.townofparadise.com in compliance with California's open meeting laws. Click on the Agenda and Minutes button.

1. OPENING

- a. Call to Order
- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation
- d. Roll Call
- e. Proclamations:

- (1) Recognition of The Distance Between Us by Reyna Grande as the Book in Common 2014/2015
- (2) Recognition of September 17-23 as Constitution Week, as requested by the Daughters of the American Revolution Golden Nugget Chapter to commemorate the adoption of the United States Constitution.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

- 2a. Verbal update by Town Engineer Mattox on the progress and schedule for construction of the Downtown Paradise Safety Project.

3. CONSENT CALENDAR

One roll call vote will be taken for all items placed on the consent calendar.

- 3a. Approve the minutes of the August 12, 2014 Regular Meeting.
- 3b. Approve August 2014 Cash Disbursements in the amount of \$1,038,400.84.
- 3c. Concur with the revisions approved by the Paradise Recreation and Park District Board and authorize the Town Manager to execute the revised Community Service Sign Rules agreement. The revisions increase the number of available advertising spaces and increase the space rental fees for information relayed on the electronic sign board located in the Terry Ashe Park at 6626 Skyway, Paradise.
- 3d. (1) Waive the second reading of Town Ordinance No. 548 and read by title only; and, (2) Adopt Ordinance No. 548 adding Chapter 8.56 to the Paradise Municipal Code relating to Stormwater Management. The purpose and intent of this ordinance is to fulfill requirements of the Town's NPDES Permit and to protect and enhance the water quality of watercourses and water bodies within the incorporated areas of the Town, including discharges to Butte Creek and Lake Oroville, in a manner consistent with State and Federal water quality regulations.
- 3e. Adopt Resolution No. 14-41, 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.
- 3f. Acknowledge receipt of the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2014.
- 3g. (1) Approve lease of Town of Paradise Fire Station #83 to Butte County EMS, LLC; and, (2) Authorize the Town Manager and Mayor to execute a lease of the premises as approved by the Town Attorney.
- 3h. Approve the Town of Paradise Cellular Phone Policy 415.

- 3i. Adopt Resolution No. 14-42, A Resolution of the Town Council of the Town of Paradise approving the adoption of the Butte County Fire Department Volunteer Firefighter Standard Operating Procedures for the Town of Paradise Volunteer Firefighter Program with amendments and additions.

4. PUBLIC HEARING PROCEDURE

The Town Council has adopted the following procedure for public hearings:

- a. Staff report to Council (15 minutes total maximum)
- b. Mayor or Presiding Chair opens the hearing for public comment in the following order:
 1. Project proponents or in favor of (15-minute time limit)
 2. Project opponents or against (15-minute time limit)
 3. Rebuttals - when requested (15-minute time limit or 3 minutes per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

- 5a. (1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and, (2) Authorize 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 providing an evaluation of the Town's progress in meeting its community development goals and objectives. **(ROLL CALL VOTE)**

6. PUBLIC COMMUNICATION

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

7. COUNCIL CONSIDERATION

- 7a. Consider (1) Concurring with staff's recommendation of Mark Thomas & Company to perform engineering services for the Cypress Realignment Project; (2) Approving a Professional Services Agreement with Mark Thomas & Company and authorize the Town Manager and Town Mayor to execute; and, (3) Authorizing the Town Manager to execute additional work orders up to 10% of the contract amount. **(ROLL CALL VOTE)**
- 7b. Consider (1) Adopting Resolution No. 14-___, A Resolution of the Town Council of the Town of Paradise Approving the Plans and Specifications for the Paradise Signal Upgrades Project; and, (2) Authorizing Advertisement for Bids on the project. **(ROLL CALL VOTE)**

7c. Consider adopting Resolution 14____, A Resolution Authorizing and Approving the Borrowing of Funds for Fiscal Year 2014-2015, the Issuance and Sale of a 2014-2015 Tax and Revenue Anticipation Note Therefor, and Approving Certain Other Actions related thereto. **(ROLL CALL VOTE)**

7d. Consider (1) Waiving the reading of entire Ordinance No. ____ and approve reading by title only; and, (2) Introducing Ordinance No. ____, an Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 8.08 Relating to Recyclable Solid Waste. **(ROLL CALL VOTE)** If approved it shall become unlawful to pick up recyclable material placed in Town-owned containers or placed curbside for collection by the Town's franchised solid waste collector.

7e. Review the operating and capital budget status update report and approve the recommended general fund and gas tax budget adjustments. **(ROLL CALL VOTE)**

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Consider authorizing a letter support to be signed by all Council members in support of the League of California Cities position and encouraging the Governor to take action relating to illegal marijuana grows throughout California. The resolution was presented at the September, 2014 LCC Annual Conference.
- 8b. Council oral reports of their representation on Committees/Commissions.
- 8c. Discussion of future agenda items

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. Town Manager oral reports
- 9b. Community Development Director oral reports

10. CLOSED SESSION

- 10a. Pursuant to Government Code Section 54956.9(d) (1), the Town Council will hold a closed session with the Town Attorney and Town Manager relating to the following pending litigation: Town of Paradise, a Municipal Corporation, vs. Rose E. Kallunki; et al; Butte County Superior Court Case No. 161781.

11. ADJOURNMENT

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

TOWN/ASSISTANT TOWN CLERK SIGNATURE	

Town of Paradise, California

PROCLAMATION

WHEREAS, the Town of Paradise values reading, reflection and action in support of building a sense of community, strengthening literacy and advancing the common good: and

WHEREAS, the Book in Common's goal is to create a foundation for life-long learning by understanding oneself and others and to intellectually, critically and emotionally reflect on one's experiences and roles in society; and

WHEREAS, programs such as the Book in Common enhance the intellectual community, foster dialogue on important social issues, and value the diverse cultural perspectives found in contemporary society; and

WHEREAS, California State University, Chico, the City of Chico, Butte Community College, Butte County Public Library, the City of Oroville, Chico Enterprise Record, Chico News and Review, local citizens and book clubs around our county have selected *The Distance Between Us* as the Book in Common.

NOW, THEREFORE, I, Scott Lotter, Mayor of the Town of Paradise, hereby recognize *The Distance Between Us* by Reyna Grande as the Book in Common for 2014/2015 and urge all citizens to read, reflect and take action in support of the common good of the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9th day of September 2014.



Scott Lotter, Mayor

Town of Paradise, California

PROCLAMATION

WHEREAS, Constitution Week is an American observance to commemorate the adoption of the United States Constitution that runs annually from September 17 to September 23; and,

WHEREAS, Constitution Week was officially enacted on August 2, 1956, by President Dwight D. Eisenhower from a congressional resolution petitioned by the Daughters of the American Revolution (DAR), its inception was officially declared by George W. Bush in September of 2002; and,

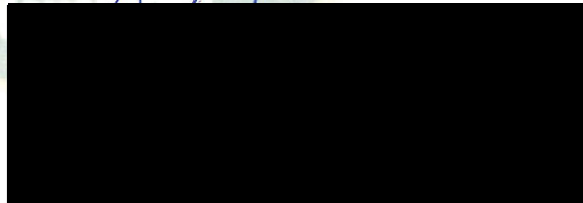
WHEREAS, the purpose of the observance week is to promote study and education about the constitution, which was originally adopted by the American Congress of the Confederation on September 17, 1787; and,

WHEREAS, the DAR, founded in 1890 and headquartered in Washington, D.C., is a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children; and,

WHEREAS, the Gold Nugget Chapter of the DAR, chartered in 1991, meets in Paradise, and has members from Magalia, Chico, Lake Almanor, Gridley and several individuals who have moved out of the state but continue as members;

NOW, THEREFORE, I, Scott Lotter, Mayor of the Town of Paradise, commend the Daughters of the American Revolution for their ongoing efforts to promote study and education of our nation's Constitution and declare the week of September 17th to September 23rd as Constitution Week in the Town of Paradise.

IN WITNESS WHEREOF I have hereunto set my hand and caused the official seal of the Town of Paradise to be affixed hereto this 9th day of September, 2014.



Scott Lotter, Mayor

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – August 12, 2014

1. OPENING

The Regular Meeting of the Town Council of the Town of Paradise was called to order by Mayor Scott Lotter at 6:00 p.m. Following the Pledge of Allegiance to the Flag of the United States of America, Council Member Steve “Woody” Culleton offered an invocation.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve “Woody” Culleton, Jody Jones John J. Rawlings and Scott Lotter, Mayor.

COUNCIL MEMBERS ABSENT: None.

STAFF PRESENT: Town Clerk Gutierrez, Town Manager Gill, Town Attorney Moore, Housing Supervisor Anderson, Finance Director Will, Assistant Town Clerk Volenski, Human Resources Manager Peters, Community Development Director Baker, Town Engineer Mattox, Onsite Sanitary Official Danz, Police Chief Tazzari-Dineen, Building Official/Fire Marshal Lindsey, Public Works Manager Derr, Division Chief Hawks and Battalion Chief Lawrie.

Mayor Lotter presented the Proclamation recognizing the CA Reads Initiative, War Comes Home, to Mel Lightbody, Butte County Librarian.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

- 2a. Town Engineer Mattox provided an oral update on the progress and schedule for construction of the Downtown Paradise Safety Project.

3. CONSENT CALENDAR

MOTION by Jones, seconded by Culleton, approved all items on the Consent Calendar by a unanimous roll call vote.

- 3a. Approved the minutes of the June 25, 2014 Adjourned Regular Meeting and the minutes of the July 8, 2014 Regular Meeting.
- 3b. Approved July 2014 Cash Disbursements in the amount of \$2,150,336.37. (310-10-30)
- 3c. Adopted Resolution No. 14-38, A Resolution of the Town Council of the Town of Paradise Adopting and Updated Handbook for Members of Committees and Commissions appointed by the Town Council. (180-35-18)
- 3d. Adopted Resolution No. 14-39, A Resolution Approving a Wildland Fire Traffic Control Plan. (440-05-23)

- 3e. Adopted Resolution No. 14-40, declaring certain Town Equipment to be surplus and obsolete and authorizing disposal through sale or donation by the Town Manager or her designee. (380-10-03)
- 3f. Adopted Ordinance No. 546, "An Ordinance Adding Section 17.06.940 and Amending Section 17.32.100 within the Paradise Municipal Code Regarding Exterior Displays of Merchandise In Commercial Zones" (540-16-115)
- 3g. Adopted Urgency Ordinance No 547, An Ordinance Repealing Town Ordinance No. 541, a Moratorium on the Establishment of Fences, Gates or Barriers Within or Across Private Access Easements. (540-16-116)
- 3h. Accepted the 1994 LTP carrier type trailer class AB radar trailer valued at \$600 donated by Wesley Dinsmore to the Paradise Police Department. (395-50-13)

4. PUBLIC HEARING PROCEDURE

The Town Council has adopted the following procedure for public hearings:

- a. Staff report to Council (15 minutes total maximum)
- b. Mayor or Presiding Chair opens the hearing for public comment in the following order:
 - 1. Project proponents or in favor of (15-minute time limit)
 - 2. Project opponents or against (15-minute time limit)
 - 3. Rebuttals - when requested (15-minute time limit or 3 minutes per speaker)
- c. Close hearing to the public
- d. Council discussion
- e. Motion
- f. Vote

5. PUBLIC HEARINGS

Community Development Director Baker reported to Council regarding the Withdrawal of an Appeal to the Town Council of a Planning Commission Decision Finding, filed by Dana and Denise Bettis, that a Proposed Gate Across a Private Road Access Easement Does not Constitute a Violation of Town Zoning Ordinance Regulations Prohibiting the Establishment of Fences in Access Easements (Paradise Municipal Code Section 17.06.600(E)(4)).

Mayor Lotter opened the public hearing at 6:25 p.m.

- 1. Jon Remalia stated that because the Council did not act upon the appeal within 90 days, he believes the Planning Commission decision is affirmed.

Town Attorney Moore stated that when the urgency ordinance established a moratorium relating to fences, gates and/or barriers within an access easement, all pending actions were frozen at that time including this appeal. The action by Planning Commission was not concerning any active application, new regulations have since been established and whether or not the Planning Commission took action is not an issue, and is immaterial, irrelevant and meaningless.

Mayor Lotter closed the public hearing at 6:57 p.m.

- 5a. **MOTION by Culleton, seconded by Rawlings**, accepted the withdrawal of the appeal of the Planning Commission finding, filed by Dana and Denise Bettis, that a Proposed Gate Across a Private Road Access Easement Does not Constitute a Violation of Town Zoning Ordinance Regulations Prohibiting the Establishment of Fences in Access Easements (Paradise Municipal Code Section 17.06.600(E)(4). Roll call vote was unanimous. (750-10-05)

6. PUBLIC COMMUNICATION

1. Gene Mapa stated that he is living on a piece of property that has been in their family for over 37 years, that he has been coming to Paradise for over 32 years, and that he has two questions that he would like the Council to direct the staff to answer. He provided Council the two questions in writing that relate to work being done on a property adjacent to property that he owns regarding enforcement of a stop work order, and the procedure for follow-up to a complaint he filed with the Town.

2. Ronald and Joan Wolfe stated that they would like the Town to provide enforcement of the Town's law that dog owners pick up their own dog's droppings off the Paradise Memorial Trailway, informed the Council that they have picked up over 300 piles of dog feces from the Trailway, that dog owners have refused the plastic 'poop bags' they carry and offer to pet owners to pick up after the dogs they have allowed to defecate on the Trailway, and walk away from their responsibility to curb their dog.

Town Manager Gill stated that the Town would look into what could be done, which might include more signage reflecting the law to curb one's dog and provide more bag stations along the Trailway.

3. Jim Clarkson thanked the Town for officially designating October 25th as the Arlan Hudson Make A Difference Day, and informed Council that local clergy are already planning projects for this date.

7. COUNCIL CONSIDERATION

Town Engineer Mattox reported that the 1987 Clean Water Act imposes regulations that mandate local government to control and reduce stormwater pollutant runoff into receiving water. The State Water Resources Control Board (SWRCB) has delegated authority to its regional boards to invoke permitting requirements. Under adoption of Order 2013-0001-DWQ by the SWRCB, the Town is subject to a State permit as a Small Municipal Separate Storm Sewer System (Small MS4). The permit requires the Town to possess the authority to implement procedures to regulate the entry of pollutants and non-stormwater discharge into the Town's stormwater conveyance system. The proposed ordinance provides definitions, discharge prohibitions, exceptions to discharge prohibitions, procedure for elimination of illicit connections and outlines "best management practices" (BMP) to prevent or reduce discharge of pollutants into the municipal storm drain system.

Town Manager Gill stated that the Town must comply with this unfunded state mandate and if the Town does not adopt the ordinance it will be subjected to fines and the Town's NPDES permit will not be renewed.

Mayor Lotter opened the matter to public comment.

1. Tom Kelly stated that this mandate is overwhelming and everyone in the community will be impacted. When the Town started the onsite district the Town began monitoring wells in the waterways of Paradise and thinks we have been doing very well and that the State rules have gone way too far.

- 7a. **MOTION by Rawlings, seconded by Jones**, (1) Waived the first reading of Town Ordinance No. 548 and approved reading by title only; and, (2) Introduced Ordinance No. 548 adding Chapter 8.56 to the Paradise Municipal Code relating to Stormwater Management. The purpose and intent of this ordinance is to fulfill requirements of the Town's NPDES Permit and to protect and enhance the water quality of watercourses and water bodies within the incorporated areas of the Town, including discharges to Butte Creek and Lake Oroville, in a manner consistent with State and Federal water quality regulations. Roll call vote was unanimous. (540-16-117)
- 7b. **MOTION by Rawlings, seconded by Lotter**, authorized the implementation of Public Safety Recruitment Incentives for the Police Department in an attempt to be more competitive in the recruitment and hiring process. These incentives could include a referral bonus, applicant sign-on bonus, lateral credited leave bank, and relocation assistance and would sunset December 31, 2015. Roll call vote was unanimous. (650-60-11)
- 7c. Vice Mayor Bolin stated that he is recusing himself from voting on the Fire Station 1 re-roof proposal, but not for any financial conflict of interest.
MOTION by Culleton, seconded by Rawlings, (1) Authorized the purchase of material to replace flat roof design of Fire Station 1 with a new pitched designed roof in the estimated amount of \$54,853; (2) Authorized volunteer labor offered for the project from Alliance Kingdom Builders in an estimated amount of \$75,000; and, (3) Accepted the Paradise Elks Lodge #2026 Donation of \$1,500 towards the materials necessary to reroof Fire Station 81. Ayes of Culleton, Jones, Rawlings and Mayor Lotter; abstention by Bolin. (280-50-01, 395-50-13, 440-65-021)

Mayor Lotter recognized Mike Zuccolillo, the Exalted Ruler of the Elks, and thanked him for the \$1,500 donation from the Elks Lodge towards the Fire Station reroof project.

8. COUNCIL COMMUNICATION (Council Initiatives)

- 8a. Council discussed providing direction to the Town's voting delegate regarding the League of California Cities proposed resolution for the annual conference, noting that in the past the Council has concurred that

the voting delegate may vote their conscience. Council Member Jones, voting delegate for 2014, stated that she would like the Town Council to consider writing a letter of support relating to the subject matter of the resolution. The resolution calls for support from the governor and legislature to address the environmental impacts of illegal marijuana grown on private and public lands through California and the increasing threats to public safety.

Council directed staff to place this matter of a letter of support for the League's resolution relating to illegal marijuana grows on a future Council agenda.

8b. Council oral reports of their representation on Committees/Commissions.

Council Member Rawlings reported that he is working with Animal Control Officer Robbins to meet with local veterinarians for the purpose of formulating a dog licensing system that could be administered by the local vets.

Council Member Culleton attended the BCAG & BCAQMD meetings and informed Council that the Dutch Oven Cook-Off raised \$1800 for the Gold Nugget Museum and \$600 for the Boys & Girls Club.

Council Member Jones reported on committee work relating to the Request for Proposals for the Cypress Curve Project, and that she attended the Dutch Oven Cook-Off with her five grandchildren.

Mayor Lotter attended the Chamber/Town Party in the Park event and relayed the message from Volunteer Loretta Griffin that she thinks the Town should make more use of the Paradise Community Park. Mayor Lotter suggested that persons wishing to support events in the park could channel donations through the Paradise Community Foundation. Mayor Lotter also attended the LAFCo Board Meeting and City Selection Committee meeting. The City Selection Committee is a meeting of the Mayors. The Mayors discussed, among other things, that cities are not in competition with each other, and that they plan to meet more often with each other to discuss matters of mutual concern.

8c. Discussion of future agenda items

Council Member Culleton stated that he would like an agenda item that would add a penalty provision to the solid waste regulations to prevent persons from stealing the products from the NRWS public recycling containers. Mr. Culleton informed Council that NRWS has designated C.O.V.E. as the recipient agency to recycle those products. C.O.V.E. is a local non-profit organization dedicated to providing residential and vocational support to developmentally disabled adults.

Council concurred to direct staff to review and bring back recommendations regarding the suggestions of Council Member Culleton regarding amending the current solid waste regulations in the Town's municipal code.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. Town Manager Oral Reports – None.
- 9b. Community Development Director Baker updated Council on several development projects within the Town which include the establishment of a second Dollar General store, a Verizon cell tower, site analysis for a new location for Safeway, a Big Five store on Skyway and Maxwell, demolition permits issued for abandoned buildings – the Eggroll Express at the Wagstaff/Clark shopping center and for two buildings at the Skyway/Pearson intersection. The Skyway Lodge demolition bids have been obtained and other uses for the property are being evaluated.

10. CLOSED SESSION

- 10a. Pursuant to Government Code Section 54956.9(d) (1), the Town Council will hold a closed session with the Town Attorney and Town Manager relating to the following pending litigation: Town of Paradise, a Municipal Corporation, vs. Rose E. Kallunki; et al; Butte County Superior Court Case No. 161781.

Mayor Lotter reconvened the meeting at 8:30 p.m. and the Town Attorney announced no action was taken in closed session.

11. ADJOURNMENT

Mayor Lotter adjourned the Council meeting at 8:30 p.m.

DATE APPROVED:

By: _____
Scott Lotter, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
AUGUST 1, 2014 - AUGUST 31, 2014

August 1, 2014 - August 31, 2014

Check Date	Pay Period End	DESCRIPTION	AMOUNT
08/01/14	07/27/14	Net Payroll - Direct Deposits & Checks	\$112,534.65
08/15/14	08/10/14	Net Payroll - Direct Deposits & Checks	\$110,770.96
08/29/14	08/24/14	Net Payroll - Direct Deposits & Checks	\$111,803.44
TOTAL NET WAGES PAYROLL			\$335,109.05

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$310,759.31
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$392,532.48
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$703,291.79</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,038,400.84</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2014 - To Payment Date: 8/31/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
60819	08/01/2014	Open			Accounts Payable	Beauchamp, Pamela	\$555.23		
60820	08/01/2014	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$550.00		
60821	08/01/2014	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
60822	08/01/2014	Open			Accounts Payable	STATE OF CALIFORNIA	\$150.00		
						FRANCHISE TAX BOARD			
60823	08/01/2014	Open			Accounts Payable	BRUNO, SHERRY	\$53.77		
60824	08/01/2014	Open			Accounts Payable	BUZZARD, CHRIS	\$592.07		
60825	08/01/2014	Open			Accounts Payable	HAUNSCHILD, MARK	\$318.55		
60826	08/01/2014	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$129.85		
60827	08/01/2014	Open			Accounts Payable	MARABLE, VIRGINIA	\$180.26		
60828	08/01/2014	Open			Accounts Payable	MOORE, DWIGHT, L.	\$13,800.00		
60829	08/01/2014	Open			Accounts Payable	SBA Monarch Towers III LLC	\$116.99		
60830	08/01/2014	Open			Accounts Payable	US BANCORP OFFICE EQUIP	\$603.73		
						FINANCE SERVICES			
60831	08/01/2014	Open			Accounts Payable	WESTAMERICA BANK	\$32,440.01		
60832	08/06/2014	Open			Accounts Payable	BLOOD SOURCE	\$42.00		
60833	08/06/2014	Open			Accounts Payable	Met Life	\$7,354.49		
60834	08/06/2014	Open			Accounts Payable	OPERATING ENGINEERS	\$588.00		
60835	08/06/2014	Open			Accounts Payable	PARADISE POLICE OFFICERS	\$1,894.49		
						ASSOCIATION			
60836	08/06/2014	Open			Accounts Payable	SUN LIFE INSURANCE	\$3,930.84		
60837	08/06/2014	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$672.76		
60838	08/06/2014	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT	\$140.00		
						ASSOCIATION			
60839	08/07/2014	Open			Accounts Payable	ACCESS INFORMATION	\$32.00		
						MANAGEMENT			
60840	08/07/2014	Open			Accounts Payable	ACE RENTALS	\$11.96		
60841	08/07/2014	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$53.48		
60842	08/07/2014	Open			Accounts Payable	AT&T MOBILITY	\$53.76		
60843	08/07/2014	Open			Accounts Payable	Big O Tires	\$90.00		
60844	08/07/2014	Open			Accounts Payable	BUTTE CO RECORDER	\$17.00		
60845	08/07/2014	Open			Accounts Payable	COMPLETE ASPHALT SERVICE CO.	\$128.68		
						INC. (CASCO)			
60846	08/07/2014	Open			Accounts Payable	DAPPER TIRE COMPANY INC.	\$1,853.91		
60847	08/07/2014	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$220.50		
60848	08/07/2014	Open			Accounts Payable	DAVE GAYLORD ENTERPRISES	\$580.00		
60849	08/07/2014	Open			Accounts Payable	DLT SOLUTIONS, INC.	\$973.79		
60850	08/07/2014	Open			Accounts Payable	DON'S SAW & MOWER	\$25.80		
60851	08/07/2014	Open			Accounts Payable	ED JONES COMPANY, INC.	\$163.58		
60852	08/07/2014	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$154.71		
60853	08/07/2014	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY,	\$182.05		
						INC.			
60854	08/07/2014	Open			Accounts Payable	FERGUSON ENTERPRISES INC	\$141.90		
60855	08/07/2014	Open			Accounts Payable	FP/Francotyp-Postalia	\$103.86		
						MAILING SOLUTIONS			
60856	08/07/2014	Open			Accounts Payable	GILBERT, MATT	\$110.00		
60857	08/07/2014	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$118.25		
60858	08/07/2014	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV	\$3,055.12		
						SVCS/US BANCORP			

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2014 - To Payment Date: 8/31/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
60859	08/07/2014	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$420.46		
60860	08/07/2014	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$100.00		
60861	08/07/2014	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$511.90		
60862	08/07/2014	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$250.00		
60863	08/07/2014	Open			Accounts Payable	KP Research Services, Inc.	\$2,072.50		
60864	08/07/2014	Open			Accounts Payable	L & L SURVEYING	\$132.00		
60865	08/07/2014	Open			Accounts Payable	LEHR AUTO ELECTRIC STOMMEL, INC.	\$358.94		
60866	08/07/2014	Open			Accounts Payable	MARQUIS, JOSH	\$295.41		
60867	08/07/2014	Open			Accounts Payable	MATT WOLFE	\$840.00		
60868	08/07/2014	Open			Accounts Payable	MATTOX, MARK	\$229.87		
60869	08/07/2014	Open			Accounts Payable	MCGREGOR CONSTRUCTION CO INC	\$100.00		
60870	08/07/2014	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$40,000.00		
60871	08/07/2014	Open			Accounts Payable	MIKE GOGGIA	\$4,250.00		
60872	08/07/2014	Open			Accounts Payable	NEUTRON INDUSTRIES INC	\$187.05		
60873	08/07/2014	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$122,926.02		
60874	08/07/2014	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$8,128.33		
60875	08/07/2014	Open			Accounts Payable	O'REILLY AUTO PARTS	\$276.23		
60876	08/07/2014	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$40.14		
60877	08/07/2014	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$756.62		
60878	08/07/2014	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$180.36		
60879	08/07/2014	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$877.14		
60880	08/07/2014	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$1,094.95		
60881	08/07/2014	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$79.27		
60882	08/07/2014	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$880.00		
60883	08/07/2014	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$815.61		
60884	08/07/2014	Open			Accounts Payable	Riebes Auto Parts	\$25.59		
60885	08/07/2014	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$8,570.10		
60886	08/07/2014	Open			Accounts Payable	SKYWAY AUTO TUNE	\$90.00		
60887	08/07/2014	Open			Accounts Payable	Solarcity Corporation	\$105.13		
60888	08/07/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$181.33		
60889	08/07/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$52.43		
60890	08/07/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$5.05		
60891	08/07/2014	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$126.00		
60892	08/07/2014	Open			Accounts Payable	VERIZON WIRELESS	\$527.24		
60893	08/07/2014	Open			Accounts Payable	WILSON PRINTING CO.	\$76.87		
60894	08/07/2014	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$527.06		
60895	08/07/2014	Open			Accounts Payable	YOUNGBLOOD, BRIAN	\$100.81		
60896	08/15/2014	Open			Accounts Payable	Beauchamp, Pamela	\$555.23		
60897	08/14/2014	Voided/Spoiled	Printer Error	08/14/2014	Converted/Imported		\$0.00	\$0.00	\$0.00
60898	08/15/2014	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$550.00		
60899	08/15/2014	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
60900	08/15/2014	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$150.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2014 - To Payment Date: 8/31/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
60901	08/21/2014	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$16.00		
60902	08/21/2014	Open			Accounts Payable	ACE RENTALS	\$11.38		
60903	08/21/2014	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$20.16		
60904	08/21/2014	Open			Accounts Payable	AgendaPal Corporation	\$399.00		
60905	08/21/2014	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$278.15		
60906	08/21/2014	Open			Accounts Payable	Akin, David	\$53.74		
60907	08/21/2014	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$56.17		
60908	08/21/2014	Open			Accounts Payable	AT&T	\$104.49		
60909	08/21/2014	Open			Accounts Payable	AT&T	\$997.97		
60910	08/21/2014	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$200.01		
60911	08/21/2014	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$16.36		
60912	08/21/2014	Open			Accounts Payable	AT&T/CAL NET 2	\$3,174.47		
60913	08/21/2014	Open			Accounts Payable	Bauer Compressors	\$12,777.59		
60914	08/21/2014	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$40,000.00		
60915	08/21/2014	Open			Accounts Payable	Big O Tires	\$15.00		
60916	08/21/2014	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$2,746.60		
60917	08/21/2014	Open			Accounts Payable	BUTTE CO TREASURER	\$715.56		
60918	08/21/2014	Open			Accounts Payable	BUTTE COUNTY PUBLIC HEALTH - OROVILLE	\$831.00		
60919	08/21/2014	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$2,246.50		
60920	08/21/2014	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$757.00		
60921	08/21/2014	Open			Accounts Payable	Capital One Public Funding	\$45,526.83		
60922	08/21/2014	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$84.95		
60923	08/21/2014	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$178.80		
60924	08/21/2014	Open			Accounts Payable	COMCAST CABLE	\$50.01		
60925	08/21/2014	Open			Accounts Payable	COMCAST CABLE	\$24.20		
60926	08/21/2014	Open			Accounts Payable	COMCAST CABLE	\$113.89		
60927	08/21/2014	Open			Accounts Payable	COMCAST CABLE	\$245.60		
60928	08/21/2014	Open			Accounts Payable	COVANTA STANISLAUS, INC.	\$159.75		
60929	08/21/2014	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,307.00		
60930	08/21/2014	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$1,672.00		
60931	08/21/2014	Open			Accounts Payable	GRIDLEY, CITY OF	\$763.22		
60932	08/21/2014	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$97.75		
60933	08/21/2014	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$339.80		
60934	08/21/2014	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$427.85		
60935	08/21/2014	Open			Accounts Payable	KEN'S HITCH & WELDING	\$107.50		
60936	08/21/2014	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,071.59		
60937	08/21/2014	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
60938	08/21/2014	Open			Accounts Payable	MATT WOLFE	\$184.00		
60939	08/21/2014	Open			Accounts Payable	Morpho Trust USA	\$2,512.00		
60940	08/21/2014	Open			Accounts Payable	MUNICIPAL CODE CORP	\$500.00		
60941	08/21/2014	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$499.00		
60942	08/21/2014	Open			Accounts Payable	NATIONAL PUBLIC SAFETY INFORMATION BUREAU	\$144.00		
60943	08/21/2014	Open			Accounts Payable	Neumann, Stephanie	\$94.63		
60944	08/21/2014	Open			Accounts Payable	NICHOLS, ROBERT	\$91.50		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2014 - To Payment Date: 8/31/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
60945	08/21/2014	Open			Accounts Payable	NORTH STATE RENDERING INC	\$80.00		
60946	08/21/2014	Open			Accounts Payable	NORTHERN STAR MILLS	\$360.66		
60947	08/21/2014	Open			Accounts Payable	O'REILLY AUTO PARTS	\$160.91		
60948	08/21/2014	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$433.59		
60949	08/21/2014	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$688.17		
60950	08/21/2014	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$16.64		
60951	08/21/2014	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$560.00		
60952	08/21/2014	Open			Accounts Payable	Riebes Auto Parts	\$421.57		
60953	08/21/2014	Open			Accounts Payable	ROWE, STEVE	\$91.50		
60954	08/21/2014	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$802.57		
60955	08/21/2014	Open			Accounts Payable	Safeway Sign Company	\$407.86		
60956	08/21/2014	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$261.23		
60957	08/21/2014	Open			Accounts Payable	SIEMENS INDUSTRY, INC	\$4,285.05		
60958	08/21/2014	Open			Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$200.00		
60959	08/21/2014	Open			Accounts Payable	Speedo Check	\$495.00		
60960	08/21/2014	Open			Accounts Payable	Stier, Richard	\$280.00		
60961	08/21/2014	Open			Accounts Payable	The Door Company	\$877.00		
60962	08/21/2014	Open			Accounts Payable	The Tree Guy	\$2,339.87		
60963	08/21/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$21.61		
60964	08/21/2014	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$51.77		
60965	08/21/2014	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$136.53		
60966	08/21/2014	Open			Accounts Payable	Tri Flame Propane	\$44.30		
60967	08/21/2014	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$1,183.36		
60968	08/21/2014	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$550.00		
60969	08/21/2014	Open			Accounts Payable	VERIZON WIRELESS	\$570.15		
60970	08/21/2014	Open			Accounts Payable	VERIZON WIRELESS	\$731.29		
60971	08/21/2014	Open			Accounts Payable	VERIZON WIRELESS	\$212.86		
60972	08/21/2014	Open			Accounts Payable	Vigilant Canine Services	\$175.00		
60973	08/21/2014	Open			Accounts Payable	VistaNet Inc.	\$1,867.33		
60974	08/21/2014	Open			Accounts Payable	Wendy Brown	\$24.43		
60975	08/21/2014	Open			Accounts Payable	WITTMEIER AUTO CENTER	\$68.22		
60976	08/29/2014	Open			Accounts Payable	Beauchamp, Pamela	\$555.23		
60977	08/29/2014	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$402.52		
60978	08/29/2014	Open			Accounts Payable	STATE OF CALIFORNIA FRANCHISE TAX BOARD	\$150.00		
Type Check Totals:					160 Transactions		\$411,578.31	\$0.00	\$0.00
<u>EFT</u>									
203	08/01/2014	Open			Accounts Payable	CALPERS - RETIREMENT	\$34,694.77		
204	08/01/2014	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,943.80		
205	08/01/2014	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$1,911.94		
206	08/01/2014	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,769.48		
207	08/06/2014	Open			Accounts Payable	CALPERS	\$110,060.65		
208	08/15/2014	Open			Accounts Payable	CALPERS - RETIREMENT	\$34,898.11		
209	08/15/2014	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,690.63		
210	08/15/2014	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$1,911.94		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 8/1/2014 - To Payment Date: 8/31/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
211	08/15/2014	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,098.42		
212	08/29/2014	Open			Accounts Payable	CALPERS - RETIREMENT	\$32,687.11		
213	08/29/2014	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$4,761.98		
214	08/29/2014	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$200.00		
215	08/29/2014	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$20,084.65		
13 Transactions							\$291,713.48		

Type EFT Totals:

AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	159	\$411,578.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	160	\$411,578.31	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	13	\$291,713.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	13	\$291,713.48	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$703,291.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	173	\$703,291.79	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	159	\$411,578.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	160	\$411,578.31	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	13	\$291,713.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	13	\$291,713.48	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	172	\$703,291.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	173	\$703,291.79	\$0.00



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 3(c)

Originated by: Lauren Gill, Town Manager

Subject: Revisions to the rules relating to use of the Community Service Electronic Sign located at 6626 Skyway on property owned and operated by the park district.

Council Action Requested: Concur with the revisions approved by the Paradise Recreation and Park District (PRPD) Board and authorize the Town Manager to execute the revised Community Service Sign Rules agreement. The revisions increase the number of available spaces and increase the space rental fees for information relayed on the electronic sign board located in the Terry Ashe Park at 6626 Skyway, Paradise.

Alternatives: Provide alternative direction relating to the Community Service Sign Rules agreement.

Background: There exists a Memorandum of Understanding (MOU) between the Town of Paradise and the PRPD dated March 8, 2011 that was entered into for the purpose of combining and leveraging resources to provide funding for three priority community projects.

Discussion: Mike Trinca, Manager of the PRPD, sent a letter dated August 15, 2014 informing the Town Manager that the PRPD Board approved three revisions to the Community Service Sign Rules agreement that increase space availability on the electronic sign board and increase the associated rental fees for commercial users. Manager Trinca has requested that these revisions be approved by the Town Council and that the Town Manager be authorized to sign the revised rules document.

Recommendation: The electronic sign board allows the Town to provide beneficial messages to our citizens, and it is recommended that the Town Council concur with the proposed revisions and authorize the Town Manager to sign the document as requested by Paradise Recreation and Park District staff.

Fiscal Impact Analysis: None.



An Independent Special District Serving Your Community

*Enhancing the Quality of Life
Through People, Parks, and Recreation*

Mike Trinca
District Manager

MEMORANDUM

Date: August 15, 2014

To: Lauren Gill, Town Manager, Town of Paradise
George Barber, District Manager, Paradise Irrigation District

From: Mike Trinca, District Manager

Subject: Terry Ashe Recreation Center
Electronic Sign on Skyway

The Paradise Recreation and Park District Board of Directors at their regularly scheduled meeting on August 12, 2014 took action to approve revisions to the Community Service Sign Rules for the operation of the electronic sign located at the Terry Ashe Recreation Center as follows:

- Item #5 Increased the rotating announcement spaces from five to six for community events and programs.
 - Item #15 Increased the available announcement spaces for rent from two to three.
- Rental Fees: Increased the fees from \$40.00 to \$50.00 the first week; and from \$20.00 to \$25.00 per each additional week.

The PRPD Board of Directors also gave approval for PRPD to cover the full cost for the operation of the electronic sign for the 2013-14 fiscal year in the amount of \$1,777.98.

Attached please find a copy of the agreement for you to present to your respective Boards for review and possible approval.

Please contact me if you have any questions.

Thank you.

/cc
Attachments (3)

6626 Skyway • Paradise, CA 95969

Phone (530) 872-6393 • Fax (530) 872-8619 • E-mail prpd@sbcglobal.net • www.paradisepspd.com



TOWN OF PARADISE
Council Agenda Summary
Date: September 9, 2014

Agenda No. 3(d)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Stormwater Quality Management Ordinance (2nd Reading)

COUNCIL ACTION REQUESTED:

1. Waive the second reading of Town Ordinance No. 548 and read by title only; and
2. Adopt Ordinance No. 548 adding Chapter 8.56 to the Paradise Municipal Code relating to stormwater management.

Background:

The Town of Paradise maintains a stormwater conveyance system which collects all water from storm events (stormwater) and drains to Butte Creek and Lake Oroville. This system is comprised of various streams, channels, open culverts, drainage curbs, inlets and underground pipes.

The Environmental Protection Agency, under amendments to the 1987 Clean Water Act, imposed regulations that mandate local government to control and reduce stormwater pollutant runoff into receiving waters. Under the authority of the Porter-Cologne Water Quality Act, the State Water Resources Control Board (SWRCB) has delegated authority to its regional boards to invoke permitting requirements.

Under adoption of Order 2013-0001-DWQ by the SWRCB, the Town of Paradise is subject to a new State permit as a Small Municipal Separate Storm Sewer System (Small MS4) traditional permittee. Provisions of this permit require the Town to possess the necessary legal authority and implement appropriate procedures, to regulate the entry of pollutants and non-stormwater discharges into the Town stormwater conveyance system.

Analysis:

The purpose and intent of this ordinance is fulfill requirements of the Town's NPDES Permit and to protect and enhance the water quality of watercourses and water bodies within the incorporated areas of the Town, including discharges to Butte Creek and Lake Oroville, in a manner consistent with State and Federal water quality regulations.

The following substantive provisions are included in the ordinance:

1. Prohibition of discharges of any sewage, industrial waste, pollution, garbage or rubbish into any municipal storm drain system, watercourse, natural outlet, creek or channel.
2. Exceptions to discharge prohibitions, including water line flushing, landscape irrigation, lawn watering, individual residential car washing, discharges from potable water sources and dechlorinated swimming pool discharges, among others.
3. Procedures for the elimination of illicit connections to the storm drain system.
4. Requirements to utilize "best management practices" to prevent or reduce the discharge of pollutants directly or indirectly to the municipal storm drain system

The attached ordinance reflects the minimum regulations to satisfy the requirements of the Town's NPDES permit. The Town may modify the ordinance to be more restrictive; however, staff recommends the ordinance be approved as provided.

Inspection and enforcement will be provided by a combination of Town officials, including code enforcement, engineering staff, construction inspection, and maintenance staff. Enforcement of violations of this ordinance may follow the Town's administrative citation program contained in Chapter 1.09, of the Town's Municipal Code.

On August 12, 2014, the Town Council introduced the above-noted Town ordinance for purposes of eventual adoption. The objective of this ordinance is to comply with required provisions of the Town's NPDES Phase II Small MS4 Permit by securing legal authority to regulate illegal stormwater discharges and connections.

Staff recommends Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 548, attached to this report. Once adopted, the provisions of this ordinance will be effective thirty days thereafter.

Financial Impact:

Minor increases in costs for Town staff time can be expected as a result of this ordinance. Potential violations will be pursued to ensure compliance with the ordinance.

The total permit is near \$15,000 annually funded by gas tax and drainage maintenance funds. Implementation costs of the permit are to be determined as the Town proceeds through phased permit requirements, such as adoption of this ordinance.

**TOWN OF PARADISE
ORDINANCE NO. 548**

**AN ORDINANCE ADDING CHAPTER 8.56 TO THE PARADISE MUNICIPAL CODE
RELATING TO STORMWATER MANAGEMENT**

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

SECTION 1. Chapter 8.56 is hereby added to the Paradise Municipal Code to read as follows:

**CHAPTER 8.56
STORMWATER QUALITY MANAGEMENT**

Section 8.56.010	Title.
Section 8.56.020	Purpose and Intent.
Section 8.56.030	Definitions.
Section 8.56.040	Applicability.
Section 8.56.050	Responsibility for Administration.
Section 8.56.060	Regulatory Consistency.
Section 8.56.070	Prohibition of Illegal Discharges.
Section 8.56.080	Prohibition of Illicit Connections.
Section 8.56.090	Discharges in Violation of Industrial or Construction Activity NPDES Storm Water Discharge Permit.
Section 8.56.100	Requirement to Prevent, Control, and Reduce Storm Water Pollutants.
Section 8.56.110	Requirement to Eliminate Illegal Discharges.
Section 8.56.120	Requirement to Eliminate or Secure Approval for Illicit Connections.
Section 8.56.130	Watercourse Protection.
Section 8.56.140	Notification of Spills.
Section 8.56.150	Authority to Inspect.
Section 8.56.160	Authority to Sample, Establish Sampling Devices, and Test.
Section 8.56.170	Authority to Inspect and Request Records.
Section 8.56.180	Enforcement and Administration.
Section 8.56.190	Primary Authority.
Section 8.56.200	Nuisance Abatement.
Section 8.56.210	Civil Actions.
Section 8.56.220	Criminal Action.
Section 8.56.230	Non-Exclusive Remedies.

8.56.010 Title.

This chapter shall be known as the “Stormwater Quality Management Ordinance” of the Town of Paradise.

8.56.020 Purpose and Intent.

The purpose of this chapter is to protect and promote the health, safety and general welfare of the citizens of the Town and to protect and enhance the water quality, beneficial uses, habitats and ecosystems in receiving waters by reducing pollution and pollutant loads discharged in urban runoff from areas within the Town's jurisdiction by the Maximum Extent Practicable, and by prohibiting non-stormwater discharges to municipal Storm Drain Systems. This chapter is intended to assist in protection and enhancement of watercourses, water bodies, and wetlands in a manner pursuant to and both compliant and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. Section 1251 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.) and Phase II Small Municipal Separate Storm Sewer (MS4) Permit, as such laws and permits are amended and/or renewed.

8.56.030 Definitions.

The terms used in this chapter shall have the following meanings:

- “Best Management Practices(s) (BMP(s))” means a schedule of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other pollution control practices to infiltrate or retain increased flows generated on developed lands in urban areas or to prevent the discharge of pollution directly or indirectly into stormwater, receiving waters, or stormwater conveyance systems.

BMPs include, but are not limited to: treatment practices and facilities; operating and facility management procedures and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the Town determines appropriate for the control of pollutants.

BMPs shall be consistent with the California Stormwater Quality Association (CASQA) Best Management Practices Handbooks or equivalent.

- “Town Manager” means the Town Manager of the Town of Paradise or his or her designee.
- “Clean Water Act” means the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), and any subsequent amendments thereto.
- “Commercial Activity” means any public or private activity involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities or providing professional and/or non-professional services. “Commercial Activity” includes all commercial land uses.
- “Construction Sites” are sites where activities, including but are not limited to, clearing and grubbing, grading, excavating, demolition, new construction, reconstruction, additions or remodeling of any structure or property are being performed.

- “Contamination” is as defined in California Water Code section 13050(k).
- “Discharge” means any release, threatened release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid or solid substance to the Storm Drain System.
- “Discharger” means any person who discharges or causes to discharge, either directly or indirectly, stormwater or any other material into municipal Storm Drain Systems or to natural surface waters.
- “Hazardous Materials.” Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed (49 CFR §105).
- “Illicit Discharge” or “Illegal Discharge” means any of the following:
 - A. Any direct or indirect non-stormwater discharge to the Storm Drain System, except as exempted in Section 8.56.070B of this chapter; or
 - B. Any direct discharge to the Storm Drain System from an illicit connection; or
 - C. Any discharge to a Storm Drain System or surface water that is prohibited under local, regional, state, or federal statutes, or which causes or contributes to a violation of any water quality standard or objective in the Phase II Small MS4 Permit, including the introduction of pollution into the Storm Drain System.
- “Illicit Connection”. An illicit connection is defined as either of the following:
 - A. Any drain or conveyance, either surface or subsurface, which allows or may allow an illegal discharge to enter the Storm Drain System, including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the Storm Drain System and any connections to the Storm Drain System from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by a government agency; or
 - B. Any drain or conveyance connected from a commercial or industrial land use to the Storm Drain System which has not been documented in plans, maps, or equivalent records and approved by the Town.
- “Industrial Activity.” Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).
- “Maximum Extent Practicable” is a standard for implementation of Best Management Practices to reduce pollutants in stormwater. It is the maximum extent possible taking into account equitable consideration and competing facts, including, but not limited to: the seriousness of the problem, public health risk, environmental benefits, pollutant removal effectiveness, regulatory compliance, ability to implement, cost and technical feasibility.

- “National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permits.” General, group, and individual storm water discharge permits which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The California Regional Water Quality Control Board, Central Valley Region (hereinafter, Regional Board) and the State Water Resources Control Board have adopted general storm water discharge permits, including but not limited to the General Construction Activity and General Industrial Activity permits.
- “Natural surface water” means creeks, natural ponds or lakes, wetlands, and shall include any waters of the United States contained within the jurisdictional boundaries of the Town. Natural surface water does not mean any wet or dry detention or infiltration basin, constructed wetland, stormwater treatment facility, artificial lake or pond or other man-made body of water.
- “Non-Stormwater Discharge.” Any discharge to the Storm Drain System that is not composed entirely of stormwater.
- “Nuisance” means any “nuisance” established by California Water Code §13050(m) or the Paradise Municipal Code.
- “Pollutant”. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: sediment discharged from lands lacking effective BMPs due to runoff from impermeable surfaces or runoff from unpaved surfaces impacted by vehicle use; paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure (including but not limited to sediments, slurries, and concrete rinsates); and noxious or offensive matter of any kind.
- “Pollution” means an alteration of the quality of the waters of the state by waste to a degree which unreasonably affects the waters for beneficial uses or the facilities which serve these beneficial uses (California Water Code §13050(1)(1)).
- “Porter-Cologne Act.” The Porter-Cologne Water Quality Control Act and as amended (California Water Code §13000 et seq.).
- “Premises.” Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- “Remediation.” The abatement or removal of pollution or contaminants from land or water (including sediments in waterways) for the general protection of human health and the environment.

- “Storm Drain System.” Publicly-owned facilities operated by the Town or Caltrans, by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures which are within the Town and are not part of a publicly owned treatment works as defined at 40 CFR §403.3(q).
- “Stormwater.” Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
- “Stormwater Pollution Prevention Plan (SWPPP).” A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, Storm Drain Systems, and/or receiving waters to the Maximum Extent Practicable.
- “Super-Chlorinated Water.” Water with chlorine concentrations above 4 mg/l, often associated with disinfection of new or repaired potable water lines and shock treatment of swimming pools.
- “Waters of the State.” Any surface water or groundwater (California Water Code §13050(e)), including all natural waterways and definite channels and depressions in the earth that may carry water, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons. This definition is broader than “Waters of the United States” as defined at 40 CFR Section 122.2

Any terms defined in the Federal Clean Water Act, as amended, or defined in the regulations for the NPDES program issued by the Environmental Protection Agency, as amended, and which are not specifically defined above, shall have the same meaning as set forth in said act or regulation.

8.56.040 Applicability.

This chapter, including any amendments or revisions thereto, shall apply to all water entering the Storm Drain System generated on or flowing over any developed and undeveloped land lying within the Town, unless explicitly exempted in writing by the Town Manager based on the provisions of this chapter.

8.56-050 Responsibility for Administration.

The Town Manager or his or her designee shall administer, implement, and enforce the provisions of this chapter.

8.56.060 Regulatory Consistency.

This chapter shall be construed to assure consistency with the requirements of the Clean Water Act and Porter-Cologne Act and any amendments thereto, or any applicable implementing regulations.

8.56.070 Prohibition of Illegal Discharges.

It shall be unlawful for any person or entity to discharge or cause to be discharged into the Storm Drain System or Waters of the State any non-stormwater discharges, except as exempted below in this section, or any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. Wastes deposited in proper waste receptacles for the purposes of collection and disposal are exempted from this prohibition.

A. Illegal discharges from industrial and/or commercial sources into the Storm Drain System or Waters of the State include, but are not limited to, the following and are prohibited, unless the discharge is permitted under a separate NPDES permit other than the Town of Paradise Small MS4 Permit:

1. Water from the cleaning of gas stations, vehicle service garages, or other types of vehicle service facilities;
2. Water, cleansers, or solvents from the cleaning of vehicles, machinery or equipment, and other such commercial and industrial activities;
3. Water from the washing or rinsing of vehicles containing soap, detergents, solvents, or other cleaners;
4. Water from the washing or rinsing of vehicles, with or without soap, from auto body repair shops;
5. Water from the cleaning or rinsing of vehicle engine, undercarriage, or auto parts cleaning;
6. Vehicle fluids;
7. Mat wash and hood cleaning water from food service facilities;
8. Food and kitchen cleaning water from food service facilities;
9. Leakage from dumpsters or trash containers;
10. Water from the cleaning or rinsing of garbage dumpster areas and areas where garbage is stored or contained;
11. Water from pressure washing, steam cleaning, and hand scrubbing of sidewalks, gutters, plazas, alleyways, outdoor eating areas, steps, building exteriors, walls, driveways, and other outdoor surfaces;
12. Deposition of sediment from landscaping activities, such as blowing, sweeping, or washing waste materials into the Storm Drain System;
13. Wastewater or cleaning fluids from carpet cleaning;
14. Swimming pool and spa water;
15. Wash out from concrete trucks;
16. Runoff from areas where hazardous substances, including diesel fuel, gasoline and motor oil are stored, except as allowed by Section 8.56.070B of this chapter.
17. Super-chlorinated water normally associated with the disinfection of potable water systems and swimming pools;
18. Construction debris, such as, but not limited to, paint, dirt, and wash water; or
19. Sewage or other forms of pollutants from recreational activities including boating and camping, and from recreational vehicles and boats.

B. Exemptions to Prohibited Discharges.

1. Discharges from the following activities shall not be prohibited, as long as such activities are properly managed, and except as otherwise provided by this chapter:
 - i. Potable water line flushing or other potable water sources;
 - ii. Landscape irrigation and lawn watering not containing pollutants such as sediment, pesticides, or fertilizers;
 - iii. Pumped groundwater not containing pollutants;
 - iv. Rising groundwater; diverted stream flows, springs and flows from riparian habitats and wetlands;
 - v. Groundwater infiltration not containing pollutants;
 - vi. Foundation and footing drains and water from crawl space pumps not containing pollutants;
 - vii. Air conditioning condensation;
 - viii. Non-industrial roof drains not containing pollutants;
 - ix. Flows from firefighting activities and flushing and testing of fire hydrants; and
 - x. Any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of California under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the Town for any discharge to the Storm Drain System.
2. With written concurrence of the Regional Board, the Town may exempt in writing other non-storm water discharges which are not a source of pollutants to the Storm Drain System or Waters of the State.
3. If the Regional Board or the Town Manager determines based on substantial evidence that a discharge which is otherwise exempt from the prohibitions on discharges causes or significantly contributes to a violation of any receiving water limitation or result in the conveyance of significant quantities of pollutants to surface waters, or is otherwise a danger to public health or safety, the Town Manager may give written notice to the owner or operator of the facility that the discharge exception shall not apply.

8.56.080 Prohibition of Illicit Connections.

- A. The construction, use, maintenance or continued existence of illicit connections to the Storm Drain System is prohibited.
- B. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

8.56.090 Discharges in Violation of Industrial or Construction Activity NPDES Storm Water Discharge Permit.

Any person subject to an Industrial or Construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the Town Manager prior to or as a condition of a subdivision map, site plan, building permit, or development or improvement plan; upon inspection of the facility; during any enforcement proceeding or action; or for any other reasonable cause.

8.56.100 Requirement to Prevent, Control, and Reduce Storm Water Pollutants.

- A. Authorization to Adopt and Impose Best Management Practices. The Town may adopt requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the Storm Drain System, or Waters of the State. Where BMP requirements are promulgated by the Town or any Federal, State of California, or regional agency for any activity, operation, or facility which would otherwise cause the discharge of Pollutants to the Storm Drain System or water of the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with such requirements. The Town Manager will periodically report to the Town Council on the status of implementation of BMPs, the development of new and effectiveness of existing BMPs, and area- wide BMPs which may be included in BMP guidance documents promulgated by the Town or other regional or State agencies.
- B. New Development and Redevelopment. The Town may require any owner or person developing real property to identify appropriate BMPs to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of Pollutants. The owner and developer shall comply with the terms, provisions, and conditions of any land use entitlements and building permits which require such BMPs. These BMP requirements may include a combination of structural and non-structural BMPs, and shall include requirements to ensure the proper long-term operation and maintenance of these BMPs.
- C. Construction Sites. Temporary and permanent BMPs to reduce pollutants in any storm water runoff activities shall be incorporated in any land use entitlement and grading, encroachment, construction or building-related permit (see PMC Title 15.02.300 Section J104.2 Amended). The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements, building, grading, encroachment, or demolition permits as required by the Town.
- D. Responsibility to Implement Best Management Practices. Notwithstanding the presence or absence of requirements promulgated pursuant to subsections (a), (b) and (c) above, any person or entity engaged in activities or operations, or owning facilities or property which will or may result in pollutants or non-stormwater discharging into stormwater, the Storm Drain System, or Waters of the State shall implement, operate and maintain BMPs to the

extent they are technologically achievable to prevent and reduce such pollutants to the maximum extent practicable. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal Storm Drain System or Waters of the State. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.

8.56.110 Requirement to Eliminate Illegal Discharges.

Notwithstanding the requirements of Article IV herein, the Town Manager may require by written notice that a person or entity responsible for an illegal discharge immediately, or by a specified date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

8.56.120 Requirement to Eliminate or Secure Approval for Illicit Connections.

- A. The Town Manager may require by written notice that a person or entity responsible for an illicit connection to the Storm Drain System comply with the requirements of this chapter to eliminate or secure approval for the illicit connection by a specified date, regardless of whether the connection or discharges had been established or approved prior to the effective date of this chapter.
- B. If, subsequent to eliminating a connection found to be in violation of this chapter, the responsible person or entity can demonstrate that an illegal discharge will no longer occur, said person or entity may request Town approval to reconnect. The reconnection or reinstallation of the connection shall be at the responsible party's expense.

8.56.130 Watercourse Protection.

Every person or entity owning property through which a watercourse passes, or such owner's lessee, shall keep and maintain that part of the watercourse within the property reasonably free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. The owner or lessee shall not remove healthy bank vegetation beyond that actually necessary for maintenance, or remove said vegetation in such a manner as to increase the vulnerability of the watercourse to erosion. The property owner or such owner's lessee, shall be responsible for maintaining and stabilizing that portion of the watercourse that is within their property lines in order to protect against erosion and degradation of the watercourse originating or contributed from their property.

8.56.140 Notification of Spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or

operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the Storm Drain System, or water of the state from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. Said person shall also identify, implement, and keep records of BMPs utilized to prevent further spills, dumping, or material disposals that resulted in illegal discharges. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of non-hazardous materials, said person shall notify the Town Public Works Department in person or by phone or email no later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Town's Public Works Department, within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

8.56.150 Authority to Inspect.

Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the Town Manager has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the Town Manager may enter such premises at all reasonable times to inspect the same and to inspect and copy records related to stormwater compliance. In the event the owner or occupant refuses entry after a request to enter and inspect has been made, the Town is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry pursuant to California Code of Civil Procedure section 1822.50-1822.60.

8.56.160 Authority to Sample, Establish Sampling Devices, and Test.

During any inspection as provided herein, the Town Manager, or designee, may take any samples and perform any testing deemed necessary to aid in the pursuit of the inquiry or to record site activities. Upon determination of a violation, the Town Manager may continue sampling and testing by the Town, and seek reimbursement of costs per section 8.56.210 and of this chapter, or may request that the person or entity engaged in any activity and/or owning or operating any facility in violation, undertake at such person's or entity's expense such monitoring and analyses and furnish such reports to the Town as deemed necessary to determine compliance with this chapter.

8.56.170. Authority to Inspect Property and Request Records.

Whenever the Town Manager has reasonable cause to believe that there exists on any premises any condition which constitutes a violation of this chapter, the Town Manager, or designee, is empowered to request owner or occupant provides records, such as but not limited to, site plans, connection agreements, operations and maintenance records, documentation of waste disposal, as necessary to determine Stormwater compliance.

8.56.180 Enforcement and Administration.

Any person violating a provision of this chapter shall be subject to administrative, civil, or criminal liability as provided by law, in this chapter, and in Chapter 1.09, of this Code. When relying on Chapter 1.09 of this Code, the Town shall adhere to all procedures set forth therein, including, but not limited to the procedures for notice, service requirements, hearings, appeals and issuance of citations and fines.

Any person violating a provision of this chapter shall, in addition to administrative civil penalties provided in Chapter 1.09 of this Code, be subject to nuisance abatement procedures as provided by law, in this chapter, and in Chapter 8.04 of this Code.

8.56.190 Primary Authority.

The Town Manager is empowered to use any of the provisions of this chapter and the provisions found in Chapter 8.04 of this Code to correct violations of, and secure compliance with the provisions of this chapter.

8.56.200 Nuisance Abatement.

Violation of any provision of this chapter is declared to be a nuisance. The Town may, in addition to other authorized procedures set forth in this chapter, take action to abate any nuisance in accordance with the procedures found in Chapter 8.04 of this Code.

8.56.210 Civil Actions.

In addition to any other remedies provided in this Section, any violation of this chapter may be enforced by civil action brought by the Town. In any such action, the Town may seek, as appropriate and allowed by law, any or all of the following remedies:

- A. A temporary restraining order, preliminary and permanent injunction;
- B. Reimbursement of costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing action under this division;
- C. Costs incurred in removing, correcting, or terminating the adverse effect(s) resulting from the violation;
- D. Compensatory damages for loss or destruction of water quality, wildlife, fish and aquatic life. Costs and damages under this subsection shall be paid to the Town and shall be used exclusively for costs associated with monitoring and establishing stormwater discharge pollution control systems and/or implementing or enforcing the provisions of this chapter.

8.56.220 Criminal Actions.

Any person violating any of the provisions of this chapter shall be guilty of an infraction with fines pursuant to Government Code section 36900. Any additional violation of this chapter within one year of the first violation shall be prosecuted by the town attorney as a misdemeanor with a fine not

to exceed one thousand dollars (\$1,000) and/or six (6) months in the county jail; and provided, however, the town attorney shall have the discretion to reduce the misdemeanor to an infraction. Each day such violation is committed or permitted to continue constitutes a separate offense and is punishable as such.

8.56.230 Non-Exclusive Remedies.

Each and every remedy available for the enforcement of this chapter shall be non-exclusive and it is within the discretion of the Town to seek cumulative remedies. Moreover, the remedies available to the Town pursuant to this chapter shall not limit the right of the Town to seek any other remedy that may be available at law and in equity.

Section 2. Pursuant to California Environmental Quality Act (CEQA) Guidelines section 15308, this ordinance is exempt from CEQA in that it is a Class 8 categorical exemption for actions taken by a regulatory agency to establish procedures for the protection of the environment.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise, County of Butte, State of California, on this 9th day of September 2014, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

JOANNA GUTIERREZ, Town Clerk

APPROVED AS TO FORM:

DWIGHT L. MOORE, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 3(e)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Leasource Financial Services, Inc. Master Lease Agreement

Council Action Requested:

Approve 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; or

Alternatives:

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

Background:

On June 25, 2014, the Town Council approved the 2014/15 Operating and Capital Budget. Contained therein were the estimates for purchasing through lease purchase some much overdue information technology and public works equipment. Specifically 18 desktop computers, 1 laptop computer, information technology batteries and server upgrades, virtualizing Accela hosts and equipping the truck donated to Public Works with a snow plow, sander and radio for full utilization. The purchase of these items could not be deferred any longer without risking the productivity and efficiency of many departments. As the Town cannot afford to purchase these items outright, financing through lease purchase was the logical recommendation.

Discussion:

Leasource Financial has agreed to finance the needed equipment through a 4 year and 5 year lease based on the expected life of the equipment. All of the computers and the information technology batteries and server upgrades can be financed under the 4 year lease with an interest rate of 3.77% and 4 quarterly payments per year. The Accela hosts virtualization and public works truck equipment can be financed under the 5 year lease with an interest rate of 3.61% and 4 quarterly payments per year.

Town staff will follow Town purchasing rules while purchasing this equipment. Bids and quotes have already been requested from many vendors. Staff had hoped to use local vendors for purchasing the computers, but the lowest bid received was \$2,296 more than the Town purchasing through the State contract. Those bids were rejected, and assuming approval of the lease the Town will purchase the computers through the State contract.

Fiscal Impact Analysis:

The lease will have no negative impact on the 2014/15 budget. In fact the actual lease financing terms and equipment costs are coming in a little less than budgeted as illustrated below:

Fund	2014/15 Budget	2014/15 Actual Lease Payment	Difference /Savings
1010 – General Fund	\$17,752.26	\$15,553.55	\$1,798.71
2030 – Building Safety Waste Mngmt	\$770.30	\$635.68	\$134.62
2120 – Gas Tax/Streets	\$4,003.59	\$3,548.56	\$455.03
2215 – AVA	\$256.77	\$211.89	\$44.88
Totals	\$22,582.91	\$19,949.68	\$2,633.23

TOWN OF PARADISE
RESOLUTION NO. 14-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE,
CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE
WITH OPTION TO PURCHASE, AND AUTHORIZING CERTAIN ACTIONS
IN CONNECTION THEREWITH

WHEREAS, the Town Council of the Town of Paradise has determined that a true and very real need exists to replace eighteen 18 computers, purchase and upgrade information technology equipment, and equip Public Works Truck #5 with a snow plow, a sander and a radio that will be described in the Master Lease/Purchase Agreement (the "Lease") with **Leasource Financial Services, Inc.** (the "Lessor"). The Town of Paradise has determined that it is necessary, desirable and in their best interest to enter into the Lease for the purposes herein specified, and the execution and delivery are hereby approved, ratified and confirmed; and

WHEREAS, the Town of Paradise (the "Town") is a municipal corporation duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Town desires to provide for financing in the amount of \$84,336.54 for the financing of the following 2014-2015 items (the "Property"); and

(2) APC RT 3000 add-on UPS Battery	\$6,552.37
SQL – Fire and Police Database Hardware Upgrade	\$4,506.54
(17) Desktop Computers	\$15,886.57
Laptop Computer	\$1,191.22
Snow Plow Hardware, Radio and Sander	\$15,199.84
Virtualize Accela Hosts	\$41,000.00

WHEREAS, Leasource Financial Services, Inc. (the "Corporation") has proposed a cost-effective lease purchase financing arrangement according to the useful life of the items to be purchased at a 3.77% interest rate for four years and 3.61% interest rate for five years; and

WHEREAS, the Town has determined that this lease financing arrangement is the most economical means for providing the Property to the Town.

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

SECTION 1. Lease with Option to Purchase. The Mayor, Town Manager or a designee is hereby authorized to enter into a Lease with Option to Purchase (the "Lease") with the Corporation to finance the Property and to transfer ownership to the Property as necessary to enter into the Lease, subject to approval as to form by the Town Attorney.

SECTION 2. Attestation. The Town Clerk or other appropriate Town officer is hereby authorized and directed to attest the signature of the Mayor or Town Manager or of such other person or persons as may have been designated by the Mayor or Town Manager, and to affix and attest the seal of the Town, as may be required or appropriate in connection with the execution and delivery of the Lease.

SECTION 3. Other Actions. The Mayor, Town Manager and other officers of the Town are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all agreements, documents and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Lease. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Lease is hereby designated as “qualified tax-exempt obligations” within the meaning of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended the “Code). The Town together with all subordinate entities of the Town, do not reasonably expect to issue during the calendar year in which the Lease is issued more than \$10,000,000 of obligations which it could designate as “qualified tax-exempt obligations” under Section 265(b) of the Code.

SECTION 5. Reimbursement of Prior Expenditures. The Town declares its official intent to be reimbursed from the proceeds of the Lease approved hereby for a maximum principal amount of \$84,336.54 of expenditure occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 9th day of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Approved: _____
Scott Lotter, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

Date: _____, 2014

**MUNICIPAL LEASE PURCHASE AGREEMENT
(ABATEMENT)**

Lessor: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

Lessee: [Town of Paradise](#)

This Municipal Lease Purchase Agreement (Abatement) (the "Agreement") entered into between Leasource Financial Services, Inc. ("Lessor"), and [Town of Paradise](#) ("Lessee"), a body corporate and politic duly organized and existing under the laws of the [State of California](#) ("State");

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I
COVENANTS OF LESSEE**

Section 1.01. **Covenants of Lessee.** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State of California with full power and authority to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel in the form attached hereto as Exhibit B.

(d) During the Lease Term, the Equipment will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions of Lessee consistent with the permissible scope of Lessee's authority.

(e) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Section 103 thereof, and the regulations of the Treasury Department there under, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of the Rental Payments.

(g) Lessee covenants and agrees that it will use the proceeds of the Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into, and that no part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Treasury Department there under proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Agreement.

ARTICLE II DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued there under and its predecessor.

"**Commencement Date**" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"**Equipment**" means the property described in Exhibit D and which is the subject of this Agreement.

"**Lease Term**" is defined in Section 4.01.

"**Purchase Price**" shall be equal to the sum of (a) the Prepayment Option Price, as shown on Exhibit E to be the applicable price after the last prior Rental Payment is and has been made, (b) provided that there is no Event of Default hereunder on any rental payment date by paying to Lessor the Rental Payment then due, together with the Purchase Option Price set forth in Exhibit E (c) any unpaid charges for or interest on late payments, and (d) any other amounts payable to Lessor hereunder as reimbursement or repayments for advances.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Exhibit E of this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and shall terminate **four (4) years and zero (0) months** from the Commencement Date.

Section 4.02. **Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, shall cause the Equipment to be delivered and installed at the location specified on Exhibit D to this Agreement and shall pay all delivery and installation costs, if any, in connection therewith. When the Equipment is delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate in the form attached hereto as Exhibit F.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Location; Right of Inspection.** Once installed, the Equipment will not be moved from the location specified in Exhibit D to this Agreement without Lessor's consent, which shall not be unreasonable withheld. During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the Purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR, THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The Rental Payments and other amounts payable under this Agreement for each budget year of Lessee or portion thereof during the Lease Term shall constitute the rental for such budget year or portion thereof and shall be paid by Lessee for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Equipment by Lessee for and during such budget year or portion thereof. The parties hereto have agreed and determined that such total rental is not in excess of the total fair rental value of the Equipment. In making such determination, consideration has been given to the costs of the Equipment, the uses and purposes served by the Equipment, and the benefits therefrom that will accrue to the parties by reason of this Agreement and to the general public by reason of Lessee's use of the Equipment. Lessee hereby covenants to take such action as may be necessary to include all Rental Payments and other amounts due hereunder in its annual budget and to make the necessary appropriations for all such Rental Payments and other amounts, subject to Section 6.05. The covenants on the part of Lessee herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of Lessee to carry out and perform the covenants and agreements on the part of Lessee contained in this Agreement. The obligation of Lessee to make Rental Payments or other payments due hereunder does not constitute an obligation of Lessee for which the Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation. The obligation of Lessee to make Rental Payments or other payments hereunder does not constitute an indebtedness of Lessee, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6.02. **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in such amounts and on such dates as described in Exhibit E hereto; provided that, if the Equipment has not been accepted by Lessee, such Rental Payments shall be payable solely from amounts deposited with an escrow agent.

Section 6.03. **Interest and Principal Components.** A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. **Rental Payments to be Unconditional.** THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, EXCEPT AS PROVIDED IN SECTION 6.05.

Section 6.05. **Rental Abatement.** Except to the extent of (i) amounts held in an escrow, trust or agency account to make Rental Payments of (ii) amounts received in respect of rental interruption insurance or liquidated damages, Rental Payments due hereunder shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by Lessee of the Equipment, or a material portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portions of the Equipment not damaged, destroyed or condemned. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected Equipment to a condition which will permit the affected Equipment to be used substantially as intended. In the event of any such damage, destruction or condemnation, this Agreement shall continue in full force and effect, except as set forth in Section 11.01.

Section 6.06. **Triple Net Lease.** This Agreement is intended to be a triple net lease. Lessee agrees that the Rental Payments and other payments provided for herein shall be an absolute net return to Lessor free and clear of any expense, charges or set-offs whatsoever.

ARTICLE VII TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession of the Equipment to Lessor upon (i) any termination of this Agreement without Lessee exercising its option to purchase pursuant to Section 11.01 or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sales, certificate of title or other instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 7.02. **Security Interest.** Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any mechanic's or material men's liens placed on the Equipment by any agent, contractor or supplier of the Lessee.

Section 7.04. **Personal Property.** THE EQUIPMENT IS AND WILL REMAIN PERSONAL PROPERTY AND WILL NOT BE DEEMED TO BE AFFIXED TO OR A PART OF THE REAL ESTATE ON WHICH IT MAY BE SITUATED, NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY BE OR HEREAFTER BECOME IN ANY MANNER PHYSICALLY AFFIXED OR ATTACHED TO REAL ESTATE OR ANY BUILDING THEREON. IF REQUESTED BY LESSOR, LESSEE WILL, AT LESSEE'S EXPENSE, FURNISH A WAIVER OF ANY INTEREST IN THE EQUIPMENT FROM ANY PARTY HAVING AN INTEREST IN ANY SUCH REAL ESTATE OR BUILDING.

ARTICLE VIII
MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with a company that specializes in maintaining facilities similar to the Equipment.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition and construction of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due.

Section 8.03. **Provisions Regarding Insurance.** At its own expense Lessee shall cause casualty, public liability and property damage, workers' compensation and rental interruption insurance to be carried and maintained (and evidenced by certificates delivered to Lessor throughout the Lease Term) in the amounts and for the coverage's set forth on Exhibit G, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

All such insurance shall be with insurers that are authorized to issue such insurance in the State of California, shall name Lessee and Lessor as insured's and shall contain a provision to the effect that such insurance shall not be canceled or modified materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear, and Lessee will, at its own expense, maintain rental interruption insurance to cover Lessor's loss, total or partial, of the use or possession of any part of the Equipment as a result of any hazard in an amount sufficient at all times to pay an amount not less than the Rental Payments payable by Lessee during a 24 month period. Such rental interruption insurance will be payable for a period adequate to cover the period of repair or reconstruction. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by Lessee. All insurance proceeds will be payable to Lessor in amounts proportionate to the loss of use of the Equipment and will supplement Lessee's applicable Rental Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement. Lessee will not be permitted to self insure its obligation under this paragraph.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X
TAX COVENANT

Section 10.01. **Tax Covenant.** It is the intention of the Lessee and the Lessor that the interest portion of the Rental Payments received by the Lessor be and remain exempt from federal income taxation. Lessee covenants that it will take any and all reasonable action necessary to maintain the excludability from federal income taxation of the interest portion of the Rental Payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Rental Payments, including (without limitation) leasing all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

ARTICLE XI OPTION TO PURCHASE

Section 11.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

- (a) upon payment in full of all Rental Payments in accordance with Exhibit E hereof and all other amounts due hereunder; or
- (b) upon written notice delivered at least 30 days in advance of a proposed date for payment, and upon the payment on such date of the then applicable Purchase Price.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or sub assignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a duplicate original counterpart of the document by which the same is made. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 12.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof except those resulting from Lessor's intentional or negligent acts or omissions, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

(a) failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder when due for a period of 15 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 15-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(b) failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof for a period of 15 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 15-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(c) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected: or

(d) initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

Section 13.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Rental Payments from prior budget years.

(b) Without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United State as Lessor shall specify, and lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable each budget year for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder for the then current budget year, and (ii) the net proceeds of any such leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, removing, storing, reconditioning, leasing, or subleasing the Equipment and all brokerage, auctioneer's or attorney's fees).

(c) Terminating this Agreement, Lessor may enter the premises where the Equipment is located or retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor and sell the Equipment, continuing to hold Lessee liable each budget year for the Rental Payments for that budget year and other amounts payable by Lessee hereunder for the then current budget year, less the amortized portion of proceeds for the then current year. Said amortized portion of proceeds are the proceeds from the sale of the equipment less all expenses of Lessor in exercising its remedies under this Agreement (including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling and all brokerage, auctioneer's or attorney's fees) divided by the number of budget years remaining in the Agreement at the time of default. Should the proceeds less expenses of sale equal or exceed the remaining Rental Payments under the Agreement plus any outstanding and unpaid Rental Payments and other amounts payable by Lessee, then the Lessor will not have the election of this remedy.

(d) Lessor may take whatever action at law or in equity necessary or desirable to enforce its rights in the Equipment, including without limitation enforcing any remedy under Article 9 of the California Uniform Commercial Code; provided that such action shall not include acceleration of any Rental Payment to make such Rental Payment due prior to the budget year of Lessee in which it is due as described in Exhibit C.

Section 13.03. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 13.04. **Late Charge; Interest on Late Payment.** Any Rental Payment not paid on the due date thereof shall bear a late charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than \$100.00. Any unpaid Rental Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

ARTICLE XIV MISCELLANEOUS

Section 14.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02. **Certificate as to Arbitrage.** Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The equipment has been ordered or is expected to be ordered within six months and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year from the date hereof.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
- (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Section 14.03. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.04. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.05. **Amendments.** All amendments hereto must be in writing.

Section 14.06. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 14.07. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.08. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.09. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent,

ARTICLE XV DEFEASANCE

EXHIBIT A

RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES

Lessee: Town of Paradise

Date of Agreement: _____, 2014

At a duly called meeting of the governing body of Lessee (as defined in the Agreement) held on the ____ day of _____, 2014 the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Municipal Lease Purchase Agreement (Abatement) presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Municipal Lease Purchase Agreement (Abatement) are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Municipal Lease Purchase Agreement (Abatement), the Escrow Agreement, the Agency Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Municipal Lease Purchase Agreement (Abatement).

By: _____
Lauren Gill Town Manager

Municipal Lease Purchase Agreement (Abatement)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Municipal Lease Purchase Agreement (Abatement) is the same as presented at said meeting of the governing body of Lessee.

Joanna Gutierrez Clerk

Seal: _____, 2014
Date

EXHIBIT B

OPINION OF LESSEE'S COUNSEL (Please furnish this form on Attorney's Letterhead)

Lessee: Town of Paradise

Date of Agreement: _____, 2014

Gentlemen:

As counsel for Town of Paradise ("Lessee"), I have examined duly executed originals of the Municipal Lease Purchase Agreement (Abatement), the Escrow Agreement, and the Agency Agreement (the "Agreements"), dated _____, 2014, between Lessee Leasource Financial Services, Inc. ("Lessor"), and based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the following opinions:

(1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of California, and is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 as amended;

(2) Lessee has the requisite power and authority to lease with an option to purchase the Equipment and to execute, deliver the Agreements and perform its obligations under the Agreements;

(3) The Agreements and the other documents either attached thereto or required therein have been duly authorized, approved and executed by an on behalf of Lessee and the Agreements are valid and binding obligations of Lessee enforceable in accordance with their terms;

(4) The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

(5) There is not proceeding pending or threatened in any court or before any governmental authority or arbitration board of tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreements or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

(6) Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Respectfully submitted,

Counsel

EXHIBIT C

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under that certain Municipal Lease Purchase Agreement (Abatement) dated _____, 2014 with Leasource Financial Services, Inc. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State:

By: _____
Lauren Gill Town Manager

B. ESSENTIAL USE:

1. The Equipment will be used by the following governmental agency department for the specific purpose of:

2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

3. Funds are expected to come from the General Fund of the Lessee.

C. ARBITRAGE CERTIFICATIONS:

1. The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

2. Lessee has entered, or reasonably expects to enter within six months of the date hereof, a contract or contracts for the acquisition of the Equipment that obligate payment by Lessee of not less than the lesser of \$100,000 or 2-1/2% of aggregate principal portion of Rental Payments.

3. The acquisition of the Equipment will proceed with due diligence to completion, which is expected on or about _____, 2014.

4. Except for the Escrow Fund established pursuant to the Escrow Agreement, Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

5. The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

6. To the best of our knowledge, information and belief, the above expectations are reasonable.

7. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ____ day of _____, 2014.

WITNESS:

By: _____
Joanna Gutierrez Clerk

EXHIBIT D

DESCRIPTION OF THE EQUIPMENT

(2) APC RT 3000 add-on UPS battery
SQL -FDPD DB HW Upgrade
Computer for Sr Fin Services Clerk
(2) Computers Police Admin
(4) Dispatch Computers
Computer for Property/Evidence
(4) Computers Fire
Laptop Fire
(3) Computers (Counter, Dir, B Off)
Computer Dev Services
Computer Public Works

Lessee: Town of Paradise

By: _____
Lauren Gill Town Manager

Date: _____, 2014

Exhibit E

**AMORTIZATION SCHEDULE
(Schedule #1)**

Compound Period: Quarterly

Nominal Annual Rate: 3.779 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/15/2014	28,136.70	1		
2	Payment	12/15/2014	1,903.08	16	Quarterly	09/15/2018

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Purchase Option Price
Loan	09/15/2014				
1	12/15/2014	1,903.08	265.82	1,637.26	27,247.98
2	03/15/2015	1,903.08	250.35	1,652.73	25,504.98
3	06/15/2015	1,903.08	234.74	1,668.34	23,751.74
4	09/15/2015	1,903.08	218.98	1,684.10	21,988.20
5	12/15/2015	1,903.08	203.07	1,700.01	20,214.30
6	03/15/2016	1,903.08	187.01	1,716.07	18,429.98
7	06/15/2016	1,903.08	170.79	1,732.29	16,635.18
8	09/15/2016	1,903.08	154.43	1,748.65	14,829.83
9	12/15/2016	1,903.08	137.91	1,765.17	13,013.88
10	03/15/2017	1,903.08	121.23	1,781.85	11,187.26
11	06/15/2017	1,903.08	104.40	1,798.68	9,349.91
12	09/15/2017	1,903.08	87.40	1,815.68	7,501.76
13	12/15/2017	1,903.08	70.25	1,832.83	5,642.75
14	03/15/2018	1,903.08	52.93	1,850.15	3,772.82
15	06/15/2018	1,903.08	35.46	1,867.62	1,891.91
16	09/15/2018	1,903.08	17.81	1,885.27	0.00
Grand Totals		30,449.28	2,312.58	28,136.70	

Lessee [Town of Paradise](#)

By: _____
[Lauren Gill](#) [Town Manager](#)

Date: _____, 2014

ACCEPTANCE CERTIFICATE

EXHIBIT G

INSURANCE COVERAGE REQUIREMENTS

To: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

From: [Town of Paradise](#)

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Article VIII, Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address telephone number and fax number)

to issue:

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Leasource Financial Services, Inc. as loss payee.
- b. Public Liability Insurance evidence by a Certificate of Insurance naming Leasource Financial Services, Inc. and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

- c. Workers' Compensation Insurance covering all of Lessee's employees working on, in, near or about the Equipment.
- d. ☒ Rental Interruption Insurance in an amount equal to at least two years' Rental Payments naming WestAmerica Bank as loss payee and/or its assigns as an Additional Insured. WestAmerica Banks address is 4550 Mangels Blvd MAC A-1B Fairfield, CA 94534-4082.

OR

2. Pursuant to Article VIII, Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
3. Proof of insurance coverage will be provided prior to the time that the equipment is delivered to us.

Lessee: [Town of Paradise](#)

By: _____
[Lauren Gill](#) [Town Manager](#)

Dated: _____, 2014

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of this _____ day of _____, 2014, by and among **WestAmerica Bank** (the "**Custodian**"), **Leasource Financial Services, Inc.** (the "**Lessor**"), duly organized and existing under the laws of the State of California, and **Town of Paradise** (the "**Lessee**"), a subdivision of the State of California.

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1 - RECITALS

Section 1.01. Lessor and Lessee have entered into a Master Equipment Lease/Purchase Agreement dated as of _____, 2014 a duplicate original of which has been furnished to the Custodian, whereby Lessor has agreed to lease and sell certain personal property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease. This Agreement is not intended to alter or change the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement, but not defined herein, shall have the meaning given to them in the Lease.

Section 1.03. Under the Lease, within 10 days after the execution of the Lease and this Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Custodian is required to deposit the sum of **\$28,136.70**, which is required to be credited to the Equipment Acquisition Fund, established in Article 2 hereof, and used to pay the Equipment Cost of the items of Equipment, and, to the extent not needed for this purpose, to pay or prepay Principal coming due under the Lease; all as herein provided.

Section 1.04. Under the Lease, either Lessor or Lessee will cause each item of Equipment to be ordered from the Contractor thereof. The Equipment Cost to be paid to the Contractor supplying the item of Equipment shall be paid solely from the amount deposited by the Custodian as described in this Article, Section 1.03 hereof, in accordance with this Agreement.

Section 1.05. Subject to such control by Lessee as is provided for herein, Lessor and Lessee agree to employ the Custodian as described in this Article, Section 1.03, all as hereinafter provided, however, the Custodian shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2 - EQUIPMENT ACQUISITION FUND

Section 2.01. The Custodian shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Fund"), and shall keep such Fund separate and apart from all other funds and moneys held by it, and shall administer such Fund as provided in this Agreement.

Section 2.02. All moneys paid to the Custodian by Lessor pursuant to Article 1, Section 1.03 of this Agreement, shall be credited to the Fund. The Custodian shall use the moneys in the Fund to pay the Equipment Cost of each item of the Equipment subject to the Lease, upon receipt of a Payment Request Form, attached hereto, known as EXHIBIT A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Within 10 days after receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Equipment Cost as shown therein shall be paid directly to the person or entity entitled to payment as specified therein within 10 days after receipt by Custodian.

Section 2.03. Lessee shall furnish to the Custodian as soon as available, a copy of the Purchase Order for all Equipment ordered pursuant to the Lease, showing the Equipment Cost and the estimated delivery date. Attached hereto, known as EXHIBIT C, is a schedule of the Equipment, showing the items, dollar amount, contract or purchase order references, and partial advance payments made by the Lessee. Upon receipt of the funds from Lessor, Custodian is authorized and instructed to disburse to Lessee the amount shown under Item 10 on EXHIBIT C. After all items shown on EXHIBIT C have been purchased, any remaining balance of principle and/or accrued interest shall be disbursed to Lessee.

Section 2.04. The Custodian shall only be responsible for the safekeeping and investment of the moneys held in the Fund, and the disbursement thereof in accordance with the Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Fund to make payments herein required.

Section 2.05. Lessee's Payment Request Forms, identified in Section 2.02 above, shall bear the signature of **Lauren Gill** as shown on the signature page attached hereto.

ARTICLE 3 - MONEYS IN EQUIPMENT ACQUISITION FUND; INVESTMENT

Section 3.01. The moneys and investments held by the Custodian under this Agreement, are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy, attachment, or lien by or for the benefit of any creditor of either Lessee or Lessor.

Section 3.02. Moneys held by the Custodian hereunder shall be invested by the Custodian at the then prevailing rates offered by the custodian for its money market savings demand deposit account product. Such funds shall be held in the name of the escrow account and held by the custodian. Interest thereon shall accrue to the Escrow Account. With the approval of Lessee, the Custodian may purchase or sell to itself, or any affiliate as principal or agent, investments

authorized by this Article. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available.

Section 3.03. The Custodian shall furnish to Lessee and Lessor, an accounting of all investments, interest, and income therefrom. Such accounting shall be furnished no less frequently than every month, and upon request of Lessor or Lessee. The Custodian shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it, in accordance with this Article.

ARTICLE 4 - CUSTODIAN'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Custodian may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or the validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Unless the Custodian is guilty of negligence or misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits, or proceedings at law or in equity, or any other expense, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this Agreement; and in connection therewith, to indemnify the Custodian against any and all expenses, including reasonable attorney's fees and the cost of defending any action, suit, or proceeding, or resist any claim. The Custodian shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorney's fees, court costs, any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Custodian by reason of disputes arising between Lessee and Lessor as to the correct interpretation of the Lease or this Agreement and instruction given to the Custodian hereunder, or otherwise, with the right of the Custodian, regardless of the instructions aforesaid, to hold the said property, until and unless, said additional expenses, fees, and charges shall be fully paid.

Section 4.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be indemnified to all costs, including reasonable attorney's fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

Section 4.04. The Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or misconduct.

ARTICLE 5 - CUSTODIAN'S COMPENSATION

Lessee hereby agrees to pay the Custodian **\$100.00** as compensation for the services to be rendered hereunder, and will pay and/or reimburse the Custodian upon request for all expenses, disbursements, and advances, including reasonable attorney's fees, incurred or made by it in connection with carrying out its duties hereunder. The Custodian's fee shall be payable upon execution of this Agreement.

ARTICLE 6 - CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States, or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Custodian under this Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Custodian agrees to assign to such substitute Custodian its rights under this Agreement.

Section 6.02. The Custodian or any successor may at any time resign, by giving mailed notice to Lessee and Lessor, of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Custodian shall have been or are approved by Lessee and Lessor.

Section 6.03. The Custodian may appoint an agent to exercise any of the powers, rights, or remedies granted to the Custodian under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

ARTICLE 7 - ADMINISTRATIVE PROVISIONS

Section 7.01. The Custodian shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

Section 7.02. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto, at its address set forth in the attached EXHIBIT B, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of **California**.

Section 7.04. Any provisions of this Agreement found to be prohibited by law, shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under the

Lease, and any payments due to Lessor hereunder from the Lessee after the date when a duplicate original of such assignment is filed with the Custodian.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by the Custodian of all moneys held by it hereunder.

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

Lessor: Leasource Financial Services, Inc.

By: _____
Thomas L. Cadle, Principal

Custodian: **WestAmerica Bank**

By: _____

Name: _____

Title: _____

Lessee: **Town of Paradise**

By: _____
Lauren Gill Town Manager

**ADDENDUM FOR ESCROW FUNDING
TO
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT**

This Addendum to Master Equipment Lease/Purchase Agreement (the "Addendum"), dated as of _____, **2014**, is made and entered into by and between **Leasource Financial Services, Inc.** (the "**Lessor**"), and **Town of Paradise** (the "**Lessee**").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Master Equipment Lease/Purchase Agreement dated _____, **2014**, herewith (the "Lease"), whereby Lessor has agreed to acquire, lease, and sell to Lessee certain items of Equipment; and

WHEREAS, in order to assure the availability of moneys to pay the cost of the Equipment and facilitate the acquisition of the Equipment, Lessee has requested Custodian to deposit in escrow the amount needed for this purpose and to enter into a Escrow Agreement, and Lessor is willing to do so.

NOW, THEREFORE, in consideration of the execution of the Lease by each of the parties and the mutual covenants hereinafter set forth, the parties hereto recite and agree as follows:

1. This Addendum shall comprise part of the Lease, and all terms capitalized but not defined herein shall have the meanings given to them in the Lease.
2. Lessor, Lessee, and Custodian shall enter into a Escrow Agreement in the form attached hereto.
3. Within ten (10) days after the execution of the Lease and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Custodian shall deposit, or cause to be deposited, for credit to the Equipment Acquisition Fund, the sum of **\$28,136.70**, which shall be held, invested, and disbursed in accordance with the Escrow Agreement.
4. The amount so deposited shall, prior to utilization for purchase of the Equipment, which the parties anticipate will be completed prior to the end of Lessee's fiscal year (June 30), constitute a loan from Lessor to Lessee, which shall be repaid to Lessor as part of the Rental Payments due under the Lease.

IN WITNESS WHEREOF, the parties by the duly authorized officers have executed this Addendum in supplement of the Lease pursuant to Article III, Section 3.1 thereof as of the day and year first written above.

Lessee: **Town of Paradise**

By: _____
Lauren Gill **Town Manager**

Lessor: **Leasource Financial Services, Inc.**

By: _____
Thomas L. Cadle, Principal

ARBITRAGE AND TAX CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified **Town Manager** of **Town of Paradise** (the "**Lessee**"), and that in my official capacity as such officer, I am responsible for executing and delivering on behalf of Lessee the **Master Equipment Lease/Purchase Agreement**, dated as of _____, **2014** (the "**Lease**"), by and between Lessee and **Leasource Financial Services, Inc.** (the "**Lessor**"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury Regulations, Sections 1.103-14 and 1.103-15 (the "**Regulations**"). The following facts, estimates, and circumstances are in existence on the date of this Certificate, or are reasonably expected to occur hereafter.

1. The Lease provides for the lease of certain Equipment described in the Equipment Schedules thereto (the "**Equipment**") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Lease, Lessee is required to make Rental Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts set forth in applicable Equipment Schedules to the Lease.
2. Pursuant to the Lease, and for the purpose of meeting its obligations under the Lease and assuring Lessee of the availability of moneys needed to pay the cost of the Equipment when due, Lessee, Lessor and WestAmerica Bank (the "**Escrow Agent**"), have executed a Escrow Agreement dated as of _____, **2014** (the "**Escrow Agreement**").
3. The ESCROW Agreement provides that Escrow Agent shall deposit **\$28,136.70** into escrow, to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and held, invested, and disbursed with respect to the Equipment as provided therein. Interest earnings on amounts held in escrow shall be paid to Lessee.
4. The Equipment will be acquired and installed with due diligence, and the Equipment will be acquired and installed at **5555 Skyway, Paradise, CA 95969** on or before _____, **2014**.
5. All of the spendable proceeds of the Lease will be expended on the Equipment, and related expenses within three years from the date of execution and Escrow Agreement.
6. The original proceeds of the Lease, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.
7. The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.
8. No sinking fund is expected to be created by Lessee with respect to the Lease and the Rental Payments.
9. Lessee hereby covenants to comply with all requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America. It is expected that all

gross proceeds of the Lease will be expended on the Equipment no later than the day which is six months after the date of issuance of the Lease.

10. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations.

11. Lessee has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

WITNESS my hand this _____ day of _____, **2014**.

Lessee: **Town of Paradise**

By: _____

Name: **Lauren Gill**

Title: **Town Manager**

EXHIBIT A

PAYMENT REQUEST FORM NO. _____

WestAmerica Bank (the "**Custodian**"), under the Escrow Agreement dated this _____ day of _____, **2014**, and **Town of Paradise** (the "**Lessee**"), is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms, or corporations designated below as Payee, the amount set forth opposite each such name, in payment of the Equipment Cost (as defined in said Escrow Agreement) of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in **EXHIBIT A** of the Master Lease/Purchase Agreement described in the Escrow Agreement.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
---------------------	----------------------	-------------------------

The undersigned hereby certifies that attached is a duplicate, original, or certified copy of the following documents relating to the order, delivery, and acceptance of the Equipment described in this Payment Request Form: **(1)** an Equipment Purchase Order form; **(2)** a manufacturer's or dealer's invoice; and **(3)** Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the ESCROW Agreement; provided that if the payment is a Progress Payment, no separate acceptance certificate shall be required, and if the payment is for less than all of the Equipment on the Equipment Schedule, and is not the final payment with respect to Equipment covered by the Equipment Schedule, Lessee shall only be required to furnish an acceptance certificate in the form attached hereto as **EXHIBIT 1**.

Dated: _____, **2014**

Lessee: **Town of Paradise**

By: _____
Lauren Gill **Town Manger**

Lessor: **Leasource Financial Services, Inc.**

By: _____
Thomas L. Cadle, Principal

EXHIBIT B

(Address to which Written Notices are to be mailed)

If to ESCROW Agent:

WestAmerica Bank
Attention: **Ester Emory**
Fax: **707-863-6512**

If to Lessor:

Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630-2093

Attention: Tom Cadle, CLP

Telephone: (800) 991-0099

If to Lessee:

Town of Paradise
Attention: **Gina Will or Lauren Gill**
Telephone: **530-876-8962**

EXHIBIT C

(Schedule of Equipment)

ITEM #	VENDOR/	CONTRACT/	CONTRACT	AMOUNT
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
3.	_____	_____	_____	\$ _____
4.	_____	_____	_____	\$ _____

EXHIBIT 1

(Certificate of Acceptance for partial Equipment Deliveries)

I, the undersigned, hereby certify that I am the duly qualified **Town of Paradise** (the "**Lessee**"), and, with respect to the Master Equipment Lease/Purchase Agreement (the "**Lease**"), dated _____, **2014**, by and between Lessee and **Leasource Financial Services, Inc.** (the "**Lessor**"), that the Equipment described on the attached **Payment Request Form Number** _____ comprises a portion of the Equipment described in the Lease, and has been delivered to, tested, or inspected by, and accepted by Lessee.

Dated: _____, **2014**

Lessee: **Town of Paradise**

By: _____
Lauren Gill **Town Manager**

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority

Check box if **Amended Return** ►

1 Issuer's name	2 Issuer's employer identification number
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite
4 City, town, or post office, state, and ZIP code	5 Report number (For IRS Use Only) 5
6 Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative ()

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐.

8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► / /	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	►
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	►
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative	Date	Type or print name and title
Preparer's signature	Date	Check if self-employed <input type="checkbox"/> Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.

Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement of receipt of this return by the IRS you must provide the following information:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½ % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 m
Preparing the form 2 hr., 22 m
Copying, assembling, and sending the form to the IRS 2 hr., 34 m

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page

Date: _____, 2014

**MUNICIPAL LEASE PURCHASE AGREEMENT
(ABATEMENT)**

Lessor: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

Lessee: [Town of Paradise](#)

This Municipal Lease Purchase Agreement (Abatement) (the "Agreement") entered into between Leasource Financial Services, Inc. ("Lessor"), and [Town of Paradise](#) ("Lessee"), a body corporate and politic duly organized and existing under the laws of the [State of California](#) ("State");

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I
COVENANTS OF LESSEE**

Section 1.01. **Covenants of Lessee.** Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State of California with full power and authority to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel in the form attached hereto as Exhibit B.

(d) During the Lease Term, the Equipment will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions of Lessee consistent with the permissible scope of Lessee's authority.

(e) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

(f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Section 103 thereof, and the regulations of the Treasury Department there under, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of the Rental Payments.

(g) Lessee covenants and agrees that it will use the proceeds of the Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into, and that no part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Treasury Department there under proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Agreement.

ARTICLE II DEFINITIONS

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued there under and its predecessor.

"**Commencement Date**" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date first above written.

"**Equipment**" means the property described in Exhibit D and which is the subject of this Agreement.

"**Lease Term**" is defined in Section 4.01.

"**Purchase Price**" shall be equal to the sum of (a) the Prepayment Option Price, as shown on Exhibit E to be the applicable price after the last prior Rental Payment is and has been made, (b) provided that there is no Event of Default hereunder on any rental payment date by paying to Lessor the Rental Payment then due, together with the Purchase Option Price set forth in Exhibit E (c) any unpaid charges for or interest on late payments, and (d) any other amounts payable to Lessor hereunder as reimbursement or repayments for advances.

"**Rental Payments**" means the basic rental payments payable by Lessee pursuant to Exhibit E of this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. **Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

Section 4.01. **Lease Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and shall terminate **five (5) years and zero (0) months** from the Commencement Date.

Section 4.02. **Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, shall cause the Equipment to be delivered and installed at the location specified on Exhibit D to this Agreement and shall pay all delivery and installation costs, if any, in connection therewith. When the Equipment is delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate in the form attached hereto as Exhibit F.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. **Quiet Enjoyment.** Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment.

Section 5.02. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Location; Right of Inspection.** Once installed, the Equipment will not be moved from the location specified in Exhibit D to this Agreement without Lessor's consent, which shall not be unreasonable withheld. During the Lease Term, the Lessor and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Lessee for the Purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE LESSOR, THE LESSEE LEASES THE EQUIPMENT "AS IS". In no event shall the Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Lessee's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. **Rental Payments to Constitute a Current Expense of Lessee.** The Rental Payments and other amounts payable under this Agreement for each budget year of Lessee or portion thereof during the Lease Term shall constitute the rental for such budget year or portion thereof and shall be paid by Lessee for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Equipment by Lessee for and during such budget year or portion thereof. The parties hereto have agreed and determined that such total rental is not in excess of the total fair rental value of the Equipment. In making such determination, consideration has been given to the costs of the Equipment, the uses and purposes served by the Equipment, and the benefits therefrom that will accrue to the parties by reason of this Agreement and to the general public by reason of Lessee's use of the Equipment. Lessee hereby covenants to take such action as may be necessary to include all Rental Payments and other amounts due hereunder in its annual budget and to make the necessary appropriations for all such Rental Payments and other amounts, subject to Section 6.05. The covenants on the part of Lessee herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of Lessee to carry out and perform the covenants and agreements on the part of Lessee contained in this Agreement. The obligation of Lessee to make Rental Payments or other payments due hereunder does not constitute an obligation of Lessee for which the Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation. The obligation of Lessee to make Rental Payments or other payments hereunder does not constitute an indebtedness of Lessee, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6.02. **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in such amounts and on such dates as described in Exhibit E hereto; provided that, if the Equipment has not been accepted by Lessee, such Rental Payments shall be payable solely from amounts deposited with an escrow agent.

Section 6.03. **Interest and Principal Components.** A portion of each Rental Payment is paid as interest, and the balance of each Rental Payment is paid as principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. **Rental Payments to be Unconditional.** THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, EXCEPT AS PROVIDED IN SECTION 6.05.

Section 6.05. **Rental Abatement.** Except to the extent of (i) amounts held in an escrow, trust or agency account to make Rental Payments of (ii) amounts received in respect of rental interruption insurance or liquidated damages, Rental Payments due hereunder shall be abated during any period in which, by reason of material damage, destruction or condemnation, there is substantial interference with the use and right of possession by Lessee of the Equipment, or a material portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portions of the Equipment not damaged, destroyed or condemned. Such abatement shall continue for the period commencing with the date of such damage, destruction or condemnation and ending with the restoration of the affected Equipment to a condition which will permit the affected Equipment to be used substantially as intended. In the event of any such damage, destruction or condemnation, this Agreement shall continue in full force and effect, except as set forth in Section 11.01.

Section 6.06. **Triple Net Lease.** This Agreement is intended to be a triple net lease. Lessee agrees that the Rental Payments and other payments provided for herein shall be an absolute net return to Lessor free and clear of any expense, charges or set-offs whatsoever.

ARTICLE VII TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Lessee, subject to Lessor's rights under this Agreement; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession of the Equipment to Lessor upon (i) any termination of this Agreement without Lessee exercising its option to purchase pursuant to Section 11.01 or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sales, certificate of title or other instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 7.02. **Security Interest.** Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom.

Section 7.03. **Liens and Encumbrances to Title.** Lessee shall promptly discharge any mechanic's or material men's liens placed on the Equipment by any agent, contractor or supplier of the Lessee.

Section 7.04. **Personal Property.** THE EQUIPMENT IS AND WILL REMAIN PERSONAL PROPERTY AND WILL NOT BE DEEMED TO BE AFFIXED TO OR A PART OF THE REAL ESTATE ON WHICH IT MAY BE SITUATED, NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY BE OR HEREAFTER BECOME IN ANY MANNER PHYSICALLY AFFIXED OR ATTACHED TO REAL ESTATE OR ANY BUILDING THEREON. IF REQUESTED BY LESSOR, LESSEE WILL, AT LESSEE'S EXPENSE, FURNISH A WAIVER OF ANY INTEREST IN THE EQUIPMENT FROM ANY PARTY HAVING AN INTEREST IN ANY SUCH REAL ESTATE OR BUILDING.

ARTICLE VIII
MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. **Maintenance of Equipment by Lessee.** Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment with a company that specializes in maintaining facilities similar to the Equipment.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition and construction of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), government charges or utility charges and expenses, Lessee will pay all such taxes and charges as they come due.

Section 8.03. **Provisions Regarding Insurance.** At its own expense Lessee shall cause casualty, public liability and property damage, workers' compensation and rental interruption insurance to be carried and maintained (and evidenced by certificates delivered to Lessor throughout the Lease Term) in the amounts and for the coverage's set forth on Exhibit G, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

All such insurance shall be with insurers that are authorized to issue such insurance in the State of California, shall name Lessee and Lessor as insured's and shall contain a provision to the effect that such insurance shall not be canceled or modified materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear, and Lessee will, at its own expense, maintain rental interruption insurance to cover Lessor's loss, total or partial, of the use or possession of any part of the Equipment as a result of any hazard in an amount sufficient at all times to pay an amount not less than the Rental Payments payable by Lessee during a 24 month period. Such rental interruption insurance will be payable for a period adequate to cover the period of repair or reconstruction. Such insurance may be maintained in conjunction with or separate from any other similar insurance maintained by Lessee. All insurance proceeds will be payable to Lessor in amounts proportionate to the loss of use of the Equipment and will supplement Lessee's applicable Rental Payments, if any, during the restoration period in sufficient amount to make Lessor whole during the period of abatement. Lessee will not be permitted to self insure its obligation under this paragraph.

Section 8.04. **Advances.** In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall be repaid to Lessor, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Lessor, the Lessee shall not make any material alterations, modifications or attachments to the Equipment.

ARTICLE IX
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Lessee's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Lessee.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Lessee shall pay to Lessor the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X
TAX COVENANT

Section 10.01. **Tax Covenant.** It is the intention of the Lessee and the Lessor that the interest portion of the Rental Payments received by the Lessor be and remain exempt from federal income taxation. Lessee covenants that it will take any and all reasonable action necessary to maintain the excludability from federal income taxation of the interest portion of the Rental Payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Rental Payments, including (without limitation) leasing all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

ARTICLE XI OPTION TO PURCHASE

Section 11.01. **Purchase Rights.** Lessee shall be entitled to purchase the Equipment:

- (a) upon payment in full of all Rental Payments in accordance with Exhibit E hereof and all other amounts due hereunder; or
- (b) upon written notice delivered at least 30 days in advance of a proposed date for payment, and upon the payment on such date of the then applicable Purchase Price.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01. **Assignment or Sale by Lessor.**

(a) This Agreement, and the obligations of Lessee to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or sub assignees by Lessor. Upon any sale, disposition, assignment or reassignment, Lessee shall be provided with a duplicate original counterpart of the document by which the same is made. During the term of this Agreement, Lessee shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Lessor's breach of this Agreement) that Lessee may from time to time have against Lessor or Vendor. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Lessor or assignee to protect its interests in the Equipment and in this Agreement.

(c) Lessee hereby agrees that Lessor may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Rental Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 12.02. **No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof except those resulting from Lessor's intentional or negligent acts or omissions, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

(a) failure by the Lessee to pay any Rental Payment or other payment required to be paid hereunder when due for a period of 15 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 15-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(b) failure by the Lessee to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof for a period of 15 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 15-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

(c) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected: or

(d) initiation by the Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

Section 13.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Rental Payments from prior budget years.

(b) Without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United State as Lessor shall specify, and lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable each budget year for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder for the then current budget year, and (ii) the net proceeds of any such leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, removing, storing, reconditioning, leasing, or subleasing the Equipment and all brokerage, auctioneer's or attorney's fees).

(c) Terminating this Agreement, Lessor may enter the premises where the Equipment is located or retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor and sell the Equipment, continuing to hold Lessee liable each budget year for the Rental Payments for that budget year and other amounts payable by Lessee hereunder for the then current budget year, less the amortized portion of proceeds for the then current year. Said amortized portion of proceeds are the proceeds from the sale of the equipment less all expenses of Lessor in exercising its remedies under this Agreement (including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling and all brokerage, auctioneer's or attorney's fees) divided by the number of budget years remaining in the Agreement at the time of default. Should the proceeds less expenses of sale equal or exceed the remaining Rental Payments under the Agreement plus any outstanding and unpaid Rental Payments and other amounts payable by Lessee, then the Lessor will not have the election of this remedy.

(d) Lessor may take whatever action at law or in equity necessary or desirable to enforce its rights in the Equipment, including without limitation enforcing any remedy under Article 9 of the California Uniform Commercial Code; provided that such action shall not include acceleration of any Rental Payment to make such Rental Payment due prior to the budget year of Lessee in which it is due as described in Exhibit C.

Section 13.03. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 13.04. **Late Charge; Interest on Late Payment.** Any Rental Payment not paid on the due date thereof shall bear a late charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less than \$100.00. Any unpaid Rental Payment or other amount payable by Lessee to the Lessor hereunder, shall bear interest at the lesser of (a) the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum, or (b) the maximum rate allowed by law.

ARTICLE XIV MISCELLANEOUS

Section 14.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02. **Certificate as to Arbitrage.** Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The equipment has been ordered or is expected to be ordered within six months and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year from the date hereof.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
- (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Section 14.03. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.04. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.05. **Amendments.** All amendments hereto must be in writing.

Section 14.06. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 14.07. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.08. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.09. **Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee. No waiver, consent,

modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the «SpecifyEquipment_or_Project» leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

ARTICLE XV
DEFEASANCE

Section 15.01. **Defeasance.** The Lessee's obligation to pay the Purchase Price will be deemed to be paid and the Lessee's obligations under this Agreement will be discharged and satisfied upon the deposit by the Lessee with the Lessor of (a) moneys sufficient to pay the Purchase Price or (b) obligations that are directly insured or guaranteed by the United States or, with the prior written consent of the Lessor, any other obligations in which any sinking fund for bonds issued by the Lessee may legally be invested, the principal of and interest on which when due will provide sufficient moneys for such payment.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name, attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name, attested by its duly authorized officers. All of the above occurred as of the date first written on the heading hereof.

Lessor: Leasource Financial Services, Inc.

By: _____ President
Thomas L. Cadle Title

Lessee: [Town of Paradise](#)

By: _____
[Lauren Gill](#) [Town Manager](#)

EXHIBIT A

RESOLUTION OF GOVERNING BODY EXTRACT OF MINUTES

Lessee: Town of Paradise

Date of Agreement: _____, 2014

At a duly called meeting of the governing body of Lessee (as defined in the Agreement) held on the ____ day of _____, 2014 the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Municipal Lease Purchase Agreement (Abatement) presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Municipal Lease Purchase Agreement (Abatement) are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Municipal Lease Purchase Agreement (Abatement), the Escrow Agreement, the Agency Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Municipal Lease Purchase Agreement (Abatement).

By: _____
Lauren Gill Town Manager

Municipal Lease Purchase Agreement (Abatement)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Municipal Lease Purchase Agreement (Abatement) is the same as presented at said meeting of the governing body of Lessee.

Joanna Gutierrez Clerk

Seal: _____, 2014
Date

EXHIBIT B

OPINION OF LESSEE'S COUNSEL (Please furnish this form on Attorney's Letterhead)

Lessee: Town of Paradise

Date of Agreement: _____, 2014

Gentlemen:

As counsel for Town of Paradise ("Lessee"), I have examined duly executed originals of the Municipal Lease Purchase Agreement (Abatement), the Escrow Agreement, and the Agency Agreement (the "Agreements"), dated _____, 2014, between Lessee Leasource Financial Services, Inc. ("Lessor"), and based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the following opinions:

(1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of California, and is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 as amended;

(2) Lessee has the requisite power and authority to lease with an option to purchase the Equipment and to execute, deliver the Agreements and perform its obligations under the Agreements;

(3) The Agreements and the other documents either attached thereto or required therein have been duly authorized, approved and executed by an on behalf of Lessee and the Agreements are valid and binding obligations of Lessee enforceable in accordance with their terms;

(4) The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

(5) There is not proceeding pending or threatened in any court or before any governmental authority or arbitration board of tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreements or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

(6) Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Respectfully submitted,

Counsel

EXHIBIT C

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under that certain Municipal Lease Purchase Agreement (Abatement) dated _____, 2014 with Leasource Financial Services, Inc. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all authority necessary to execute and deliver this Certificate. The following officers of the Lessee are duly elected or appointed, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State:

By: _____
Lauren Gill Town Manager

B. ESSENTIAL USE:

1. The Equipment will be used by the following governmental agency department for the specific purpose of:

2. The Equipment is essential for the functioning of the Lessee and is immediately needed by the Lessee. Such need is neither temporary nor expected to diminish during the Lease Term. The Equipment is expected to be used by the Lessee for a period in excess of the Lease Term.

3. Funds are expected to come from the General Fund of the Lessee.

C. ARBITRAGE CERTIFICATIONS:

1. The estimated total costs of the Equipment will not be less than the total principal portion of the Rental Payments.

2. Lessee has entered, or reasonably expects to enter within six months of the date hereof, a contract or contracts for the acquisition of the Equipment that obligate payment by Lessee of not less than the lesser of \$100,000 or 2-1/2% of aggregate principal portion of Rental Payments.

3. The acquisition of the Equipment will proceed with due diligence to completion, which is expected on or about _____, 2014.

4. Except for the Escrow Fund established pursuant to the Escrow Agreement, Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

5. The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

6. To the best of our knowledge, information and belief, the above expectations are reasonable.

7. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

This Certificate is based upon facts, circumstances, estimates and expectations of the Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ____ day of _____, 2014.

WITNESS:

By: _____
Joanna Gutierrez Clerk

EXHIBIT D
DESCRIPTION OF THE EQUIPMENT

PW#5 - Snow Plow
Hardware/Radio/Sander
Virtualize Accela Hosts

Lessee: Town of Paradise

By: _____
Lauren Gill Town Manager

Date: _____, 2014

Exhibit E**AMORTIZATION SCHEDULE
(Schedule #1)**

Compound Period: Quarterly

Nominal Annual Rate: 3.612 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	09/15/2014	56,199.84	1		
2	Payment	12/15/2014	3,084.03	20	Quarterly	09/15/2019

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Purchase Option Price
Loan	09/15/2014				
1	12/15/2014	3,084.03	507.54	2,576.49	55,156.36
2	03/15/2015	3,084.03	484.27	2,599.76	52,410.16
3	06/15/2015	3,084.03	460.79	2,623.24	49,647.14
4	09/15/2015	3,084.03	437.10	2,646.93	46,867.20
5	12/15/2015	3,084.03	413.19	2,670.84	44,070.23
6	03/15/2016	3,084.03	389.07	2,694.96	41,256.13
7	06/15/2016	3,084.03	364.74	2,719.29	38,424.79
8	09/15/2016	3,084.03	340.18	2,743.85	35,576.11
9	12/15/2016	3,084.03	315.40	2,768.63	32,709.98
10	03/15/2017	3,084.03	290.40	2,793.63	29,826.30
11	06/15/2017	3,084.03	265.17	2,818.86	26,924.96
12	09/15/2017	3,084.03	239.71	2,844.32	24,005.85
13	12/15/2017	3,084.03	214.02	2,870.01	21,068.86
14	03/15/2018	3,084.03	188.11	2,895.92	18,113.88
15	06/15/2018	3,084.03	161.95	2,922.08	15,140.80
16	09/15/2018	3,084.03	135.56	2,948.47	12,149.51
17	12/15/2018	3,084.03	108.94	2,975.09	9,139.90
18	03/15/2019	3,084.03	82.07	3,001.96	6,111.85
19	06/15/2019	3,084.03	54.96	3,029.07	3,065.26
20	09/15/2019	3,084.03	27.59	3,056.44	0.00
Grand Totals		61,680.60	5,480.76	56,199.84	

Lessee [Town of Paradise](#)By: _____
Lauren Gill Town Manager

Date: _____, 2014

EXHIBIT F

ACCEPTANCE CERTIFICATE

To Lessor: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

In accordance with the terms of the Municipal Lease Purchase Agreement (Abatement) dated _____, 2014 (the "Lease") between Leasource Financial Services, Inc. ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and installed at the Equipment Location specified in Exhibit D - Description of the Equipment to the Lease and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Lessee: Town of Paradise

By: _____
Lauren Gill Town Manager

Date: _____, 2014

EXHIBIT G

INSURANCE COVERAGE REQUIREMENTS

To: Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630

From: [Town of Paradise](#)

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Article VIII, Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address telephone number and fax number)

to issue:

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Leasource Financial Services, Inc. as loss payee.
- b. Public Liability Insurance evidence by a Certificate of Insurance naming Leasource Financial Services, Inc. and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

- c. Workers' Compensation Insurance covering all of Lessee's employees working on, in, near or about the Equipment.
- d. ☒ Rental Interruption Insurance in an amount equal to at least two years' Rental Payments naming WestAmerica Bank as loss payee and/or its assigns as an Additional Insured. WestAmerica Banks address is 4550 Mangels Blvd MAC A-1B Fairfield, CA 94534-4082.

OR

2. Pursuant to Article VIII, Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
3. Proof of insurance coverage will be provided prior to the time that the equipment is delivered to us.

Lessee: [Town of Paradise](#)

By: _____
[Lauren Gill](#) [Town Manager](#)

Dated: _____, 2014

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of this _____ day of _____, 2014, by and among **WestAmerica Bank** (the "**Custodian**"), **Leasource Financial Services, Inc.** (the "**Lessor**"), duly organized and existing under the laws of the State of California, and **Town of Paradise** (the "**Lessee**"), a subdivision of the State of California.

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1 - RECITALS

Section 1.01. Lessor and Lessee have entered into a Master Equipment Lease/Purchase Agreement dated as of _____, 2014 a duplicate original of which has been furnished to the Custodian, whereby Lessor has agreed to lease and sell certain personal property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease. This Agreement is not intended to alter or change the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement, but not defined herein, shall have the meaning given to them in the Lease.

Section 1.03. Under the Lease, within 10 days after the execution of the Lease and this Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Custodian is required to deposit the sum of **\$56,199.84**, which is required to be credited to the Equipment Acquisition Fund, established in Article 2 hereof, and used to pay the Equipment Cost of the items of Equipment, and, to the extent not needed for this purpose, to pay or prepay Principal coming due under the Lease; all as herein provided.

Section 1.04. Under the Lease, either Lessor or Lessee will cause each item of Equipment to be ordered from the Contractor thereof. The Equipment Cost to be paid to the Contractor supplying the item of Equipment shall be paid solely from the amount deposited by the Custodian as described in this Article, Section 1.03 hereof, in accordance with this Agreement.

Section 1.05. Subject to such control by Lessee as is provided for herein, Lessor and Lessee agree to employ the Custodian as described in this Article, Section 1.03, all as hereinafter provided, however, the Custodian shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Contractor with respect thereto or under the Lease by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

ARTICLE 2 - EQUIPMENT ACQUISITION FUND

Section 2.01. The Custodian shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Fund"), and shall keep such Fund separate and apart from all other funds and moneys held by it, and shall administer such Fund as provided in this Agreement.

Section 2.02. All moneys paid to the Custodian by Lessor pursuant to Article 1, Section 1.03 of this Agreement, shall be credited to the Fund. The Custodian shall use the moneys in the Fund to pay the Equipment Cost of each item of the Equipment subject to the Lease, upon receipt of a Payment Request Form, attached hereto, known as EXHIBIT A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Within 10 days after receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Equipment Cost as shown therein shall be paid directly to the person or entity entitled to payment as specified therein within 10 days after receipt by Custodian.

Section 2.03. Lessee shall furnish to the Custodian as soon as available, a copy of the Purchase Order for all Equipment ordered pursuant to the Lease, showing the Equipment Cost and the estimated delivery date. Attached hereto, known as EXHIBIT C, is a schedule of the Equipment, showing the items, dollar amount, contract or purchase order references, and partial advance payments made by the Lessee. Upon receipt of the funds from Lessor, Custodian is authorized and instructed to disburse to Lessee the amount shown under Item 10 on EXHIBIT C. After all items shown on EXHIBIT C have been purchased, any remaining balance of principle and/or accrued interest shall be disbursed to Lessee.

Section 2.04. The Custodian shall only be responsible for the safekeeping and investment of the moneys held in the Fund, and the disbursement thereof in accordance with the Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Fund to make payments herein required.

Section 2.05. Lessee's Payment Request Forms, identified in Section 2.02 above, shall bear the signature of **Lauren Gill** as shown on the signature page attached hereto.

ARTICLE 3 - MONEYS IN EQUIPMENT ACQUISITION FUND; INVESTMENT

Section 3.01. The moneys and investments held by the Custodian under this Agreement, are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy, attachment, or lien by or for the benefit of any creditor of either Lessee or Lessor.

Section 3.02. Moneys held by the Custodian hereunder shall be invested by the Custodian at the then prevailing rates offered by the custodian for its money market savings demand deposit account product. Such funds shall be held in the name of the escrow account and held by the custodian. Interest thereon shall accrue to the Escrow Account. With the approval of Lessee, the Custodian may purchase or sell to itself, or any affiliate as principal or agent, investments

authorized by this Article. Such investments and reinvestments shall be made giving full consideration for the time at which funds are required to be available.

Section 3.03. The Custodian shall furnish to Lessee and Lessor, an accounting of all investments, interest, and income therefrom. Such accounting shall be furnished no less frequently than every month, and upon request of Lessor or Lessee. The Custodian shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it, in accordance with this Article.

ARTICLE 4 - CUSTODIAN'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Custodian may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or the validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Unless the Custodian is guilty of negligence or misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits, or proceedings at law or in equity, or any other expense, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this Agreement; and in connection therewith, to indemnify the Custodian against any and all expenses, including reasonable attorney's fees and the cost of defending any action, suit, or proceeding, or resist any claim. The Custodian shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorney's fees, court costs, any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Custodian by reason of disputes arising between Lessee and Lessor as to the correct interpretation of the Lease or this Agreement and instruction given to the Custodian hereunder, or otherwise, with the right of the Custodian, regardless of the instructions aforesaid, to hold the said property, until and unless, said additional expenses, fees, and charges shall be fully paid.

Section 4.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be indemnified to all costs, including reasonable attorney's fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in such action is received.

Section 4.04. The Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or misconduct.

ARTICLE 5 - CUSTODIAN'S COMPENSATION

Lessee hereby agrees to pay the Custodian **\$100.00** as compensation for the services to be rendered hereunder, and will pay and/or reimburse the Custodian upon request for all expenses, disbursements, and advances, including reasonable attorney's fees, incurred or made by it in connection with carrying out its duties hereunder. The Custodian's fee shall be payable upon execution of this Agreement.

ARTICLE 6 - CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States, or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Custodian under this Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Custodian agrees to assign to such substitute Custodian its rights under this Agreement.

Section 6.02. The Custodian or any successor may at any time resign, by giving mailed notice to Lessee and Lessor, of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Custodian shall have been or are approved by Lessee and Lessor.

Section 6.03. The Custodian may appoint an agent to exercise any of the powers, rights, or remedies granted to the Custodian under this Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

ARTICLE 7 - ADMINISTRATIVE PROVISIONS

Section 7.01. The Custodian shall keep complete and accurate records of all moneys received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

Section 7.02. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto, at its address set forth in the attached EXHIBIT B, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of **California**.

Section 7.04. Any provisions of this Agreement found to be prohibited by law, shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under the

Lease, and any payments due to Lessor hereunder from the Lessee after the date when a duplicate original of such assignment is filed with the Custodian.

Section 7.06. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 7.07. This Agreement shall terminate upon disbursement by the Custodian of all moneys held by it hereunder.

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

Lessor: Leasource Financial Services, Inc.

By: _____
Thomas L. Cadle, Principal

Custodian: **WestAmerica Bank**

By: _____

Name: _____

Title: _____

Lessee: **Town of Paradise**

By: _____
Lauren Gill Town Manager

**ADDENDUM FOR ESCROW FUNDING
TO
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT**

This Addendum to Master Equipment Lease/Purchase Agreement (the "Addendum"), dated as of _____, **2014**, is made and entered into by and between **Leasource Financial Services, Inc.** (the "**Lessor**"), and **Town of Paradise** (the "**Lessee**").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a Master Equipment Lease/Purchase Agreement dated _____, **2014**, herewith (the "Lease"), whereby Lessor has agreed to acquire, lease, and sell to Lessee certain items of Equipment; and

WHEREAS, in order to assure the availability of moneys to pay the cost of the Equipment and facilitate the acquisition of the Equipment, Lessee has requested Custodian to deposit in escrow the amount needed for this purpose and to enter into a Escrow Agreement, and Lessor is willing to do so.

NOW, THEREFORE, in consideration of the execution of the Lease by each of the parties and the mutual covenants hereinafter set forth, the parties hereto recite and agree as follows:

1. This Addendum shall comprise part of the Lease, and all terms capitalized but not defined herein shall have the meanings given to them in the Lease.
2. Lessor, Lessee, and Custodian shall enter into a Escrow Agreement in the form attached hereto.
3. Within ten (10) days after the execution of the Lease and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Custodian shall deposit, or cause to be deposited, for credit to the Equipment Acquisition Fund, the sum of **\$56,199.84**, which shall be held, invested, and disbursed in accordance with the Escrow Agreement.
4. The amount so deposited shall, prior to utilization for purchase of the Equipment, which the parties anticipate will be completed prior to the end of Lessee's fiscal year (June 30), constitute a loan from Lessor to Lessee, which shall be repaid to Lessor as part of the Rental Payments due under the Lease.

IN WITNESS WHEREOF, the parties by the duly authorized officers have executed this Addendum in supplement of the Lease pursuant to Article III, Section 3.1 thereof as of the day and year first written above.

Lessee: **Town of Paradise**

By: _____
Lauren Gill **Town Manager**

Lessor: **Leasource Financial Services, Inc.**

By: _____
Thomas L. Cadle, Principal

ARBITRAGE AND TAX CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified **Town Manager** of **Town of Paradise** (the "**Lessee**"), and that in my official capacity as such officer, I am responsible for executing and delivering on behalf of Lessee the **Master Equipment Lease/Purchase Agreement**, dated as of _____, **2014** (the "**Lease**"), by and between Lessee and **Leasource Financial Services, Inc.** (the "**Lessor**"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and Treasury Regulations, Sections 1.103-14 and 1.103-15 (the "**Regulations**"). The following facts, estimates, and circumstances are in existence on the date of this Certificate, or are reasonably expected to occur hereafter.

1. The Lease provides for the lease of certain Equipment described in the Equipment Schedules thereto (the "**Equipment**") by Lessor to Lessee and the lease of the Equipment by Lessee from Lessor. Pursuant to the Lease, Lessee is required to make Rental Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts set forth in applicable Equipment Schedules to the Lease.

2. Pursuant to the Lease, and for the purpose of meeting its obligations under the Lease and assuring Lessee of the availability of moneys needed to pay the cost of the Equipment when due, Lessee, Lessor and WestAmerica Bank (the "**Escrow Agent**"), have executed a Escrow Agreement dated as of _____, **2014** (the "**Escrow Agreement**").

3. The ESCROW Agreement provides that Escrow Agent shall deposit **\$56,199.84** into escrow, to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and held, invested, and disbursed with respect to the Equipment as provided therein. Interest earnings on amounts held in escrow shall be paid to Lessee.

4. The Equipment will be acquired and installed with due diligence, and the Equipment will be acquired and installed at **5555 Skyway, Paradise, CA 95969** on or before _____, **2014**.

5. All of the spendable proceeds of the Lease will be expended on the Equipment, and related expenses within three years from the date of execution and Escrow Agreement.

6. The original proceeds of the Lease, and the interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

7. The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

8. No sinking fund is expected to be created by Lessee with respect to the Lease and the Rental Payments.

9. Lessee hereby covenants to comply with all requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America. It is expected that all

gross proceeds of the Lease will be expended on the Equipment no later than the day which is six months after the date of issuance of the Lease.

10. To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations.

11. Lessee has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

WITNESS my hand this _____ day of _____, **2014**.

Lessee: **Town of Paradise**

By: _____

Name: **Lauren Gill**

Title: **Town Manager**

EXHIBIT A

PAYMENT REQUEST FORM NO. _____

WestAmerica Bank (the "**Custodian**"), under the Escrow Agreement dated this _____ day of _____, **2014**, and **Town of Paradise** (the "**Lessee**"), is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms, or corporations designated below as Payee, the amount set forth opposite each such name, in payment of the Equipment Cost (as defined in said Escrow Agreement) of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in **EXHIBIT A** of the Master Lease/Purchase Agreement described in the Escrow Agreement.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
---------------------	----------------------	-------------------------

The undersigned hereby certifies that attached is a duplicate, original, or certified copy of the following documents relating to the order, delivery, and acceptance of the Equipment described in this Payment Request Form: **(1)** an Equipment Purchase Order form; **(2)** a manufacturer's or dealer's invoice; and **(3)** Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the ESCROW Agreement; provided that if the payment is a Progress Payment, no separate acceptance certificate shall be required, and if the payment is for less than all of the Equipment on the Equipment Schedule, and is not the final payment with respect to Equipment covered by the Equipment Schedule, Lessee shall only be required to furnish an acceptance certificate in the form attached hereto as **EXHIBIT 1**.

Dated: _____, **2014**

Lessee: **Town of Paradise**

By: _____
Lauren Gill **Town Manger**

Lessor: **Leasource Financial Services, Inc.**

By: _____
Thomas L. Cadle, Principal

EXHIBIT B

(Address to which Written Notices are to be mailed)

If to ESCROW Agent:

WestAmerica Bank
Attention: **Ester Emory**
Fax: **707-863-6512**

If to Lessor:

Leasource Financial Services, Inc.
1000 River Rock Drive, Suite 218
Folsom, CA 95630-2093

Attention: Tom Cadle, CLP

Telephone: (800) 991-0099

If to Lessee:

Town of Paradise
Attention: **Gina Will or Laren Gill**
Telephone: **530-876-8962**

EXHIBIT C

(Schedule of Equipment)

ITEM #	VENDOR/	CONTRACT/	CONTRACT	AMOUNT
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
3.	_____	_____	_____	\$ _____
4.	_____	_____	_____	\$ _____

EXHIBIT 1

(Certificate of Acceptance for partial Equipment Deliveries)

I, the undersigned, hereby certify that I am the duly qualified **Town of Paradise** (the "**Lessee**"), and, with respect to the Master Equipment Lease/Purchase Agreement (the "**Lease**"), dated _____, **2014**, by and between Lessee and **Leasource Financial Services, Inc.** (the "**Lessor**"), that the Equipment described on the attached **Payment Request Form Number** _____ comprises a portion of the Equipment described in the Lease, and has been delivered to, tested, or inspected by, and accepted by Lessee.

Dated: _____, **2014**

Lessee: **Town of Paradise**

By: _____
Lauren Gill **Town Manager**

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority

Check box if **Amended Return** ►

1 Issuer's name	2 Issuer's employer identification number
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite
4 City, town, or post office, state, and ZIP code	5 Report number (For IRS Use Only) 5
6 Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative ()

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐.

8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	►
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	►
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative	Date	Type or print name and title
Preparer's signature	Date	Check if self-employed <input type="checkbox"/> Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ()

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.

Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement of receipt of this return by the IRS you must provide the following information:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½ % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 m
Preparing the form 2 hr., 22 m
Copying, assembling, and sending the form to the IRS 2 hr., 34 m

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page

Leasource Financial Services, Inc.

1000 River Rock Dr., Suite 218

Folsom, CA 95630

(800) 991-0099 voice (800) 988-3931 fax

Invoice No. 14-1041 & 1042

INVOICE**Customer**Name Town of Paradise - Lauren GillAddress 5555 SkywayCity Paradise State CA ZIP 95969Phone 530-876-8962Date 8/28/2014

Order No. _____

Rep _____

FOB _____

Qty	Description	Unit Price	TOTAL
2	Escrow Fee for both the 4 & 5 year lease	\$100.00	\$200.00
	Please make check payable to: WestAmerica Bank 4550 Mangels Blvd MAC A-1B Fairfield, CA 94534-4082		

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name _____

CC # _____

Expires _____

SubTotal	\$200.00
Shipping & Handling	\$0.00
Taxes	State
TOTAL	\$200.00

Office Use Only

Thank You!**Leasource Financial Services, Inc.**



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 3(f)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Quarterly Investment Report

Council Action Requested:

1. Review and file the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2014; or,

Alternatives:

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

Background:

Attached is a report on the Town's cash and investments for the quarter ended June 30, 2014.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized and after reserve requirements, provide an earnings credit rate of 0.50% up to the amount of monthly fees. As the earnings credit rate is currently higher than the yield provided by LAIF, staff is currently maximizing the earnings potential in this account.

The Town uses the State of California managed Local Agency Investment Fund (LAIF) for investment of cash in excess of immediately needed operating capital. With same day liquidity and comparable yields, LAIF is currently the best investment option for the Town. Funds are able to be transferred electronically through phone authorization between LAIF and the Town checking account. The Town will continue to research other investment options that match LAIF's liquidity and security in order to improve investment yield.

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

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of June 30, 2014, there were no unspent escrow funds.

Discussion

The increased cash balance as of June 30, 2014 is a result of management holding very tight reins on the budget in 2013/14 and in some cases increasing reserves in some funds. This places the Town in a slightly better cash position going into fiscal year 2014/15. Also, the CAL FIRE contract improves cash flow and availability as payments are processed quarterly instead of monthly for fire related expenses. The Town paid back its \$3 million TRAN as of May 30, 2014 and has ensured that there are sufficient funds available to meet all obligations going into the new fiscal year. Staff is proposing a \$2.7 million dollar TRAN for the 2014/15 fiscal which will be discussed more in a separate agenda summary.

The GASB 45 trust investment managed by SISC experienced a 3.91% return on investment during the 4th quarter of 2013/14. Staff remains cautiously optimistic and expects that in the short term the yield will remain relatively low. Markets remain volatile domestically. The economy is picking up but interest rates remain historically low. Globally investors continue to worry about weak world markets. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

In October 2013, the Town Treasurer directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Pension Obligation Bond, the Paradise Redevelopment 2006 Note, and the Paradise Redevelopment 2009 Bond in accordance with the Town's investment policy. The reserve funds had been yielding less than 0.01% in mutual funds. The reserve funds are now invested in CD's which will yield between 0.25% and 0.40% over six to seven months. While these investments and balances are not part of the Town's idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Fiscal Impact Analysis:

Isolating the gain from the GASB 45 trust, the Town earned \$3,358.57 for the quarter ended June 30, 2014. That is compared to \$2,954.43 for the quarter ended June 30, 2013. The yield is less than one basis point higher, but higher investment balances were available. Fiscal year to date and isolating the gain from the GASB 45 trust, the Town earned \$9,840.23 for 2013/14 and \$9,963.08 for 2012/13.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended June 30, 2014

<u>Investment</u>	<u>Type</u>	<u>For Quarter Ended June 30, 2014</u>			<u>For Quarter Ended June 30, 2013</u>			<u>Net Change</u>
		<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	
US Bank	Checking	0.50%	1,198,898.02	1,198,898.02	0.50%	154,978.87	154,978.87	1,043,919.15
Local Agency Investment Fund (LAIF)	Savings	0.23%	2,755,797.69	2,756,620.98	0.25%	2,625,699.42	2,626,416.78	130,098.27
SISC GASB 45 Trust B	Various	3.91%	65,992.70	65,992.70	0.49%	56,110.34	56,110.34	9,882.36
Fiscal Agents & Petty Cash	Other		1,950.00	1,950.00	0.07%	53,639.99	53,639.99	(51,689.99)
	Totals		4,022,638.41	4,023,461.70		2,890,428.62	2,891,145.98	1,132,209.79
Total Quarterly Earnings on accrual basis			5,841.03		3,229.99			
Total Annual Earnings (July 1st - June 30th)			19,843.53		16,692.94			

* Market Value determined by LAIF

Reserve Funds Invested

Pension Obligation Bond	\$	865,000.00
Paradise RDA Note 2006	\$	16,000.00
Paradise RDA Bond 2009	\$	340,000.00
	\$	<u>1,221,000.00</u>

<u>Issuer</u>	<u>FDIC Number</u>	<u>Yield</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Type</u>	<u>Investment</u>	<u>Earnings</u>
Bank of Baroda	33681	0.400%	10/28/13	04/28/14	CD	249,000.00	498.00
Bank of Hapoalim	33686	0.300%	10/23/13	04/23/14	CD	249,000.00	373.50
Bank of India	33648	0.400%	10/24/13	04/23/14	CD	249,000.00	498.00
Beal Bank	57833	0.300%	10/30/13	04/30/14	CD	249,000.00	373.50
Citibank National Assoc	7213	0.250%	10/25/13	05/27/14	CD	225,000.00	328.13
						<u>1,221,000.00</u>	<u>2,071.13</u>

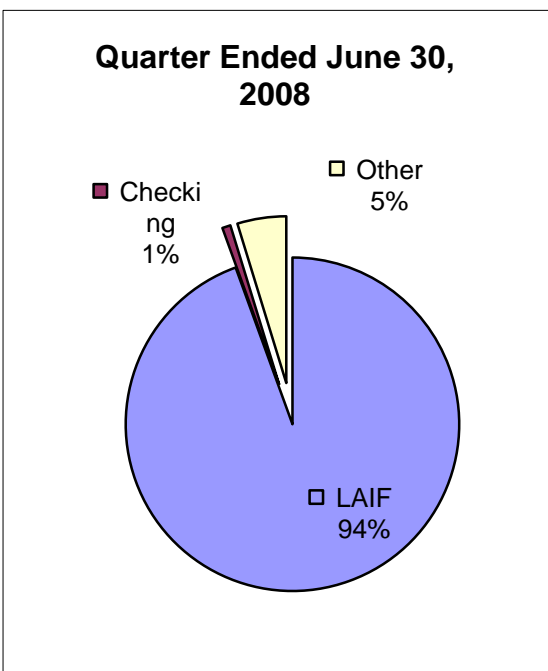
In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

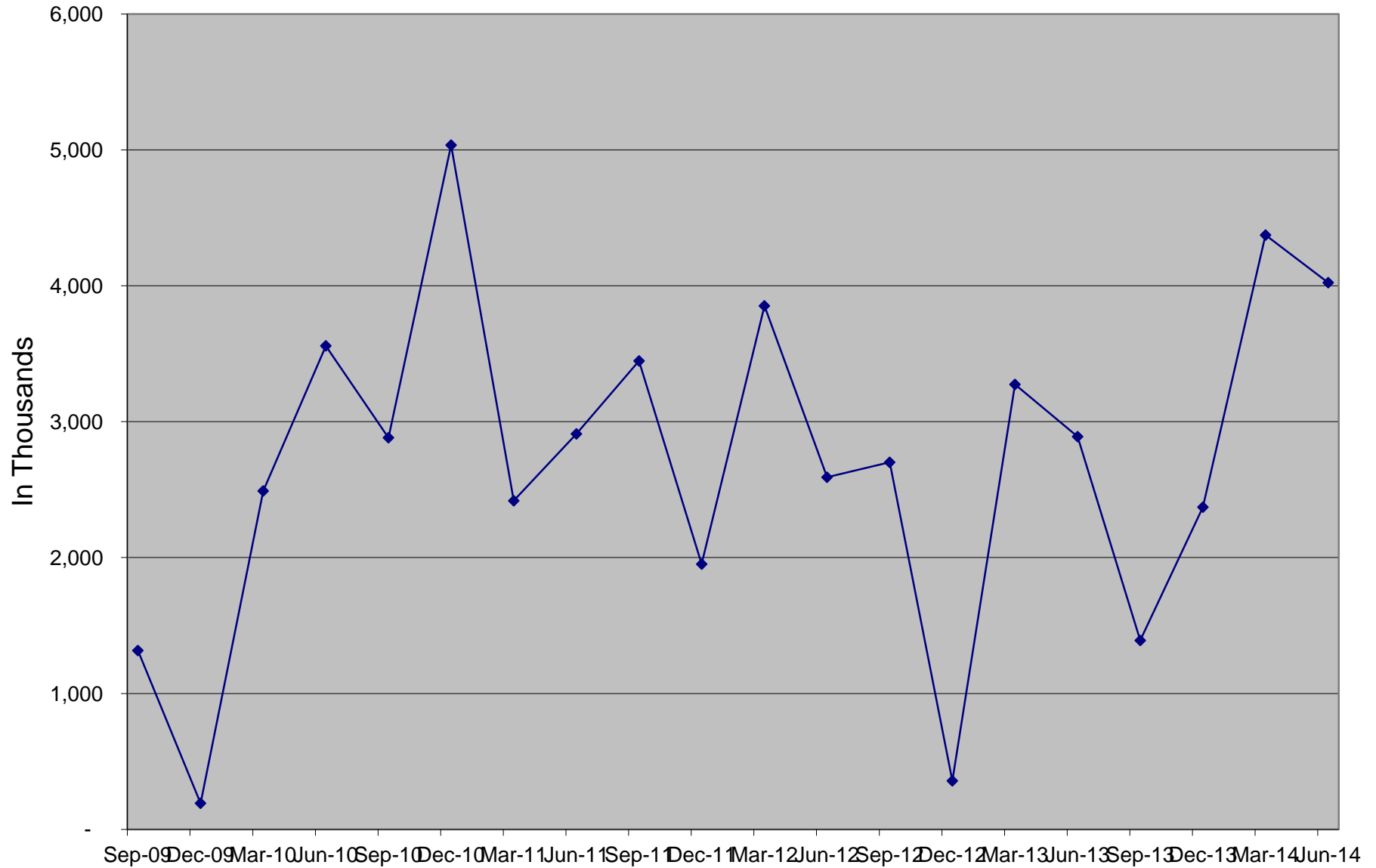
Respectfully submitted,

Gina S. Will
 Finance Director/Town Treasurer

LAIF	2,325,987.96
Checking	19,698.61
Other	116,640.18

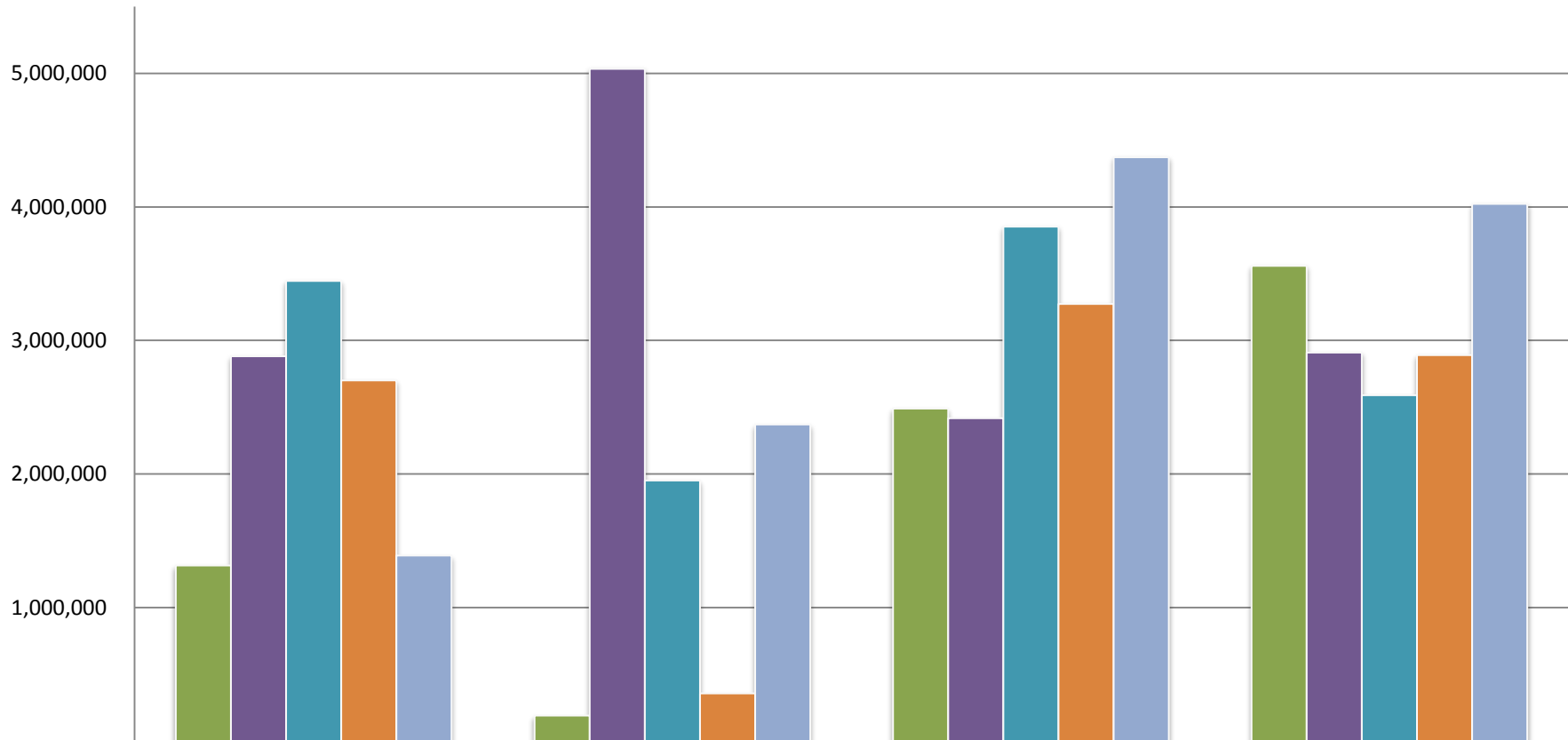


**Town of Paradise
Investment Balances
September 2009 - June 2014**



	Sep-09	Dec-09	Mar-10	Jun-10	Sep-10	Dec-10	Mar-11	Jun-11	Sep-11	Dec-11	Mar-12	Jun-12	Sep-12	Dec-12	Mar-13	Jun-13	Sep-13	Dec-13	Mar-14	Jun-14
Series1	1,316	192	2,490	3,558	2,882	5,035	2,418	2,910	3,447	1,952	3,852	2,591	2,701	357	3,274	2,890	1,390	2,371	4,373	4,023

Town of Paradise Investment Balances 2009/10 - 2013/14



	Sept. 30th	Dec. 31st	March 31st	June 30th
■ 2009/10	1,315,739	191,774	2,489,668	3,558,461
■ 2010/11	2,881,720	5,034,579	2,417,553	2,910,472
■ 2011/12	3,446,611	1,952,141	3,852,176	2,591,170
■ 2012/13	2,701,104	357,101	3,274,156	2,890,429
■ 2013/14	1,389,733	2,370,880	4,372,599	4,022,638



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 3g

Originated by: Lauren Gill, Town Manager

Subject: Proposed Lease of Fire Station #83 to Butte County EMS, LLC

Council Action Requested: (1) Authorize the lease of the Town of Paradise Fire Station #83 located on Wagstaff Road to Butte County EMS, LLC; and, (2) Direct the Town Manager and Mayor to execute a lease as approved by the Town Attorney for the facility.

Background: Butte County EMS, LLC, is interested in leasing Fire Station 83 to provide emergency medical services by ambulance personnel. Fire Station 83 is not currently in use as Cal Fire is located at Station 35.

Discussion: Fire Chief David Hawks has been in discussion with Butte County EMS Division Chief Jim Clark regarding the details of a lease arrangement. Town Attorney Dwight Moore has been consulted and is finalizing the details of the written lease.

The terms within the lease include but are not limited to the following:

- Tenant shall pay a pre-determined lease rate of \$1,500 per month
- Tenant shall provide gas and electricity to the premises
- Tenant shall provide liability insurance
- Tenant shall indemnify Landlord for injury or damage to any person or property, except from damage results from acts or omission of Landlord
- Tenant shall use premises solely for the purpose of providing emergency services
- Tenant shall not alter the premises without the prior written consent of Landlord

- Landlord shall provide for solid waste collection and water service to the premises
- Landlord shall perform normal repairs and maintenance

Fiscal Impact Analysis: Approval of the lease of the facilities will increase revenue to the General Fund.



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 3(h)

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Lauren Gill, Town Manager
Subject: Town of Paradise 415 Cellular Phone Policy

Council Action Requested:

Approve the Town of Paradise Cellular Phone Policy 415; or

Alternatives:

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

Background:

The usage of cellular phones has increased and has become an important tool for Town employees as they perform various municipal services. The Town's last financial statement and internal control audit contained a recommendation to adopt a cellular phone policy to address the cost containment and risk management concerns that are inherent in employees using cellular phones for business purposes.

The attached Cellular Phone Policy 415 addresses the following topics:

1. Driving with Cellular Phones or Similar Devices
2. Guideline for Cellular Use
3. Cellular Phone Issuance

Fiscal Impact Analysis:

Approval of the proposed policy adds no additional costs to the 2014/15 budget, but potentially reduces liability and costs related to improper usage of cellular devices.

Town of Paradise



415

Cellular Phone Policy

Approved by Town Council
September 9, 2014

I. Table of Contents

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III. Driving with Cellular Phone	2
IV. Guidelines for Cellular Use on Town Issued Cell Phones.....	3
V. Cellular Phone Issuance	3
VI. Cellular Phone Usage Stipend Agreement.....	4

II. Overview

This cellular phone policy intends to address the issue of safety relating to all cellular phone use as it relates to driving, guidelines for use on Town issued cell phones, as well as the issuance of Town cell phones.

III. Driving with Cellular Phone

Employees driving Town vehicles are prohibited from using any cellular phone, hands on or hands –free, while driving whether the business conducted is personal or Town related. This prohibition includes answering or placing calls, text messaging, surfing the Internet, reviewing or responding to email, checking for phone messages, or any other purpose related to your employment, the Town, its customers, its vendors, volunteer activities, meeting, or civic responsibilities performed for or attended on behalf of the Town; or any other Town or personally related activities not named here. The only exceptions are:

- A. An emergency services professional using a cellular telephone while operating an authorized emergency vehicle, as defined in Vehicle Code Section 165, in the course and scope of his or her duties.
- B. A voice-operated global positioning or navigation system that is affixed to the vehicle and that allows the user to send or receive messages without diverting visual attention from the road or engaging the use of either hand; or
- C. An employee using a cellular telephone for emergency purposes, including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency.

Under no circumstances are employees allowed to place themselves or others at risk to fulfill Town business.

Employees who are charged with traffic violations resulting from the use of their cellular phone while driving will be solely responsible for all liabilities that result from such actions.

IV. Guidelines for Cellular Use on Town Issued Cell Phones

The Town audits all Town-provided cellular phone services (voice minutes used, text messages sent/received, and data service use) which include a review of the monthly billing by the individual's supervisor. Making and receiving personal calls on Town issued cellular phones shall be limited. Use of cellular telephones for personal reasons shall not result in additional costs to the Town and shall not interfere with performance of official duties or normal business operations. Employees are trusted to exercise good judgment in both the duration and frequency of such calls. Further, personal calls made or received on a cellular phone that incur additional costs to the Town must be reimbursed by the employee. Town-owned cellular phones and services are provided to employees for the conduct of Town business. Employees must reimburse the Town for personal usage that incurs additional costs to the Town within 30 days after a detail of usage report is available for review.

V. Cellular Phone Issuance

Town positions for which a cellular phone has been deemed a necessary tool to complete job functions timely and efficiently will be provided a town-issued cellular phone. The cellular phone and usage will be paid by the Town of Paradise.

Alternatively, as a personal preference and in consideration of convenience to use one's own personal phone for work, an individual employee may submit a request to the Town Manager for determination of whether a monthly cellular phone usage stipend in-lieu of a Town issued cellular phone is approved. A review of the cost impact of a transfer from Town-issued to stipend will be undertaken to determine suitability and subsequent effective date. If approved, the Town shall provide a \$35 per month stipend for employees that require a basic cellular phone for work purposes or a \$75 per month stipend for employees that require the functions of a smartphone to complete their work assignments. If special functions or equipment is needed for job functions, the Town Manager has the discretion to amend the stipend amount.

Employees granted a stipend shall select and maintain a cellular phone, carrier, plan and functions that provide adequate coverage for Town business purposes. Cellular phone and accessory replacement, for whatever the reason, including age, breakage or theft is the responsibility of the employee. The stipend will be paid through Town payroll in 24 equal installments per year. The stipend is taxable but not eligible for pension contributions. This arrangement is revocable at the discretion of the Town Manager.

VI. Cellular Phone Usage Stipend Agreement

I agree to adhere to the conditions set forth in this policy. Should this policy be revoked or reconsidered, the Town will continue stipends until the employee's cellular phone plan contract has expired, but not longer than 12 months. I understand that if I fail to abide by the conditions of this policy the arrangement may be revoked by the Town Manager at anytime, but I will receive 30 days notice before the stipend is terminated. Upon retirement from or termination of Town employment, I understand the stipend will terminate the month my employment ends. Should I choose to terminate this arrangement, I will also provide 30 days notice.

Stipend Amount: _____

Agreed By

Approved By

Print Name

Print Name

Signature

Signature

Print Title

Town Manager

Dated

Dated



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 3(i)

Originated by: Curtis Lawrie, Cal Fire Battalion Chief
Gina Will, Finance Director / Town Treasurer
Crystal Peters, Human Resources & Risk Manager

Reviewed by: Lauren Gill, Town Manager

Subject: Volunteer Firefighter Program

Council Action Requested:

Adoption of the Butte County Fire Department Volunteer Firefighter Standard Operating Procedures as established and maintained by the Butte County Fire Department with certain amendments as outlined in Resolution No. 14-__.

Alternatives:

Leave the Paradise Fire Department Procedural Directive 6.3 – Volunteer Firefighter Program in place which could give rise to confusion about the program, and its requirements and benefits.

Background:

The most recent Council approved Paradise Fire Department Volunteer Fire Fighter Program is outlined in Directives 6.3. Said Directive, while updated in 2012 is outdated and inaccurate since the Cal Fire Personnel Services Contract is now fully implemented. With complete integration of paid personnel, it is important to give uniformity across the entire Butte County Cal Fire Unit. The reality is that Town of Paradise Volunteer Firefighters presently train and operate within Butte County's command structure, parameters and framework. Adoption of this recommended policy will formalize that commonality thereby allowing operational and training efficiency, standardized personnel administration and ultimately achieving cost effectiveness and containment.

Discussion:

Town Staff and Cal Fire Staff met with the leadership of the Paradise Volunteer Firefighters and reviewed every aspect of this recommended policy in order to understand operational and fiscal impacts. Collectively the recommended changes and clarifications are outlined in the attached Resolution. These "exceptions" address differences required in the Program to fit the specific needs of the Town of Paradise while maintaining the integrity of the Butte County Fire Department Volunteer Firefighter Standard Operating Procedures and allowing the Town of Paradise volunteers to

operate effectively within the overall structure. The proposed program is much more inclusive and outlines expectations of volunteers, training requirements, performance management and operations procedures.

Conclusion:

Paradise Fire & Rescue is a combination paid and volunteer department. Our volunteers are critical to the strength and success of the department and the service they provide to the community. This vital component to the department consisted of thirty (30) volunteers in 2006 and a mere eleven (11) active today. In anticipation of recruiting new volunteers, clear, concise and current information outlining the program and its requirements are needed and outlined thoroughly in the Butte County Fire Department Volunteer Firefighter Standard Operating Procedures.

Fiscal Impact Analysis:

There are no long term fiscal implications or obligations created by adopting this policy.

Annually, the reimbursement provided to volunteer's under the recommended policy is very similar to the current policy as compared below and is expected to result in similar expenses:

	Butte County Volunteer Firefighter Operating Procedures	Paradise Fire Department Procedural Directive 6.3 – Volunteer Firefighter Program
Per occurrence or incident	\$7.50	\$7.00
Authorized training (per ½ day)	\$9.00	\$10.00

Attachments:

- Paradise Fire Department Procedural Directive Volunteer Firefighter Program No.6.3
- Resolution 14- ____, a Resolution adopting the Butte County Fire Department Volunteer Firefighters Standard Operating Procedures for the Town of Paradise Volunteer Firefighter Program with Amendments and Additions
- Butte County Fire Department Volunteer Firefighter Standard Operating Procedures

TOWN OF PARADISE
Resolution No. 14- ____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE ADOPTION OF THE BUTTE COUNTY FIRE DEPARTMENT
VOLUNTEER FIREFIGHTER STANDARD OPERATING PROCEDURES FOR THE
TOWN OF PARADISE VOLUNTEER FIREFIGHTER PROGRAM WITH
AMMENDMENTS AND ADDITIONS**

WHEREAS, the purpose of the Town of Paradise Volunteer Firefighter Program is to provide a cost effective program of emergency response resource to augment career fire staff for emergency and non-emergency events as deemed necessary for appropriate emergency responses. The Town of Paradise is a combination department with full-time CAL FIRE firefighters and Town recruited citizen volunteer firefighters; and

WHEREAS, the Town of Paradise Volunteer Firefighter Program sets forth in detail the minimum requirements, appointment procedures, training standards, response standards, reimbursement and benefit structure; and

WHEREAS, the Town Council hereby finds that the public health, safety and welfare will be best protected and served by the adoption of the 2013 Butte County Fire Department Volunteer Firefighter Standard Operating Procedures as established and maintained by the Butte County Fire Department with certain amendments.

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

Section 1. That the Butte County Fire Department Volunteer Firefighter Standard Operating Procedures attached to this resolution are approved and adopted with the amendments and additions set forth in this resolution.

Section 2. The Butte County Fire Department Volunteer Firefighter Standard Operating Procedures shall be amended as follows:

- Chapter 1 – Introduction, under 1.7 Definition, Department, add Town of Paradise.
- Chapter 2 – Voluntary Fire Company Membership, under 2.3 Application Process and Time Frames, replace “County Finance Officer” with “Town of Paradise Administration”. This replacement is to be made globally to the entire document.
- Chapter 2 – Voluntary Fire Company Membership, under 2.3 Application Process and Time Frames, Volunteer Application Packet, strike “Health Questionnaire (in a sealed confidential envelope).” Delete the two paragraphs related to the completed Health Questionnaire. Replace with “a Town of Paradise pre-employment physical at the department’s expense after being selected as a top candidate and prior to appointment.
- Chapter 2 – Voluntary Fire Company Membership, under 2.3 Application Process and Time Frames, Volunteer Application Packet, replace Auto Insurance Policy coverage

limits with the Town of Paradise driving standards policy limits of \$100,000 Bodily Injury Each Person/\$300,000 Bodily Injury Each Accident/\$50,000 Property Damage Each Accident.

- Chapter 2 – Voluntary Fire Company Membership, under 2.7 Transfers, add that VFC will be required to complete full Town of Paradise hiring process, including interview, live scan and pre-employment physical.
- Chapter 2 – Voluntary Fire Company Membership, under 2.14 Recruitment, add that recruitment efforts must be approved by Town Manager.
- Chapter 3 – Administration, under 3.2 Allocation, add that Company 81, Town of Paradise allocations must be approved by Town Council approved budget.
- Chapter 3 – Administration, under 3.18 Disposal of Fixed Assets, replace “Service Center” with “Town of Paradise Finance Department Inventory System”.
- Chapter 3 – Administration, under 3.22 Insurance and Liability, replace County of Butte with Town of Paradise.
- Chapter 6 – Operations, under 6.11 VFF Uniform, The Town will continue to provide, upon successful completion of the 12 month probationary period, Volunteer Firefighters with the issuance of a badge and one Class B uniform as listed below:
 - ✓ 1 – Class B shirt
 - ✓ 2 – T-Shirt
 - ✓ 1 – Pants
 - ✓ 1 – Belt
 - ✓ 1 – Name plate
 - ✓ Reimbursement of up to \$150 towards the purchase of duty boots
- Volunteer Firefighters operating in positions that require medical clearance, such as DMV Physical for Commercial License or Physical and Mental Stress Statements for the Butte County Volunteer Program will be at the Volunteer’s expense.
- Retained from previous Volunteer Firefighter Program:
 - A. Volunteer Firefighters will be enrolled and receive a Length of Service benefit (retirement) for each year that the member met their full obligation of training and responses (Minimum 10 years to receive/vesting).
 - B. Volunteer Firefighters will be provided life and accidental death and dismemberment insurance through California State Firefighters Association (CSFA).
 - C. Volunteer Firefighters will be provided membership paid by the Town of Paradise to the California State Firefighters Association (CSFA).

Section 3. Furthermore, the Town Manager is hereby authorized to make appropriate adjustments to the Town's annual budget to implement the terms and conditions set forth in this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 9th day of September, 2014.

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

By: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

PARADISE FIRE DEPARTMENT
PROCEDURAL DIRECTIVE
VOLUNTEER FIREFIGHTER PROGRAM
DIRECTIVE NO. 6.3

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VIII. Sign-In Procedures After Call Back/Special Alarm	7

PARADISE FIRE DEPARTMENT

DIRECTIVE NO. 6.3

DATE: 9/17/12

VOLUNTEER PROGRAM

PURPOSE

The purpose of this volunteer program is to provide a cost effective program of staffing resources to augment career staff for emergency and non-emergency events as deemed necessary by the emergency response matrix or an authorized officer of the Paradise Fire Department.

POLICY

This policy will detail the minimum requirements, appointment procedures, training standards, response standards, pay and benefit structure, and support members, for current and future Volunteer members.

I. Minimum Volunteer Firefighter Requirements

- A. Must be a minimum of 18 years of age. Must possess a high school diploma or have passed the General Education Development (GED) test, at a minimum.
- B. Must be able to pass a medical examination (pre-appointment), and a background investigation. Failure to pass the annual medical examination or have a category "A" or "B" condition pursuant to NFPA 1582 will be cause for changing your ability to participate in areas identified as immediate danger to life or health (IDLH) and/or removal from the program.
- C. Must reside within the Town limits of the Town of Paradise.
- D. Must complete Town of Paradise volunteer firefighter application.
- E. Must possess a valid, unrestricted class "C" driver's license issued by the State of California Department of Motor Vehicles. Said license must be maintained throughout the term of service.
- F. Must submit verification of automobile insurance on responding personal automobile including, but not limited to public liability and property damage at the rate of \$100,000/\$300,000. Must maintain current insurance information on file with the Town of Paradise Human Resources Department at all times.

- G. Must have the ability to learn firefighting techniques and to follow written and oral directions.
- H. Must have the ability to comprehend and comply with Fire Department rules and regulations.
- I. Must be able to work harmoniously with other employee.
- J. Must be able to react quickly and calmly in emergency situations.

II. **Appointment Procedure**

- A. Applications will be reviewed and those meeting the minimum qualifications will be invited to the next phase in the process. A balance shall be maintained between career minded applicants and community service minded applicants.
- B. Interviews will be conducted of the most qualified candidates. The review board may include the Fire Chief or his/her designate (1), the volunteer lieutenants (2), and a volunteer firefighter (1), for a maximum of four board members.
- C. A background investigation and verification will be conducted on the most qualified candidates to include a credit check, LiveScan, and will be subject to the DMV Pull Program.
- D. The most qualified candidates will have a complete medical evaluation in accordance with the requirements of NFPA 1582. Candidates must pass this portion of the requirements to be permitted to operate in the immediate danger to life or health environment. Support volunteer candidates refer to Section VII, D below.
- E. Must successfully pass training modules which correlate to the position the candidate has applied for.
- F. Must successfully pass a 12-month probationary period. The review board shall monitor performance and participation levels of a Volunteer Firefighter.
- G. A Volunteer Firefighter may request a leave-of-absence from the Fire Chief for not more than three consecutive months. This leave-of-absence shall be re-evaluated by the Fire Chief after that time and extensions may be approved or denied. All fire department equipment shall be turned in to the department while on leave-of-absence.

III. Professional Clothing and Personal Protective Equipment

- A. Appropriate Personal Protective Equipment (PPE) will be issued to a Volunteer Firefighter prior to attendance of corresponding training modules. Duty boots can be purchased with the \$150.00 stipend provided upon successful completion of service.

This equipment will be furnished by the Fire Department and at the Fire Department expense. All Volunteer Firefighters shall be responsible for the care and safekeeping of all PFD tools and equipment. They shall sign for and agree to return all personal items issued when terminated or on leave-of-absence. Items of clothing considered part of the uniform shall only be work on-duty or while representing Paradise Fire & Rescue.

- B. No personal gear will be permitted to be worn by a Volunteer Firefighter unless first authorized by the Fire Chief.
- C. Upon completion of the support responder module, a Volunteer Firefighter will be issued a department pager.
- D. Upon completion of the 12 month probationary period, Volunteer Firefighters will receive one Class B uniform as listed below along with a badge:
- a. 1 – Class B shirt
 - b. 2 – T-Shirt
 - c. 1 – Pants
 - d. 1 – Belt
 - e. 1 – Name plate
- E. It is the Volunteer Firefighter's responsibility to ensure that his/her gear is safe and secure at all times. Lost or stolen gear may be required to be replaced at the Volunteer Firefighter's expense.
- F. The Volunteer Firefighter shall not be in or near any fire station, or respond to any alarm if he/she is under the influence of any substance that would impair or alter performance in any manner, including, but not limited to alcohol, doctor prescribed medication(s) and/or illegal substances.
- G. The Volunteer Firefighter shall not enter into agreements with any other emergency service which may cause a conflict of responsibility in the event of an emergency unless approved by the Fire Chief.

IV. Stipend and Benefits Structure

- A. Volunteer Firefighters will be covered under the Town of Paradise Workers' Compensation Plan.
- B. Volunteer Firefighters will be enrolled and receive a Length of Service benefit

(retirement) for each year that the member met their full obligation of training and responses (Minimum 10 years to receive/vesting).

- C. Volunteer Firefighters will be provided life and accidental death and dismemberment insurance through California State Firefighters Association (CSFA).
- D. Volunteer Firefighters will be provided membership paid by the Town of Paradise to the California State Firefighters Association (CSFA).
- E. Volunteer Firefighters will be given a stipend of \$7.00 per call and \$10.00 per drill/training class.

V. **Training Requirements/Standards**

- A. Volunteer Firefighters must attend training and drills as scheduled by the Fire Department. Training and drills usually occur on the third and fourth Tuesday of every month from 1900 hours until 2100 hours and an occasional Saturday full-day exercise. Absences from training may occur with prior approval from the Fire Chief or designee. In no case will less than 50% (roughly 12 drills out of 24) of non-attendance at drills be permitted. Permitted absences are usually considered for vacation, sick leave, or family emergencies, unless there is some other precipitating event.
- B. Leave absences for seasonal employment will be considered; provided, however, if a number of the Volunteer Firefighters are leaving for seasonal opportunities, the Town reserves the right to deny or release the Volunteer Firefighters to ensure that the Town has an adequate augmented staffing plan to support responses locally.
- C. Drills and training missed by a Volunteer Firefighter may be made up by and at the discretion of the instructor as time permits. This should be the exception and not the rule.
- D. Training outside of the Volunteer program may be paid by the Town if the training is in line with the requirements and function of your position as a Volunteer Firefighter and funds are available. Any such training must first be approved by Training Battalion beforehand.
- E. Prior to responding to medical emergencies, Volunteer Firefighters must complete a first responder EMS course and have a valid CPR card.

VI. Response Standards

- A. Volunteer Firefighters shall respond to a minimum of 50% of all staffing, call backs and emergency responses dispatched for the same. Failure to meet the 50% requirement can be grounds for dismissal from the program.
- B. Volunteer Firefighters must adhere to all traffic laws while responding to any emergency or non-emergency event. Failure to do so will result in disciplinary action up to and including being released from the program.
- C. Volunteer Firefighters must respond with all appropriate gear and upon arrival to the emergency or non-emergency event report to the Incident Commander or Chief Officer overseeing staffing. Free lancing on the emergency ground will not be tolerated.
- D. If responding to emergency events in a personal vehicle, once a Volunteer Firefighter arrives at a scene he/she must place the vehicle out of the path of travel of incoming emergency response vehicles.
- E. Responses on strike teams will be permitted as long as the Volunteer Firefighter meets all of the criteria and certifications for such responses. Volunteer Firefighters will be paid according to CalEMA rates.

VII. Volunteer Support Firefighters

- A. Volunteer Firefighters who provide support must attend drills, training, and responses as set forth in this policy.
- B. Volunteer Firefighters in support positions play a vital role in supporting incidents or assisting with administrative duties during times of call-back or non-emergency events. Such roles may be one or more of the following: Accountability Officer; Documentation; Scene Photographer; Rehab; or similar type of operations that support the department's need.
- C. Volunteer Firefighters in support positions are compensated as described in Section IV, F above.
- D. Special training may be provided to Volunteer Firefighters during regular drill nights and different from those engaged in the immediate danger to life or health environment. This training will be specific to support roles. If training is not for support personnel their familiarity on the emergency ground is vital to them supporting it. Therefore, they will monitor and observe the training and participate as directed by the instructor. In no case shall a support member be asked to engage any activities that are within the immediate danger to life or health environment.

VIII. **Sign-In Procedures After a Call Back/Special Alarm**

- A. Volunteer Firefighter sign-in procedures after a call-back or special alarm shall be as follows:
 - 1. Sign-in shall be at Station 1, and is done by filling out a time claim sheet.
 - 2. The Volunteer shall assist in placing the involved engine(s) back into service as directed by the engine Captain(s).
 - 3. Each Volunteer is responsible for time claim verification by the shift Captain.
- B. No Volunteer Firefighter shall leave the scene of an emergency without the permission of the Incident Command (IC). If excused, they are still responsible for filling out their time claim for credit and reimbursement.



Butte County Fire Department

**Also Proudly Serving the City of
Biggs & Gridley Fire Department**

Volunteer Firefighter Standard Operating Procedures



**George Morris
Fire Chief**

May 2012

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Introduction

Chapter 1

1.1 Volunteer Fire Company (VFC) Background

Volunteerism is in our roots as a nation. In 1717, one of the first organized volunteer fire companies in America was formed in Boston, Massachusetts. In 1736, statesman Benjamin Franklin founded and served in the Union (volunteer) Fire Company in Philadelphia. Today a vast majority, over one million, of the firefighters in the United States serve as volunteers. It is estimated that over 25,000 fire departments are staffed with volunteers or a combination of volunteer and career firefighters.

1.2 VFC Organization

In 1931, the Butte County Board of Supervisors contracted with CAL FIRE. This contract was a major step toward integrating independent VFC's and career fire companies to work within a single fire department framework in Butte County.

In 1939 the State of California enacted section 14825 of the Health and Safety Code (attachment 8.45). This is the law that allows citizens of a community to form a Volunteer Fire Company.

With the enactment of Health and Safety Code section 14825, the umbrella of affiliation between CAL FIRE and Butte County Fire Department provides significant liability protection as well as other benefits that would not normally be afforded to completely independent VFC's. Section 14831 of the Health and Safety Code (attachment 8.44) authorizes the Board of Supervisors to regulate the formation and continued existence of VFC's.

The umbrella of affiliation also provides for each community to take great pride and to provide support for its community based VFC's.

1.3 VFC Responsibility

Each VFF must be familiar with the bylaws, procedures and policies of their VFC, as well as this Standard Operating Procedures manual. It is important that all VFF's take an active part in the internal operations of his/her VFC. A professional business-like organization must be maintained.

Every VFC that accepts or has accepted donations from the community must accept the responsibility that accompanies each donation. Citizens entrust the VFC to utilize contributions with sound business-like practices.

The VFC must treat all its members fairly, firmly and consistently and all VFF's are expected to maintain professional standards.

The VFC shall generally be responsible for the administrative and non-emergency operational affairs of the VFC, including the administrative supervision of all its members.

1.4 CAL FIRE/BCFD Background

In California, as in most of the rest of the states, the state legislature recognizes those lands, outside of federal ownership and incorporated cities that are covered by brush, watershed, timber and grazing resources, as the state's (CAL FIRE) responsibility to protect them from wildfire. In counties such as Butte, valley agricultural crop lands and the structures and improvements outside of city or fire district boundaries are considered the local government's (BCFD) responsibility to protect. State law also provides for the formation of community (volunteer) fire companies under the supervision of the local county government. Fire protection within city or fire district boundaries is the responsibility of the city government or the fire district (unless they contract with CAL FIRE).

Fire protection in Butte County is a cooperative effort. Rather than establish separate fire protection agencies, one state and one county (with duplication of effort and expense), the County of Butte has contracted with the California Department of Forestry and Fire Protection to operate the Butte County Fire Department. This cooperative fire protection system includes the important augmentation by community based volunteer fire companies, as well as the inclusion of the Cities of Biggs and Gridley Fire Departments within Butte County under additional CAL FIRE contracts.

It is important to remember each VFC is a member of the Butte County Fire Department and not its own fire department and should be represented as such (Example: Butte County Fire Department, Clipper Mills Volunteer Fire Company and not the Clipper Mills Fire Department).

The partner agencies (State/City/County) provide funding and primary equipment (generally). The individual communities, throughout the delivery area, provide community based funding. Together, they have developed an effective all-risk, full-service fire protection organization with a mission to protect the lives and property of residents/property owners and to protect local natural resources (environment) from fire and other disasters.

The legal authority to engage in firefighting and emergency activities in most areas of Butte County is vested in the officers and staff of the California Department of Forestry and Fire Protection by legislative statute, Board of Supervisors resolution, and by contractual state, county, and city agreements.

Within the intent of the regulations, the CAL FIRE Unit Chief appointed as the County Fire Chief shall be responsible for all city (under contract), county and state fire department activities within Butte County.

1.5 CAL FIRE/BCFD Organization

The CAL FIRE Unit Chief of the Butte Unit serves as the Chief of the Fire Department. The Unit Duty Chief (assigned Division Chief) supervises the day-to-day administration of the department. The Operational Division Chiefs administer the day-to-day operations within the division boundaries. A field Battalion Chief is responsible for the administration of incident operations, firefighting personnel, fire stations, apparatus, and equipment, assigned within a geographic area designated a battalion. The field Battalion Chief reports to the Division Chief and the Division Chiefs report to the Unit Chief. Each fire station, whether staffed by career and/or VFF personnel, has career captains that are responsible to the Battalion Chief for the care and maintenance of any assigned station, fire apparatus or equipment. Career Captains are also responsible for the supervision, training, and performance of their subordinates, i.e. Engineer, Firefighter, or VFF's. See attachment 8.1, Organization Chart.

1.6 VFC Responsibility

The day to day operations of the fire department will be delegated to the Division Chiefs and then to the Battalion Chiefs. The Battalion Chiefs are responsible for administering the VFF program within their respective battalion.

Each station will have a CAL FIRE Fire Captain assigned to the VFC as a Career Liaison Officer between the department and the VFC. The Career Captain will maintain a professional, productive and supportive relationship with the VFC officers and members. The Career Captain will also confer with the VFC Captain on all applicable station level issues directly or indirectly related to the VFC or its members.

For the volunteer firefighter program to be successful, it is critical and mandatory that an open line of communication and a professional relationship between ALL career staff (especially the Career Captain) and the volunteer fire company officers and membership is maintained and the VFC members and the career staff be treated with the respect they deserve.

1.7 Definitions

Active Roster

A listing of all Volunteer Fire Fighters (VFF) who are members in good standing with the Department.

BOS

Board of Supervisors, Butte County.

Career Captain

CAL FIRE employee with the rank of Fire Captain. Each Volunteer Fire Company (VFC) is assigned a Career Captain to assist with the management of the VFC. The career captain serves as the Liaison Officer between the VFC and the department.

Career Station

A career staffed fire station. May also have volunteer firefighters assigned to it.

Department

The California Department of Forestry and Fire Protection (CAL FIRE) – Butte Unit, Butte County Fire Department, City of Biggs Fire Department, City of Gridley Fire Department.

Member

Any active citizen volunteer serving the Department, regardless of rank.

PVFF

Probationary Volunteer Firefighter. VFF with probationary status. A VFF, who has been formally accepted as a Volunteer Firefighter, and is receiving their required training during probationary status.

SOP

Standard Operating Procedures.

VFC

Volunteer Fire Company. The group of members consisting of the active roster. The company is identified by the fire station number, i.e., VFC #74 is at Station #74.

VFF

Volunteer Firefighter. Any member that is on the active roster and off probation.

VFF Allocation

The total number of VFF's authorized for a volunteer company.

Volunteer Liaison Officer

Volunteer in good standing selected by the Fire Chief to hold the position of Volunteer Liaison Officer (VLO). The Volunteer Liaison Officer is the liaison officer between the volunteer fire company captains and the County Fire Chief. The Volunteer Liaison Officer will assist the department regarding issues related to integrated operations and administration of the volunteer fire program.

The Volunteer Liaison Officer will report directly to the County Fire Chief.

VFC Station

An unstaffed fire station maintained by a VFC under the direction of a Career Liaison Officer.

Volunteer Auxiliary

A group consisting of community members and/or volunteer firefighters who support a VFC. Support can be defined as any act(s) that enhances a VFC's operations (such as fundraisers, social events, etc.) that are in agreement with the Department's mission.

Volunteer Fire Company Positions

VFF Captain

Volunteer Fire Company Captain. A Volunteer Firefighter from each VFC, elected by the VFC, approved by the Fire Chief, to coordinate the volunteer firefighters, volunteer operators, volunteer stations and apparatus. Appointments are effective January 1 of each year and serve a calendar year term.

VFF Lieutenant

A VFF from each VFC, elected by the VFC, approved by the Fire Chief, to assist the VFF Captain. In the absence of the VFF Captain, he/she will act on appropriate issues for the VFF Captain.

Company Secretary

A volunteer member of the community, elected by the membership, to maintain company records, take notes, and compile agendas. This position may be combined with the Treasurer duties.

Company Treasurer

A volunteer member of the community, elected by the membership, to coordinate the financial operations of each VFC's Treasury. This position may be combined with the Secretary duties.

Company Training Officer

A volunteer member of the community, appointed by the VFF captain, to coordinate the training operations of each VFC.

Volunteer Company Levels of Response

VFF Support Responder

A VFF meeting the training requirements to respond to designated incidents and perform specific functions as a Support Responder.

VFF EMS Responder

A VFF meeting the training requirements to respond to designated incidents and perform specific functions as an EMS and Support Responder.

VFF Full Responder

A VFF meeting the training requirements to respond to all incidents as a fully trained firefighter.

VFF Breathing Support Operator

An EMS or full responder certified to drive and operate a Breathing Support.

VFF Water Tender Operator

An EMS or full responder certified to drive and operate a Water Tender.

VFF Operator

A full responder certified to drive and operate specified fire apparatus (utility, squad, rescue, etc).

VFF Engineer

A full responder certified to drive and operate fire engines.

Volunteer Fire Company Membership

Chapter 2

2.1 Residency Requirements

VFC applicants must apply for membership with a local VFC and reside within the response area of the VFC they are applying with. Exceptions can be granted for applicants living in a non-contract city or fire district within Butte County that does not have a volunteer firefighter program.

Residents living in other jurisdictions within Butte County that do not have a volunteer program can apply with the nearest department volunteer fire company with approval of the jurisdiction's fire chief.

2.2 Minimum Age Requirements

VFC applicants must be a minimum of eighteen (18) years of age.

2.3 Application Process and Time Frames

The department will use a standard procedure for VFF's to follow to become VFF's.

VFF's and career employees will ensure that the application and acceptance process is free from discrimination of any type.

Applicants will not engage in any departmental activities until approval is received from the County Finance Officer. Reimbursement rosters for VFF's involving activities prior to their acceptance date will not be honored. Applicants are not covered by Workers Compensation Insurance until they are formally accepted (added to the active roster).

Process to become a PVFF

The department has adopted an annual cycle for the recruitment and training of new VFF's.

- All prospective VFF's should be provided the recruitment handout and directed to the VFF recruitment webpage at <http://joinbcfd.org/> to complete the VFF interest form. The completed form is emailed directly to the volunteer training coordinator. The volunteer training coordinator will make personal contact with the prospective VFF and explain the recruitment and training timelines and process.

- The volunteer training coordinator will also direct the prospective VFF to the correct community for VFC introduction and familiarization. After contact is made by the volunteer training coordinator the prospective VFF will be encouraged to attend VFC drills as an observer only.
- The department will utilize a two month focused recruitment process during the months of August and September of each year. This will consist of various recruitment techniques to reach out to our local communities that have a need to increase the number of VFF's in their VFC.
- During the month of October the department will hold an informational meeting with all the prospective new VFF's. This meeting will consist of an overview of the department and the requirements to be a VFF. The VFF application will be distributed to prospective VFF's at this meeting.
- Approximately two weeks after the informational meeting there will be a 2nd meeting held to review completed applications, confirm application accuracy, the I-9 will be verified and confirmation that department's minimum requirements have been met.
- VFF interviews will also be held at the above meeting and VFC's that have new VFF's in the recruitment process will be invited to interview their prospective new VFF's utilizing attachment 8.16, interview questions. Each interview panel will normally consist of the Career Captain or designee and one VFC officer.
- The interview panel will forward the interview results (attachment 8.17, Interview Board Summary Report) with the application to the County Finance Officer. The County Finance Officer, Volunteer Training Officer and Volunteer Liaison Officer will review the applications for county standards compliance and rank the applications by priority order for appointment.

Based on the VFF desired level of response, the below training modules will be scheduled and are required.

Support Responder

- During the month of November the Support Module will be offered
- Attend Support Module, (approximately 32 hours or 4 weekend days)

EMS Responder

- During the month of December the EMS Module will be offered
- Attend Support and EMS Module, (EMS module is approximately 32 hours or 4 weekend days)

Full Responder

- During the month of January the Wildland Module will be offered
- During the month of February the Structure Module will be offered
- Attend Support, EMS and Firefighter Modules, (Wildland & Structure modules are approximately 72 hours or 9 weekend days)
- During the month of March the volunteer badge pinning and awards banquet will be scheduled

Volunteer Application Packet

A current application packet must be completed by each applicant prior to being considered for appointment.

The application package consists of the following documents:

- Application for Appointment
- Health Questionnaire (in a sealed confidential envelope)
- Emergency Notification Form
- Form W-4
- Form I-9
- Rules of Conduct Form
- A copy of the Live Scan form (DOJ/FBI). A copy of the completion receipt must be attached to the completed application
- Attachment 8.15 (BCFD Authorization to Drive) with the following attachments:
 - ✓ A DMV printout (within the last 30 days)
 - ✓ A copy of the applicant's current Auto Insurance Policy declaration page with coverage limits (\$15,000/\$30,000 personal injury and \$25,000 for property damage minimum limits),
 - ✓ A copy of the applicants Driver's License
- The Oath of Allegiance is required by the Government Code. It is necessary that each new VFF execute the official "Oath of Allegiance" (or "Affirmation") prior to appointment (attachment 8.33, Oath of Allegiance).
- Background investigation and County Finance Officer review
- Health questionnaire reviewed by physician
- Live Scan (FBI/DOJ) results will be reviewed (by the DOJ approved custodian of records)
- Respiratory Protection Program Health Questionnaire reviewed based on desired level of response
- Complete Spiro & Respiratory Protection Program Fit test based on desired level of response (after the wildland module and prior to the structure module)
- The new volunteer approval process may take up to 4 weeks from the October informational meeting.

All candidates are encouraged to conduct a self-screening process prior to applying.

The self screening process should include the following criteria:

- Are you 18 years old?
- Are you in good health?
- Are you able to meet the physical demands of a firefighter?
- Do you have a clean criminal record?
- Do you have a clean driving record?
- Do you have auto insurance meeting the minimum requirements?

The application package is confidential and can only be viewed by department members with a need to know (typically only the County Finance Officer).

All applications will go through a background investigation process prior to acceptance. See Live Scan on page 5.

All completed Health Questionnaires will be forwarded, in a sealed envelope marked Confidential, to the County Finance Officer with the other application materials for processing. The applicant will place the completed health questionnaire in the confidential envelope.

Health Questionnaires are evaluated by authorized department members only. If the health questionnaire contains questionable items, it will be forwarded to a health care professional for medical evaluation. The medical evaluation will be based on the Volunteer Firefighter Stress/Duty Statement (attachments 8.30, 8.31 and 8.32).

The health care professional may require a full physical (at the department's expense) or either accept or refuse the application based on the questionnaire information.

Fit Test and SPIRO

Based on the desired level of response, additional medical records review and examinations are required (Respiratory Protection Program ((RPP), at the expense of the department. The VFF Stress Statement (attachments 8.30, 8.31 and 8.32) will be the basis for the physician to make his/her determination on the applicant meeting the medical requirements.

Once the application has been approved and prior to the structure module, the PVFF will receive an RPP health questionnaire. The health questionnaire must be fully completed by the applicant and returned promptly. The candidate must then schedule a spirometry (lung capacity) test with the Butte County Public Health Department or other qualified provider approved by the department. A contract physician will evaluate the health questionnaire and spirometry test results.

The physician will approve, disapprove, or schedule a follow-up screening, based on the health questionnaire and spirometry test.

The fit test and SPIRO process is an annual testing requirement for full responders. Once the candidate completes this test he/she must contact the department Safety Officer to schedule a fit test. All three items (RPP health questionnaire, spirometry test, and fit test) must be completed prior to attending the structure module and annually prior to January 1.

Failure of any medical examination required by the department will result in the applicant being denied. This is for the safety of the applicant.

Live Scan

All VFF's will be subjected to a DOJ/FBI criminal background check (Live Scan) as part of the application process. The department will cover the costs.

The department has the sole right to make a determination on the acceptance or rejection of an applicant based on the results of the live scan screening.

Examples of criminal offenses that are potential cause for rejection are (this is not an inclusive list):

- Some felony conviction (acts of violence, property crimes, etc.)
- Crimes involving children
- Domestic Violence
- Arson
- Embezzlement

The results of the Live Scan will be reviewed by the DOJ approved custodian of records prior to application approval.

Possible Cause for Applicant Rejection

- Age: Volunteer firefighters must be at least eighteen years of age. The applicant must produce a valid proof of age such as a driver's license.
- Convictions: Any criminal record will be reviewed on a case-by-case basis. No member of a VFC will be on probation or parole.
- Medical Review: The medical examiner will review the information and situation and provide direction on a case-by-case basis.
- Insurance: Applicants are required to provide a current insurance affidavit meeting the minimum coverage limitations for their vehicle.
- Drivers License: Applicants are required to possess and maintain a current CA driver's license for the vehicle they operate. VFF's can not be on DMV probation and must have reliable transportation.

- Lying or providing false information on the application or health questionnaire

2.4 Application Approval

Once the entire application process has been completed the County Finance Officer will send the Volunteer Training Officer and applicable career fire station notification the applicant has been approved. The VFC Captain will contact the PVFF and arrange for their welcome and introduction into the department. After application approval the PVFF can start participating in company training drills and attending training courses.

2.5 Application Denial

If an applicant is denied, the County Finance Officer will send the applicant a letter informing the applicant they have been denied. The letter should thank the individual for his/her desire to serve the community.

2.6 Probation

A new applicant approved to begin firefighter training shall be considered a Probationary Volunteer Fire Fighter (PVFF). The PVFF shall serve a standard probationary period of 365 days from the date of application approval. The probationary period for seasonal firefighters does not have to be consecutive. Successful completion of probation includes all mandatory training, specified drill attendance and one full year (no breaks in service) as a probationary firefighter.

Probationary firefighters will not be authorized to operate department or VFC apparatus unless they are a transfer.

Transferring firefighters shall serve a standard 90-day VFC orientation probation period.

2.7 Transfers

A VFC member in good standing who moves into another VFC's response area shall transfer to the appropriate VFC.

All department certifications and equipment operator status will be honored at the receiving VFC.

2.8 Termination Notifications

Each Career Captain is responsible to keep the Battalion Chief and County Finance Officer informed of VFC roster changes via email.

It is important that VFF's who terminate volunteer status, regardless of cause, be immediately reported. Accurate and current information allows efficient management of VFF Workers Compensation Insurance costs.

2.9 Program Exit Evaluation

Any volunteer firefighter, who leaves the department, voluntarily or not, will have the opportunity to fill out an exit evaluation (attachment 8.18, Separation Questionnaire). The former member should complete and mail the evaluation directly to the Fire Chief for review. The Fire Chief should share exit evaluations with the respective Battalion Chief, Career and VFC Captain's.

2.10 Reinstatements

After voluntary termination of firefighter status, a member may apply for reinstatement in a VFC.

The VFF will serve the standard probationary period and prior to response, comply with all training requirements based on the VFF's desired level of response.

If the break in service does not exceed 2 years, the previous department volunteer service time will be included in calculations of length of service seniority.

Re-instatements will require a new application package.

2.11 Retirement

VFF's who retire from the department with more than 5 and less than 10 continuous years of active service will have the option of purchasing their badge with a "retired" rocker affixed. The VFC also has the option to purchase the badge for the retiring VFF.

VFF's who retire from the department with more than 10 continuous years of active service will receive their badge at the departments expense with a "retired" rocker affixed.

The above badge options are only available if the VFF's VFC adopted the department uniform and wore the department badge.

2.12 Fair Labor Standards Act Compliance

All CAL FIRE firefighters must comply with the Fair Labor Standards Act (FLSA) requirements. CAL FIRE Firefighters can not volunteer with the same unit that employs them. CAL FIRE seasonal firefighters that volunteer with the department when they are laid off are discouraged from serving in an elected VFC officer's capacity.

2.13 Physical Condition

Applicants must be in good physical condition and able to perform the manipulative skills of the training requirements for his/her level of response.

Station level physical condition evaluations are limited to the VFF's ability to complete the basic evolutions contained within the departments Company Performance Standards (CPS) manual. The CPS manual shall be utilized as a general evaluation for the VFF's physical ability.

The above standards only apply to full responders.

2.14 Recruitment

It is the policy of the department to actively support recruitment of new VFF's as an ongoing project where vacant VFF positions exist.

A recruitment effort should be made periodically by companies where VFF allotments are below the authorized number of VFF's. Recruitment efforts must be approved by the Battalion Chief and be in line with the department's staffing plan.

Typical recruitment methods include, but are not limited to:

- Personal contacts
- Radio advertisements
- Posters/flyers
- Newspaper advertisements
- Other methods approved by the Battalion Chief

Any written advertisement should have the approval of the Battalion Chief prior to being implemented. The departments Public Information Officer should also be informed of all recruitment efforts utilizing media outlets.

A focused recruitment program will be utilized by the department based on funding availability.

Administration

Chapter 3

3.1 VFC Organization

VFC's are organized with an optional administrative board of directors, company training and/or apparatus officers, secretary and/or treasurer, support, EMS and full responders, operators and engineers, lieutenants and a captain.

The VFC membership will typically supervise its internal administrative affairs and non-emergency operations as outlined in this manual and the approved VFC bylaws and articles of incorporation.

The VFC will normally maintain strong community support, participation and may or may not be an incorporated, non-profit organization with assets and contributions to manage.

VFC's are encouraged to have non-profit status 501-C3 or 501-C4. Failure to obtain non-profit status subjects the VFC officers to tax liability.

The department does not take responsibility for the VFC organization and/or affairs.

3.2 Allocations

All VFC's have an allocation of members by rank and total. The number of members allocated may not be exceeded without the approval of the Fire Chief.

Authorized Volunteer Company Allocations

Company 12, Stirling City	15
Company 21, Cohasset	15
Company 24, Forest Ranch	15
Company 25, Butte Valley	20
Company 26, Butte Creek Canyon	20
Company 33, Upper Ridge	30
Company 37, Golden Feather	15
Company 42, Chico Metro	40
Company 45, Durham	20
Company 52, Feather Falls	10
Company 55, Bangor	15
Company 61, Berry Creek	20
Company 64, Kelly Ridge	30
Company 67, Cherokee	10
Company 71, Richvale	15

Requests to exceed an allocation within a battalion should be submitted in writing through the chain of command to the Fire Chief. As new companies are formed, allocations will be determined by the Department and specifically authorized by the Fire Chief.

All volunteer companies will be authorized the position of one VFC Captain and one VFC Lieutenant to help coordinate the VFC operations and maintain span of control.

VFC's shall maintain a Span-of-Control of one officer for every 10 members.

Volunteer Captain

One volunteer captain is authorized per volunteer company.

Volunteer Lieutenant

One VFF lieutenant is authorized per VFC. One additional VFF Lieutenant is authorized for every 10 VFF's.

Training Officer

The Company Captain will appoint the Training Officer, with concurrence of the Career Captain.

3.3 VFC Administration

Each VFC is formed in accordance with the California Health & Safety Code, Section 14825 (attachment 8.45). Each VFC shall comply with the rules and regulations identified in this manual. VFC's organized as nonprofit/charitable organizations shall comply with applicable state and federal regulations.

Incorporated VFC's shall comply with applicable federal and California Corporation Code (CC), beginning with section 5000 through 6815.

Unincorporated Charitable VFC's shall also comply with applicable state and federal regulations. The California corporation codes shall take precedence over any conflicting sections contained within this manual, only as related to the internal non-emergency operation of the VFC.

The responsibility for the administration of non-emergency operations of a VFC shall be by the appropriate officers of the VFC. All VFC's shall comply with the policies of the department as well as the VFC's bylaws. The Fire Chief may also issue department policy letters that apply to the VFC's.

The Career Captain will routinely confer with the VFC officers on applicable station level issues. Typically, elected VFC officers will be responsible for the business affairs and routine operational procedures of the VFC. Specific administrative and operational duties may be found in various sections of this manual and in approved VFC bylaws.

3.4 Administrative Documents

- Each VFC is required to meet and maintain professional business-like practices per state law. As the public entrusts a VFC with contributions, all periodic tax returns/reports (state and federal) shall be open for review to any citizen. Donor lists should not be disclosed to the public. VFC records and documents shall normally remain securely stored and/or filed at the fire station, unless otherwise approved by the membership. The Treasurer shall provide the membership with monthly financial reports, including a financial year-end summary. The year-end summary shall also be provided to the County Finance Officer.
- Minutes of the VFC meeting shall follow a standard format (attachment 8.20, Meeting Agenda) and be posted or maintained at the fire station. Draft minutes are not final until approved by the VFC. Confidential VFC (Personnel) issues shall only be discussed by voting members in closed session and the minute contents shall reflect only the action taken, if any. Minute contents from those sessions should be excluded from public view.
- In order to accommodate and encourage business like practices for each VFC, the Career Captain will establish and set aside, a suitable interior area for a VFC desk, a bulletin board, VFC Roster Board, filing cabinet(s) VFC phone, computer and VFC mail trays.
- The use of a VFC funded phone, fax or computer on fire station property shall be limited to appropriate VFC business matters. All computer users must follow and sign the approved department policy (attachment 8.36, Computer Use Policy).

3.5 Unification

The County Fire Chief will establish Fire Station Response Areas. These areas will correspond to the community served by a VFC. A single VFC may serve two or more fire stations. When five or more VFF's (off probation) live in a community where there is not a VFC, the department may consider establishing a new VFC. When two or less VFF's exist in a current VFC, the VFC shall seek unification with the nearest VFC.

Two or more existing unincorporated VFC's may also request unification when local conditions dictate. Incorporated VFC's shall refer to the California Corporation Codes, section 6010-6019.1 for the proper process and approvals which are required to merge incorporated VFC's. All cases require the approval of the County Fire Chief prior to implementation.

3.6 By-Laws

All VFC's shall establish and adopt By-Laws for the independent, business portion of the VFC. The business portion relates to internal company financial matters, business meetings, etc. It is highly recommended that VFC's use attachment 8.19 (By-Laws) as a guide in establishing their by-laws.

VFC bylaws are encouraged to be a document that establishes the foundation and basic administrative framework of a VFC (Incorporated VFC's refer to CC section 5150-5153). The VFC bylaws should not specifically identify meeting or training days/nights and times as these may change from time to time. The VFC bylaws (and Articles of Incorporation, if any) must be adhered to by all members. Disregarding and/or violating these documents may be considered a serious violation and subject to investigation and discipline.

VFC bylaws shall be reviewed annually by the VFC and updates made as necessary. A current set of the VFC bylaws must be on file with the County Finance Officer and placed in the volunteer operating policy manual binder and maintained at the fire station at all times.

3.7 Election of Officers

All elected officers of the VFC must be elected annually by January 1st by 50% +1 (or more) of the voting membership, or as outlined in the VFC bylaws (Incorporated VFC's also refer to CC 5210-5227). Members may hold consecutive terms.

The Battalion Chief will forward (with a recommendation), to the Fire Chief, nominations of the VFC Captain and Lieutenant(s) from the VFC. The Department Chief must approve all officer nominations by January 1st of each year). The term of the VFF Captain and Lieutenant appointment will be for one year beginning on January 1 of each year. In the event an elected Captain or Lieutenant fails to perform at an acceptable level, the Fire Chief has the authority to remove the individual from the position.

3.8 Volunteer Advisory Committee

The Department will establish a committee of representative Volunteer and Career Firefighters to serve in an advisory capacity on issues related to the VFF Program.

The following procedures will apply to the establishment and activities of the VFF Advisory Committee.

- The Committee will be comprised of three Volunteer Firefighters, the Volunteer Liaison Officer, two Career Fire Captains, one Career Committee Chair and the County Finance Officer. Committee members will be approved by the Fire Chief and serve a 2-year cycle.
- The Committee will meet quarterly during the calendar year and more often if needed. The committee is encouraged to meet after each unit-wide Volunteer meeting.
- The purpose of the Advisory Committee will be to address issues of interest or concern on a department-wide basis and to make proposed revisions of the SOP manual.

No department Career employee or VFF may alter, amend, or otherwise change any policy identified in this manual, without following the established process.

Requests for changes to the SOP manual shall be made, in writing, detailing the affected sections and proposed changes (attachment 8.21, Policy Proposal Change Form).

Proposed changes should be submitted to the Volunteer Advisory Committee Chair. The Volunteer Advisory Committee will review and send proposed changes to the Executive Staff for approval. (The Fire Chief will return recommendations or approvals to the Volunteer Advisory Committee Chairperson).

Notification of results of review will be returned to personnel submitting proposed changes within sixty (60) days.

3.9 Internal Affairs

All VFC internal administrative matters, not directly related to public service, are normally the concern of the VFC membership only. Guidance by the Career Captain shall be required only to ensure that each VFC is complying with this manual and the department policy manual.

3.10 Chain of Command

The administrative chain-of-command will be VFC Captain, to Career Captain, to Battalion Chief, to Division Chief, to Fire Chief. Normal communications for day-to-day business is between the Career Captain and VFC Captain. It is the responsibility of everyone involved to establish and maintain liaison, supervision, and support services for volunteer firefighter companies just as is the case of career engine companies.

Issues should be resolved at the lowest levels (i.e. Career Captain and VFC Captain). Career Company Officers and/or Battalion Chiefs will supervise VFC drill activities and will be available to attend VFC meetings.

3.11 Business Meetings

The voting membership of each VFC shall determine the best date and time to hold the regular monthly business meeting. Incorporated VFC's shall provide that at least ten (10) days' notice is given before the membership meeting (CC 5511). VFC's may consider posting the anticipated annual meeting schedule (dates and times) at the Fire Station. The Board of Directors of each VFC shall determine the best date and time to hold the regular board meeting, if any.

If the meeting date and time of the Board of Directors of an Incorporated VFC is not fixed, at least 48 hours verbal notice must be given to board members (CC 5211).

At least one of the above meetings should be held when the Career Captain is on duty.

Minutes of VFC business meetings shall be maintained at the station and forwarded to the Career Captain. The membership meeting minutes of Incorporated VFC's shall indicate the number of Yes, No and Abstention votes for each motion voted upon (CC 6325).

VFC Disciplinary Action/corrective counseling proceedings shall be conducted in closed-session. Non-voting members, excluding the Career Captain, are to be excused from these proceedings.

A VFC normally will allow an adjacent VFC officer to attend a company business meeting to discuss issues of mutual interest.

3.12 Administrative Records

Each VFC shall maintain an administrative file for each member. The files shall be in a locked filing cabinet to maintain confidentiality and contain:

- VFC-issued equipment record
- Copies of letters of appreciation
- VFF evaluations
- Department/VFC Disciplinary Action letters
- Signed Oath of Allegiance
- Signed Rules of Conduct
- Signed Computer Use Policy

The Training and Safety Bureau will maintain a file for each member. The files shall be in a locked filing cabinet to maintain confidentiality and contain:

- Copies of all training records
- Copies of training certifications
- Copy of driver's license and endorsements
- Copy of all approval letters to respond and drive apparatus

The County Finance Officer will maintain a file for each member and VFC. The files shall be in a locked filing cabinet to maintain confidentiality and contain:

Member

- VFC Membership Application and interview results
- I-9 form
- Health questionnaire

VFC

- Copy of VFC bylaws
- Copy of 501 C3 or C4 status
- Annual financial statement

These files shall have restricted access, but shall be open to review by the individual, appropriate VFC administrative officer(s) and the Career Battalion Chief and/or Career Captain upon request. The aforementioned file(s) shall be maintained and stored in a secure location. Individual records must be kept for four (4) years after the member separates from the VFC.

3.13 Fund Raising

In an effort to maintain positive relations with the community served, VFC's are encouraged to consider conducting annual Open Fire-House events, and in order for VFC's to purchase, maintain and replace VFC apparatus and equipment, VFC's may conduct VFC benefit dinners, breakfasts, direct mail fund raising letters and other appropriate fund raising activities.

All fund-raising programs by volunteer companies shall be identified as such, without involving the name or logo of CAL FIRE or BCFD. It must be clear to potential donors and the general public that volunteer fund-raising is to provide local services and/or equipment not provided by the State, County or City.

In order to achieve the aforementioned all new fund-raising activities must be reviewed by and approved by the Battalion Chief. The VFC will maintain the approval letter at the station level. VFC's must meet any State or County regulations controlling the solicitation of donations, including acquiring necessary permits.

Prior to any fund raising activity that involves the preparation of food that will be sold to the public; the VFC must have a lead cook that has attended the food preparation class sponsored by the Butte County Health Department and have the prior approval of the Battalion Chief.

VFC's may not solicit funds outside their response areas without approval of other affected VFC's and approval from the Battalion Chief.

VFC's shall not solicit monetary donations in incorporated cities not under contract with BCFD without approval of the Fire Chief.

Fundraisers may not be held on department property that involves the sale of any controlled substance (alcohol, tobacco, etc.).

Use of any department property or equipment for fund raising purposes requires approval of the Battalion Chief.

3.14 Independent Auxiliary Groups

The establishment of an auxiliary group supporting the VFC is encouraged. Auxiliary groups provide an avenue of support for the individual VFC's not available through fire department channels.

The function of auxiliary groups are not limited, but generally confined to the following:

- Fund raising for particular VFC needs and/or desires.
- Social functions outside the department operations like barbecues and gatherings.

The auxiliary creates an opportunity for non-firefighting personnel to support their local VFC.

Members of the auxiliary are considered members of the VFC and must be approved through the application process to be covered by insurance. Each auxiliary group will be encouraged to acquire non-profit organization status. Funds generated by the auxiliary will be under direct control of the elected officers of the VFC. All activities of the auxiliary must be compatible with those of the department and complement the services provided by the department.

3.15 Community Cost Share Program

The department maintains a "community cost-share" program. This program's funding is dependent upon the County's fiscal abilities for any given fiscal year.

The program provides a share of a Volunteer Fire Company's costs toward apparatus, equipment, land, and station acquisition.

The Fire Chief determines, on a yearly basis, how much the department can provide to the “community cost-share program”. VFC’s are encouraged to continually submit requests (attachment 8.23, Cost Share Agreement) through the chain-of-command, to the Fire Chief, with detailed descriptions of their proposals in order to access this fund. The Fire Chief will make decisions based on overall needs of the department.

The Fire Chief may develop a five-year plan list stating “community cost-share” proposals. However, in no way will the department be committed to this list. The department will commit itself once a “community cost-share” agreement has been signed with a VFC. This agreement is the only process by which the department will commit itself to expend “community cost-share” funds.

3.16 Inventory Control and Accountability

The VFC is responsible for maintaining two inventory systems. The first system identifies capitalized facilities/equipment (over \$500 in acquisition cost) and the second is vehicles.

Accountability includes the control and accountability of assets from date of issue, through recording on inventory listings, until release from accountability of assets.

Account for each item by property number serial number and description. A compliment of fixed assets items is established for each facility and vehicle.

Fixed assets assigned to a facility or vehicle must be within that facility or vehicle or have documentation of its location.

3.17 Accountability of Equipment

All VFC owned equipment will be identified by company name or number. The VFC is responsible for the security, maintenance and annual inventory of all VFC owned and/or operated vehicles and equipment.

3.18 Disposal of Fixed Assets

Disposal of all items will be through the Service Center.

If an item cannot be account for, complete Form STD 152 “ Property Survey Report”

If an item becomes unserviceable, complete Form STD 152 “ Property Survey Report”

3.19 Acceptance of Gifts

The acceptance of gifts (not including cash donations) by a VFC for use in department functions is subject to established department policy, and donors should be advised that acceptance of any gift is subject to review.

Offers of gifts and donations must be in writing with a description of the gift, its cash value and any restrictions on its use clearly set forth. All such offers are to be submitted to the Fire Chief for review and disposition. Gifts could be vehicles, items normally considered property and equipment, lands, buildings, etc.

3.20 Fiscal Requirements

The VFC Treasurer will handle all funds received or expended directly by a VFC, in accordance with generally accepted accounting principles, the VFC By-Laws, and these procedures. VFC's may adopt more restrictive procedures by a majority vote of VFC members.

These procedures do not apply to funds directly expended by autonomous auxiliary or community associations, although there is a similar expectation of public trust. It does cover funds donated to a VFC for direct expenditure by the VFC.

1. Companies shall adopt an Annual Proposed Budget. The budget must be approved by a majority of company members. Adopted budgets and amendments will be provided to the Battalion Chief. The budget may be amended during the year by a majority vote of company members. A sample budget is shown as attachment 8.27, Annual Proposed Budget.

2. All money, checks, warrants, etc. received by the VFC will be promptly deposited in the VFC bank account. Under no circumstances will funds received by a company be placed in a personal bank account or be given directly to a vendor without going through the VFC bank account as an approved expenditure.

3. All checks written or account withdrawals on VFC bank accounts will require two signatures. One signature must always be the Treasurer. The second person must be designated by a majority vote of the company. In no case will the two signatures be of persons related to one another.

4. In addition to maintaining detailed records, an annual financial statement will be prepared by the Secretary/Treasurer. This statement will display actual income and expenditures for the year and will be signed by the Secretary/Treasurer. A copy will be provided to the Battalion Chief.
5. Budgets and annual statements for VFC's will be based on each VFC's fiscal year.
6. VFC Captains will assure that these procedures are carried out in their VFC.
7. Violation of these procedures may be grounds for termination of VFF status.
8. VFC's are strongly encouraged to have their finances audited annually and required to have their finances audited every two years by a certified Public Accountant outside of the department.

3.21 Workers Compensation Roster

Due to Workers Compensation Insurance requirements, it is necessary that the department provide an accurate roster of all VFF's. Career Captains responsible for a VFC shall immediately notify the County Finance Officer of any changes to the current VFC membership.

3.22 Insurance and Liability

All VFF's on the active roster will be provided general liability and hold harmless protection by the County of Butte and insurance for property damage and public liability when conducting the business affairs of the VFC and/or when operating department or VFC vehicles in compliance with department policies and regulations.

Liability for damage suffered to VFC-owned apparatus or equipment assigned to emergency incidents rests with the VFC.

The VFC shall obtain and maintain automotive insurance coverage for VFC owned apparatus and enforce safe driving practices and policies at all times.

Privately owned vehicles being operated by Volunteers responding to emergencies are not covered by any department automotive insurance.

Volunteers are subject to all laws regarding the operation of motor vehicles in the State of California.

3.23 Volunteer Subpoena and Deposition

Any subpoena to be served upon a VFF for fire service related items must first be processed through the Fire Prevention Bureau.

3.24 Purchase or Donation of Emergency Equipment

Prior to the purchase of any emergency warning light, siren, new or replacement fire or rescue equipment from VFC funds, excluding standard replacement items and miscellaneous supplies, the Battalion Chief is to be notified in writing of such intent so that approval will be obtained from the Division Chief, Fleet Manager and the Fire Chief or designee.

No donated fire/rescue equipment is to be placed in service until approved by the Fire Chief or designee. All equipment must meet department standards.

3.25 Storage or Relocation of VFC Equipment

Placement or storage of VFC purchased or donated equipment in the fire station will be coordinated through the Career Captain. Station use and storage space needs require that approval and planning occur before such equipment is brought to the station. Once such equipment is placed or stored in its approved place (including on specific apparatus), no Career Employee or VFF shall relocate said equipment without consulting the appropriate VFC Captain.

In the event a VFC has difficulties during specific time frames covering certain apparatus that carries specialized rescue tools/equipment, the VFC at its option, may elect and is encouraged to allow certain tools/equipment to be temporarily loaned/placed on other covered apparatus at the station until the VFC responded apparatus can routinely be covered.

3.26 County Acceptance of Volunteer Equipment

Requests for donation or purchase of any volunteer equipment by the County must be submitted for approval, to the Fire Chief, in writing through channels, with clear description of each item.

3.27 Hepatitis B Vaccinations

All VFF's will be offered, at department expense, the Hepatitis-B Vaccination. This will consist of a series of 3 vaccinations over a specified time period.

If the VFF elects not to receive the vaccinations, they may respond to Emergency Medical Calls after completing the minimum training specified in this SOP manual and by submitting the Hepatitis-B Certification form, declining the vaccination.

The department highly encourages all personnel to receive this vaccination series.

3.28 Chaplain Program

The purpose of the departments Chaplain Program is to utilize qualified individuals to provide ministry support designed to meet the physical, emotional, and spiritual needs of department personnel and/or their families.

The Chaplain shall serve independently, non-denominationally and without compromise of personally held beliefs and convictions.

The Chaplain does not take the place of the family minister, nor does the Chaplain promote doctrinal distinctive to his or her particular church, except by specific request of the person (s) involved.

The roster of department Chaplain's shall be listed in the departments' Emergency Resource Directory (ERD).

3.29 Injury and Accident Reporting Procedures

The following lists procedures for reporting VFF injuries, vehicle accidents, damage to county property or the property of others, and incidents involving potential department liability. Contact the County Finance Officer for the most current accident reporting forms referenced by these procedures.

3.30 VFF Injuries

Supervisors (Career Captain/Battalion Chief) Responsibilities:

Report the injury or illness IMMEDIATELY to the ECC (or IC if at an incident). If necessary, provide first aid or medical treatment.

Follow current department accident reporting and documentation policy.

3.31 Vehicle Collision Reporting Procedures, Department Owned Vehicles

The following procedures will be used to report all vehicle collisions involving department vehicles and VFF vehicles, when used to conduct department business:

- All vehicle collisions regardless of damage or dollar amount will be reported to the ECC immediately. The ECC will promptly notify the covering Battalion Chief and Duty Chief immediately.
- Following the collision, the VFF will complete the current "Field Report of Accident/Damage". Be sure to obtain the names, addresses, and telephone numbers of all parties in the collision.
- Submit the "Field Report of Accident/Damage" to the covering Battalion Chief, via the career station. This report should be submitted within 24 hours. The covering Battalion Chief will make the appropriate departmental notifications.
- Do not discuss the accident with anyone other than the investigating officer, your supervisor, authorized department officials or the county's insurance adjuster.

Career Captains Responsibilities

Within 24 hours of the accident, complete the Accident Investigation Report (Form S-1A) and submit it and the Field Report of Accident/Damage (Form S-1) to the department Head. Note: If the VFF is not capable of completing the Field Report of Accident/Damage (Form S-1) within 24 hours of the accident, then the VFF's supervisor should complete the report and send it to the County Finance Officer.

Other Property Damage

All other incidents resulting in damage of county property or the property of others should be reported to the County Finance Officer as soon as possible utilizing the Field Report of Accident/Damage (S-1) and Accident Investigation Report (Form S-1A).

3.32 Return to Duty Injuries/Illness

If injured or seriously ill, the VFF must notify the department as soon as possible of the injury occurrence. A VFF must have a written statement from a qualified physician certifying fitness and health for return to duty.

The injured Volunteer Firefighter will provide to the Career Captain the written documentation. The VFF Stress Statements (attachment 8.30, 8.31 and 8.32) will be the basis for the physician to make his/her determination on the VFF meeting medical requirements and having the ability to resume emergency duties.

The VFF must seek Career Captain approval prior to returning to duty from an injury/illness. The Career Captain will assure that all appropriate clearance has been granted. This will include an authorized return to duty clearance, approval from the County Finance Officer, and, if needed, approval from the Battalion Chief. There is no "limited/light" duty status for Volunteer Fire Fighters.

3.33 Public Event Liability Policy

When a VFC holds a public event or fundraiser on property not owned by Butte County and no food is served, a one day (or for the duration of the event) liability insurance policy is required to be purchased to cover the VFC, VFC board members, Butte County and the property owner from liability. The insurance policy shall be for a minimum of \$1,000,000.

When a VFC holds a public event or fundraiser on property owned by Butte County and no food is served, there is not a need to purchase an additional liability insurance policy.

When a VFC holds a public event or fundraiser where food is served to the public either on county property or on property not owned by Butte County, a one day (or for the duration of the event) liability insurance policy is required to be purchased to cover the VFC, VFC board members, Butte County and the property owner from liability. The insurance policy shall be for a minimum of \$1,000,000.

The Butte County Health Department (phone # 538-7581) also requires a permit for any event serving food to the public. The permit must be applied for at least four weeks prior to the events start date.

Public events include car washes, serving meals to the public, festivals, fairs etc. All VFC's planning an event must notify their Career Captain of the event. The Career Captain will notify the Battalion Chief who in turn will notify the Division Chief and Fire Chief.

3.34 Duty Statements

Duty statements have been developed for the below VFF ranks and are located in chapter 8, attachments.

- Support Responder, attachment 8.37
- EMS Responder, attachment 8.38
- Full Responder, attachment 8.39
- Operator, attachment 8.40
- Engineer, attachment 8.41
- Lieutenant, attachment 8.42
- Captain, attachment 8.43
- Volunteer Liaison Officer, attachment 8.44

Discipline and Grievances

Chapter 4

4.1 Personnel Discipline

As a public safety organization, there are established rules of conduct, which apply to all VFF's. These rules are based on the minimum acceptable standards of good behavior.

Each VFF should become familiar with the rules of conduct. Provisions are established so that any member who violates the rules of conduct may be subject to Disciplinary Action.

The purpose of disciplinary action is to correct behavior and performance issues within the department. Since we provide an essential service to our citizens and we are entrusted with their lives and property, it is essential that we operate within these parameters of behavior and performance.

VFF's are an important part of our combination fire department. By definition, VFF's are considered to be "at will" and the department may terminate a VFF at any time. However, it is the goal of the department to correct a VFF's behavior when he or she violates the minimum acceptable standards of good behavior and when possible, retain the VFF as a member in good standing in the department.

4.2 Rules of Conduct

Each VFF is expected to understand and follow the Employee/VFF Rules of Conduct, which is to be included in the application packet given to perspective new volunteers. Each VFF will sign, date, and return the form along with the volunteer application. The signed form will be kept in the VFF's file with the County Finance Officer. The following is a non-inclusive list.

The Employee/VFF Rules of Conduct are as follows:

1. Possession of firearms, nonlethal chemical agents, or any deadly weapon by department personnel is forbidden on State/County property.
2. The use of intoxicating beverages or dangerous and restricted drugs during work or standby time, or appearing on the job or at stations under the influence, will be considered grounds for immediate Disciplinary Action.
3. Intoxicating beverages and dangerous or restricted drugs will not be brought into State/County barracks, offices, or buildings, nor carried in department vehicles.

4. All personnel residing in barracks are expected to conduct themselves in a manner that recognizes their responsibility for common courtesy and consideration to others that share the facility. Everyone is expected to be appropriately quiet after lights out.
5. Employees and VFF's are expected to meet grooming and uniform standards and present a neat, clean, well-groomed appearance at all times. Occasional dirty work is not an excuse for lack of personal cleanliness.
6. Buildings and grounds will be kept neat, clean, and attractive at all times.
7. State/County property must be used properly and accounted for. Employees and VFF's have a personal responsibility in the use and care of tools and equipment. Tools will be cleaned and returned to their proper places after use.
8. Lawful orders of supervisors will be obeyed promptly.
9. Both male and female employees and VFF's will be accorded socially acceptable privacy in both barracks and field environments. Employees and VFF's will always respect the rights and privacy of others. This will include:
 - Separate use of restrooms or shower facilities;
 - Appropriate attire for sleeping, exercising, changing into safety clothing or other regular activities where the regular uniform is not required; and
 - In areas where both men and women are present, nudity will not be permitted.
10. Interpersonal relationships during work and standby time are expected to conform to accepted standards of professional conduct free from sexual harassment or displays of affection.
11. The use of vulgarity, sexually suggestive comments or gestures, whether intended to be offensive or not, the display of explicit obscene photographs, pictures or posters or the use of any audio/visual equipment to produce such vulgarity will not be permitted.

VFC members shall:

- Maintain courtesy to the public, coworkers and other agencies.
- Avoid arguments at emergency scenes.
- Refrain from horseplay during VFC operations.

- Perform their duties without undue discussion.
- Do their best to complete all VFC operations in a professional manner.
- Comply with reasonable directions and orders from appropriate supervisors of the department and VFC officers.
- Not misuse department or VFC equipment, supplies or funds.
- Comply with department safety rules and regulations.
- Comply with the adopted VFC by-laws.
- Comply with the Volunteer Standard Operating Procedures Manual.
- Comply with the departments Operations Manual.
- VFF's shall not initiate written or verbal contact with public or elected officials in regards to internal department issues without department approval.

In addition, a member is subject to Disciplinary Action for any of the following violations:

- Fraud in securing appointment
- Incompetency during duty
- Inefficiency during duty
- Inexcusable neglect of duty
- Insubordination during duty
- Dishonesty during duty
- Drunkenness on duty
- Intemperance
- Use of illegal narcotics or habit-forming drugs, or inappropriate use of prescription drugs while in the course of duty.
- Inexcusable absence without leave
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude.

- A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or misdemeanor (depending on the offense) any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- Immorality
- Discourteous treatment of any member of the department (career or volunteer) or member of the public
- Improper political activity during duty
- Willful disobedience during duty
- Misuse of State or County property
- Taking advantage of the position to achieve personal or private gain
- Conduct either in the course of duty or outside the course of duty which is of such a nature that it cause discredit to his/her VFC membership or the department
- Unlawful discrimination, including harassment, on the basis of race, color, religion, sex, ancestry/ethnicity, national origin, age, disability, gender, sexual orientation or preference, political affiliation, marital status, native language, medical condition, pregnancy or other characteristics which may from time to time be specified in applicable laws and regulations against any member of the department (career or volunteer) or member of the public while acting in the capacity of a volunteer firefighter
- Retaliation against any member of the department (career or volunteer) or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General or any other appropriate authority, any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto

4.3 Sexual Harassment/Discrimination

All Employees and VFF's shall adhere to a standard of conduct that respects all people they come in contact with during the course of their employment or other activities related to work. Unprofessional, disrespectful behavior will not be tolerated.

All employees, VFF's and representatives shall adhere to the following established policies. Failure to adhere to these policies is unacceptable and will result in serious consequences to the individuals involved and for the department.

Non Discrimination

VFC personnel procedures ensure all hiring, working conditions, training, promoting, compensation, benefits, transfers, and layoffs will be administered fairly to all applicants and VFF's regardless of race, color, religion, sex, ancestry/ethnicity, national origin, age, disability, gender, sexual orientation or preference, political affiliation, marital status, native language, medical condition, pregnancy or other characteristics which may from time to time be specified in applicable laws and regulations.

Personnel decisions motivated by prejudice or by factors not related to the requirements of the job have no place in the department or VFC's personnel practices.

All decisions related to personnel policies and practices in such areas as recruitment, testing, selection, placement, employee and VFF development, training, and advancement shall be made on the basis of merit. Any action by an individual counter to this policy is unacceptable.

No person will be:

- (1) excluded from participation in,
- (2) denied the benefits of, or
- (3) be subjected to discrimination,

because of race, color, religion, sex, ancestry/ethnicity, national origin, age, disability, gender, sexual orientation or preference, political affiliation, marital status, native language, medical condition, pregnancy or other characteristics which may from time to time be specified in applicable laws and regulations.

The department has a zero tolerance policy for discriminatory behavior or practices. All employees and VFF's shall maintain a work environment free from discrimination.

All career and volunteer supervisors are each personally responsible for setting the tone for a discrimination/harassment-free work place, by personal example, communication, and understanding.

All VFF's are responsible to ensure they are aware of this policy and understand what constitutes discrimination and sexual harassment. Career and VFC supervisors must take appropriate measure whenever they witness, hear about, or reasonably should have known that such conduct may be occurring.

An employee and/or VFF who witnesses an incident of discrimination or harassment has the responsibility to report it to the appropriate supervisor or an outside agency, i.e., the supervisor having responsibility for the work-site or work-related service being provided (see 4.14 and 4.15).

Employees and VFF's who violate anti-discriminatory laws, rules or policies, or knowingly or negligently allow unchecked violation of these, will be subject to disciplinary action up to and including dismissal.

4.4 Prohibiting Discrimination Based on Sexual Harassment

Definition of Sexual Harassment

Sexual harassment is a form of discrimination that deprives its victim of equal employment opportunities. It is against federal and state law for any employee or VFF to sexually harass another.

This includes permanent staff members, contractors, seasonal employees, VFF's, committee members, other governmental employees, vendors, or members of the public encountered during or because of work.

Sexual harassment may be overt or subtle. Some behavior that may be tolerated in social setting is not appropriate in the workplace. Sexual harassment complaints may be substantiated by the complainant's perception of the situation, if the conduct is sexually based.

Sexual harassment includes unsolicited and unwelcome sexually based behavior when:

- Submission or toleration of the behavior is either explicitly or implicitly understood as a term or condition of employment.
- Submission (or rejection) by an employee or VFF is used as a basis for any employment decision, or:
- Conduct creates a work environment that a reasonable person would find to be intimidating or hostile by interfering with the ability to work or maintain his or her emotional well-being.

Sexual harassment may take different forms including (but certainly not limited to) the following:

Verbal

- Sexual innuendoes, suggestive comments, profanity, wolf whistling, jokes of a sexual nature, sexual propositions, threats.

Visual

- Sexually suggestive objects, pictures, cartoons, graphic commentaries, or leering and obscene gestures.

Physical

- Unwanted physical contact like touching, pinching, brushing against someone, assault, and sexual contact.

Other

- Sexual advances which are unwanted. This may include those situations that started in a reciprocal manner but are terminated by one or the other party.
- Actions or omissions affecting terms/conditions of employment (e.g. shift changes) for sexually based reasons. This may include situations where a third person is affected by treatment of less favorably because others have acquiesced to sexual advances.
- Implying or actually withholding support for appointment, promotion, transfer or changes in assignment based upon non-job relevant issues.
- Suggesting that a poor performance report will be prepared if requests for sexual favors are not met.
- Making threats of reprisal or actual reprisal, after meeting with a negative response to harassing behavior, such as initiating a rejection on probation or Disciplinary Action based upon non-job relevant issues.

4.5 Prohibiting Discrimination Based on Pregnancy

A woman affected by pregnancy and related conditions must be treated the same as other applicants, employees and VFF's on the basis of ability to work and perform the essential duties of the classification.

A woman cannot be fired or refused a job or promotion solely on the basis of being pregnant. Any action by any individual counter to this policy is unacceptable.

To ensure equitable, fair treatment of a woman who is pregnant and/or is temporarily disabled from performing the duties of her classification and current assignment, contact the department Administrative Division Chief for technical assistance on resolving individual issues in compliance with federal and state laws and rules.

4.6 Prohibiting Discrimination Based on Disability

A disabled person shall be treated the same as other applicants, employees and VFF's on the basis of ability to work and perform the essential duties of the classification.

Decisions regarding personnel policies and practices will be made on the basis of the disabled applicant's or employee/VFF's ability to perform the essential functions of a particular job (with or without reasonable accommodation).

Evaluation of requests for reasonable accommodation shall be considered on a case-by-case basis, in the context of the needs of the individual making the request, as well as the essential duties of the particular position for which the accommodation is being requested.

4.7 Non Retaliation

No employee or VFF shall be retaliated against for filing and/or opposing an EEO violation. Nor shall the employee or VFF be retaliated against for participating in an EEO investigation either as a complainant, respondent or witness.

Retaliation in any form against anyone who complains about discrimination or sexual harassment is absolutely forbidden.

4.8 Unprofessional Behavior

The department has **zero tolerance** for employees or VFF's who instigate or participate in practical jokes, hazing, use demeaning terms (such as "Babe" or "Honey"), abusive or profane language, gestures, or actions that have the effect of creating a hostile, unprofessional, and/or disruptive work environment and working relationships. The effect of any such incidents will be determined by the reactions of the recipient rather than the intention of the perpetrator.

These activities are not necessarily discriminatory by law, but are unprofessional and inappropriate and violate department Rules of Conduct and this policy section. Employers have moral and organizational reasons as well as legal incentives to address and correct such conduct at its earliest stages.

4.9 Workplace Violence

Zero Tolerance Standard

The department does not tolerate any type of workplace violence committed by or against any Career or VFF staff. Career and VFF staff are prohibited from making threats or engaging in violent activities.

The list of Zero Tolerance behaviors with regard to threats and/or violence shall include, but not be limited to, the following proactive measures and/or prohibited behaviors:

- No person shall engage, or be allowed to engage, in violent conduct or make threats of violence, implied, actual, direct, or indirect, or cause actual physical injury to another person at a department workplace or in connection with the conduct of department business.
- Violations occurring between two or more VFC members during business meetings or VFC activities will be referred to the VFC Captain for action.
- All threatening comments, remarks or violent behavior, implied, actual, direct or indirect at any county location or at any location where county business is being conducted are to be taken seriously, and are never to be dismissed and are to be reported immediately to the VFC Captain the Career Captain.
- Supervisors shall take the necessary steps to ensure the incident is immediately reported to the appropriate Battalion Chief.
- Any aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging department property or property of another.
- Being in possession of an unauthorized firearm or illegal knife while on department property or while on department business.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situation must be reported immediately to a supervisor.

4.10 Disciplinary Procedures

The purpose of discipline is to provide an orderly environment in the department. Since we provide an essential service to people, and are entrusted with their lives and property, it is essential that we operate within these parameters of behavior and performance.

On occasion VFF's will operate outside of this good order in violation of the rules. It is the purpose of the department to correct the behavior and retain the VFF as a member in good standing with the department.

The department or the VFC officers may initiate Disciplinary Action. The VFC has the primary responsibility for its members and to enforce its own by-laws and this manual.

As a form of encouraging internal VFC supervision, the Career Captain is encouraged to have the VFC initiate Disciplinary Action by presenting the department policy violation(s) to the appropriate VFC officer.

When a VFC officer or career supervisor determines that the facts surrounding an infraction of policy or rules warrant disciplinary action, that action should be initiated as soon as possible so as to minimize time between offense and the prescribed corrective action. The severity of the infraction will dictate what course of corrective action will be initiated.

4.11 Types of Disciplinary Action

Informal Disciplinary Action:

Informal disciplinary action is defined as Corrective Interviews and Letters of Warning. They are generally the first step of corrective actions taken when the VFF's behavior or performance is unacceptable. However as specified in section 4.1, VFF's are considered to be "at will" and the department may terminate a VFF at any time.

Before VFF's can change undesirable behavior, they must be advised that their present behavior or performance is unacceptable, and they must be advised as to what is expected of them.

Informal actions such as Corrective Interviews or Letters of Warning are used to inform VFF's of the accepted standards as well as unacceptable behavior or performance.

Because actions such as these are not classified as formal disciplinary actions, they are not filed with the Battalion Chief. However, these actions may be used later as supporting documentation (maintained at the station level) for a formal corrective action.

The career supervisor or VFC officer may initiate informal disciplinary action. In the case of a career supervisor issuing informal disciplinary action, it must be reviewed with and signed by the VFF with copies forwarded to the VFC Captain.

The process leading to informal disciplinary action should be started within 15 calendar days of the violation and the VFF should be served informal disciplinary action within 45 calendar days of the violation or the supervisor being made aware of the violation. The VFF has 15 calendar days after being served informal adverse action to attach a written appeal letter to the informal adverse action letter.

All informal and formal adverse action shall be documented on attachment 8.28, Notice of Disciplinary Action.

Reasons for Informal Disciplinary Action: (Corrective Interview)

- Failure to complete training in prescribed time frame
- Failure to attend training drills
- Failure to respond to incidents
- Failure to follow safety procedures
- Minor infractions of Standard Operating Procedures

Reasons for Informal Disciplinary Action: (Letter of Warning)

- Repeat of infraction requiring previous corrective interview
- Negligent use of department equipment
- Insubordination to a VFC member or career staff

Formal Disciplinary Action:

Formal disciplinary actions include suspension, demotion or termination. Formal disciplinary actions are usually taken following a serious infraction of rules or standards or after repetitions of lesser infractions. However as specified in section 4.1, VFF's are considered to be "at will" and the department may terminate a VFF at any time. Upon request, the VFF should be given access to the material developed in support of the action within 15 working days.

The process leading to formal disciplinary action should be started within 15 calendar days of the violation and the VFF should be served formal disciplinary action within 45 calendar days of the violation or the supervisor being made aware of the violation. The VFF has 15 calendar days after being served formal adverse action to appeal the action in writing to the appropriate Division Chief (suspensions) or Fire Chief (terminations). Any decision based on the appeal is final.

The Battalion Chief will initiate all formal action.

Reasons for Formal Action: (Suspension, Formal Dismissal)

- Repeated infraction of rules that required previous Letter of Warning.
- Serious safety violations.
- Responding while under the influence of intoxicants.
- Unauthorized operation of department equipment.
- Use of influence as being a VFF.

During probationary status, the battalion chief may terminate any PVFF without cause.

Delegation of Authority to Take Disciplinary Action

<u>Procedure</u>	<u>Conducting Supervisor</u>
Corrective Interview.....	VFC Captain or Career Officer
Letter of Warning.....	VFC Captain or Career Officer
Suspension	Battalion Chief
Appeal.....	Division Chief
Dismissal	Division Chief
Appeal.....	Fire Chief

Copies of informal and formal disciplinary actions are retained at the career station level for a period of three (3) years.

4.12 Suspension and Termination

During period of suspension or termination, the VFF will return all department and company owned items and equipment. The equipment is to be collected by the Career Captain as outlined below.

When a VFF is suspended, the Career Captain will:

Collect all PPE. Items to be collected include:

- Badge
- ID card
- Company purchased uniforms
- Vehicle ID placard
- PPE
- Radio pager, charger and case
- Keys
- Items not returned will be referred to law enforcement for collection and possible criminal prosecution
- VFF badges and pagers should be retained by or collected by the VFC captain
- The County Finance Officer will remove the suspended VFF from the active roster
- PPE should be retained and secured at the station level until the VFF has served their suspension or is no longer a member

When a VFF terminates, the Career Captain will:

- Receive the safety gear from the VFF
- Assume the responsibility for the inventory and cleaning of the PPE
- Verify the serial numbers of the safety gear from the loan slip, which was sent to the station when the gear was issued
- Return the safety gear, along with a copy of the original loan slip to the Biggs Fire Station within fourteen (14) calendar days

4.13 Immediate Operational Disciplinary Action

In the event a VFF's action or inaction will jeopardize the health and/or safety of any firefighter or citizen during any operational activity (e.g., emergency incident, vehicle operations, training, etc.), the immediate supervisor may order the member to cease his/her participation.

In the event the operational violation is of such a nature that it would be unacceptable or inappropriate to allow the member to continue responding to emergency incidents, an appropriate VFC or department supervisor may place the member on immediate temporary leave from active or responding duty until the incident can be investigated. The VFC Captain, Career Captain and Battalion Chief will all be made aware of Immediate Operational Disciplinary Action.

4.14 Grievance and Complaints

The department will utilize a formal process for an individual VFF to address any grievances/complaints. The purpose of a formal grievance process is to provide a means to resolve issues that cannot be resolved by informal means. The process allows all parties to the issue an opportunity to be heard and ensures that a reasonable resolution is attained.

Procedure

The following procedures will be utilized should a VFF have a grievance/complaint.

Informal

VFF to discuss and attempt to resolve grievance/complaint with immediate VFC Captain and/or Career Captain.

If not resolved, the issue is to be discussed with the Battalion Chief or his/her designee, as appropriate.

Formal

If the issue cannot be resolved in the informal process, the VFF may address his/her grievance/complaint to the VLO by utilizing a written format (attachment 8.29, Grievance, Harassment and Discrimination Complaint Form). The VLO will notify the Battalion Chief of the formal complaint.

Upon receipt of the grievance/complaint, the VLO and Battalion Chief will research the issue and respond to the VFF in writing as to his/her findings and decision within fifteen (15) calendar days.

If the VFF does not agree with the decision of the VLO and Battalion Chief, he/she may forward his/her grievance/complaint to the Fire Chief within five (5) calendar days. The Fire Chief will assign the appropriate Division Chief to review the issue and to formulate a response. The Fire Chief's decision will be final and will be rendered within (15) calendar days (unless a mutually acceptable extension is agreed to).

It is the intent of this policy that all grievances/complaints be settled at the lowest possible level.

4.15 Harassment or Discrimination Complaints

For complaints related to instances of harassment or discrimination, the complainant may exercise any of the following options. It is recommended that resolution be sought at the lowest possible level.

Informal

Meet with his/her VFC Captain, VLO, Career Captain, Battalion Chief or Division Chief as appropriate to discuss the problem and resolve the complaint at the lowest possible level, see attachment 8.29, Grievance, Harassment and Discrimination Complaint Form.

Contact the Administrative Division Chief to arrange for a conference with a department EEO counselor.

Formal

- File a formal complaint with the Fire Chief.
- File a formal complaint with the Department of Fair Employment and Housing.
- File a formal complaint with the Equal Employment Opportunity Commission.

Note: if the complainant chooses to follow one or more of the informal options he/she does not lose this right to file a formal complaint.

Training Requirements

Chapter 5

5.1 General

All VFF's within the Butte County Fire Department shall utilize the department's standardized certification and training program for VFF certification(s).

5.2 Minimum Training Drills

During a VFF's first year of appointment they are considered a Probationary Volunteer Fire Fighter (PVFF). During this probationary period the PVFF must complete all required training. Failure to complete the minimum required training will result in termination.

A VFF shall complete a minimum of 32 hours of training annually to maintain active status. The VFC Captain should assist the VFF in making up missed training by affording the opportunity to train with surrounding volunteer companies (attachment 8.9, Annual Training Schedule) or the career station if they are available.

All VFF's shall attend and participate in all scheduled training sessions. Only the illness of the VFF or members of his/her immediate family, absence from the area or specific employment commitments may be a reasonable excuse for absence from training sessions. VFF's shall attend a minimum of sixteen (16) regular drills per calendar year and a minimum of four (4) drills per quarter.

Emergency incident responses and vehicle maintenance will not be considered as meeting the required minimum monthly training.

VFF attendance at all VFC drills and incident response will be tracked on attachment 8.25, Monthly Participation Report.

The following Disciplinary Action will be taken for failure to meet the training drill requirements during any calendar year (the department reserves the right to terminate immediately as specified in section 4.1):

First Quarter Failure:	No Disciplinary Action, Notification to volunteer only.
Second Quarter Failure:	Letter of Warning.
Third Quarter Failure:	Termination from Volunteer Firefighter status

It is the responsibility of the VFC, through the VFC's elected officers, to enforce these procedures. The Career Captain shall ensure that this procedure is followed.

5.3 Annual Skills Testing

VFF's are required to perform annual skills testing. Skills testing is a check of the perishable skills required for each VFF to maintain proficiency. The skills sheet (attachment 8.10, Annual Skills Testing) shall be completed annually and prior to fire season by each VFF.

5.4 Training and Reimbursement

VFF's shall be trained to the standards outlined in this manual prior to responding to any calls or driving any fire apparatus. The Training and Safety Bureau will maintain all VFF training records. VFF's shall provide copies of all training certifications to the Training Bureau for their training file.

Prior to a new VFF responding to any calls or riding on fire apparatus, or current volunteers promoting to operator or engineer, the Training and Safety Bureau must confirm all required training has been completed and certification copies of all required training is in the VFF's training file. Approval will be given in writing from the Training and Safety Bureau Battalion Chief prior to VFF's responding to calls and operating fire apparatus.

All VFF's are required to maintain all required certifications and to attend and complete mandatory refresher training. When a VFF falls out of compliance with required training, the VFF cannot respond to any calls until compliance is met. The VFF's PPE, pager, badge, etc. shall be collected by the Career Captain.

The VFF will have 60 days to regain compliance with expired mandatory training certifications. Failure to regain compliance within 60 days will result in termination. If a VFF's defensive driver card expires, the VFF shall not operate department vehicles until compliance is met. Continued failure to maintain all required certifications will result in termination.

The following Disciplinary Action will be taken for failure to maintain mandatory training requirements (the department reserves the right to terminate immediately as specified in section 4.1):

- Failure to maintain required certifications: VFF cannot respond to calls, letter of Warning.
- Failure to achieve required delinquent certification(s) 60 days after expiration will result in termination from Volunteer Firefighter status.

It is the responsibility of the VFC, through the VFC's elected officers, to enforce these procedures. The Career Captain shall ensure that this procedure is followed.

Monthly Company Training Drills

Each VFC is required to conduct a minimum of 2 regularly scheduled training drills per month. Each drill will be a minimum of 2 hours long. These drills are designed to maintain mandatory refresher training (such as Communicable Disease, CPR EMS and HazMat FRO) and improve or maintain incident skills of each individual (such as ropes & knots, ladders, SCBA's, fire shelters, etc. or to conduct company drills such as forward lay, reverse lay, basic structure attack, wildland hose lays, etc. or to conduct multi-company drills). Each drill will be reimbursed with a half-day training reimbursement. The primary objective of the regularly scheduled drills is skills maintenance.

Non-Mandatory Training Courses

Each year the Department and the Butte County Training Officers Association offer numerous training courses. These courses include ICS classes, CSFM Level 1 and Level 2 courses, CSFM FSTEP courses, and specialty courses in hazardous materials, fire prevention, fire investigation, structural fire control, wildland fire control, transportation emergencies, EMS and rescue.

Training Reimbursement

VFF's will receive a training reimbursement for attending mandatory training, mandatory re-certification training, and bi-monthly drills. Non mandatory training courses may also be reimbursable with the approval of the Training and Safety Bureau Chief. For a VFF to receive reimbursement for any training (mandatory or non-mandatory), the VFF must provide evidence of successfully course completion.

Attachment 8.26 (Training Request Form) must be submitted and approved (prior to the course starting) for a VFF to get reimbursed for non-mandatory training. Reimbursement is not available for any EMS courses above the Public Safety First Aid level.

Reimbursements will be either half-day class or full-day class increments. A half day is generally defined as 4 hours or less and a full day as being more than 4 hours. A half-day training reimbursement is \$9.00 and a full day training reimbursement is \$18.00.

If mandatory and/or refresher training is conducted as part of one of the two monthly drills, no additional reimbursement is authorized for this training.

Course registration fees, college fees, books and materials, and any other related expenses incurred for training may also be reimbursed (attachment 8.26, Training Request Form). Original receipts are required for this process.

Normally, there is no out of pocket expense incurred as the Department is either invoiced or assumes expenses for mandatory training.

5.5 Minimum Mandatory Training Requirements PRIOR To Response

New applicants of the Department must attend mandatory training classes and VFC drills. Prior to emergency response, the applicant must complete the minimum training requirements for the level of response they want to achieve. Additional training requirements are also required as an enhancement.

Applicable Standards and Reference Materials

The applicable state and federal laws and regulations for the minimum training requirements outlined in this manual are located in attachment 8.46, Minimum Training Requirements. The minimum training requirement also reference Department Policy, NFPA and IFSTA Essentials 5th Edition.

5.6 Support Responder

As a Support Responder, you will assist the department with a variety of duties including: prevention and education programs, fundraising activities, company administrative assignments, station maintenance and assist with structure fire rehab, structure fire incident accountability and traffic control.

Not all support members are capable of completing all of the above duties. Each support responder should be evaluated so they are not utilized beyond their capabilities.

- Support Responders do not need to be fit tested
- Appropriate PPE will be issued after successful completion of the Support Module
- Support Responders cannot respond to emergency incidents on fire apparatus

Training Requirements:

History / Organizational Structure	Lecture
Station Orientation	Lecture
Firefighter Safety	Lecture
Accountability Policy	Lecture
Private Vehicle Operations	Lecture
Radio Use / Communications	Lecture
Seatbelts, Chock Blocks, Backing Signals	Lecture
Volunteer SOP Manual Orientation, Levels of Response & Training Requirements	Lecture
Fire Line Hazards (3 Stripes Your Out)	Lecture
Traffic Control	Lecture
Rules of Conduct	Lecture
IIPP Program	Lecture
Heat Injury Prevention Policy	Lecture
Hearing Protection	Lecture

EEO	Lecture
Injury and Accident Reporting	Lecture
Swift Water Awareness (must turn in test)	Self-Paced
ICS-100 (must turn in certification)	Self-Paced
NIMS-700 (must turn in certification)	Self-Paced
HazMat FRO (16 hour)	Lecture
Confined Space Awareness	Lecture

5.7 EMS (Emergency Medical Service) Responder

As an EMS responder you will respond to medical aid calls from your residence in your personnel vehicle. EMS responders can respond to traffic collisions and perform medical care to patients out of the vehicle only. EMS responders will also perform support responder duties.

Not all EMS members are capable of completing all of the above duties. Each EMS responder should be evaluated so they are not utilized beyond their capabilities.

- EMS Responders do not need to be fit tested
- EMS Responders do not have to complete the Support Module prior to attending this course **but cannot respond to any calls until the Support Module has been completed**
- EMS Responders cannot respond to emergency incidents on fire apparatus
- Appropriate PPE will only be issued after successful completion of the Support Module

Training Requirements:

Support Responder qualified	Completed Support Module
Public Safety First Aid Module, 1, 2, 3, 5 and 6	Lecture and Practical
Communicable Disease	Lecture
Public Safety First Aid Module 4 CPR / AED (8 hours)	Lecture and Practical
Documentation / Patient Care Reports	Lecture
SIDS	Lecture
Child / Elder Abuse	Lecture
Hepatitis B Inoculation Options	Lecture
CAL FIRE Burn Policy	Lecture
P100 Mask Fit Testing	Practical

5.8 Full Responder (Full Firefighter Duties)

As a full responder you will respond to fires, medical incidents, traffic collisions, floods, technical rescues, public assist, and other types of emergencies requiring a response from trained individuals. You will respond in your personal vehicle or on fire apparatus.

- VFF is required to be fit tested
- VFF is required to complete the Support and EMS Modules prior to attending the Wildland and Structure modules
- VFF's cannot perform any duties above Support and EMS responder until they successfully complete both the Structure and Wildland modules
- Full PPE will be issued only after successful completion of the Support and EMS Module and approximately 4 weeks prior to the wildland module starting. The wildland module must be completed prior to the structure module.

Training Requirements (Wildland Module)

Support and EMS responder qualified	Complete Support and EMS Modules
Firefighter Preparedness	Lecture
Wildland PPE	Lecture and Practical
Fire Hose and Appliances	Lecture and Practical
Wildland Hand Tools/Line Construction	Lecture and Practical
Fire Shelters	Lecture and Practical
Resource Identification	Lecture
10's/18's/LCES/Common Denominators	Lecture
Tactics and Strategy	Lecture
Mop Up and Patrol	Lecture
Mobile Attack	Lecture and Practical
Hose Lays	Lecture and Practical
Using a Structure as Refuge	Lecture
Avoiding Fire Entrapment	Lecture
Air Tanker Drop Safety	Lecture and Practical
Working with Inmates	Lecture
Back Fire Torch	Lecture and Practical
Fusee as a Firing Tool	Lecture and Practical
Firefighter Safety and Survival	Lecture
S-130 Field Day	Practical
S-212 Power Saw Safety Class	Lecture
S-190, Introduction to Fire Behavior (must turn in all 3 module certifications)	Self-Paced
L-180/S-130, Human Factors on the Fire Line/Wildland FF Training (must turn in all 12 module certifications)	Self-Paced

Training Requirements (Structure Module)

Support and EMS responder qualified	Complete Support and EMS Modules
Wildland Module Completed	
Mission and Organization	Lecture
PPE - Structure Gear	Lecture and Practical
SCBA	Lecture and Practical
Fire Behavior	Lecture
Fire Hose	Lecture and Practical
Fire Streams	Lecture and Practical
Ladders	Lecture and Practical
Salvage and Overhaul	Lecture
Lifting and Hoisting	Lecture
Building Construction	Lecture
Forcible Entry	Lecture
Ventilation	Lecture and Practical (Fire Control 3)
Rescue	Lecture and Practical (Fire Control 3)
Fire Control	Lecture and Practical
Fire Protection Systems	Lecture
Fire Extinguishers	Lecture
Water Supply	Lecture
Firefighter Health and Safety	Lecture
2 in 2 out	Lecture
Fire Control 3 / Burn Building	Practical (Burn Building)

5.9 Utility Vehicle Operator

As a Utility Vehicle Operator you will drive a department utility vehicle performing support type functions. This certification is also required to tow a Breathing Support and respond to fires and rescues per the department's Standard Response Plan.

Utility Vehicle Operators must possess a valid "Class C or above license with endorsements depending on the vehicles weight and have been a volunteer for a minimum of 1 year.

Utility Vehicle Operators must be full responders unless their purpose is to drive a utility vehicle and tow and operate a Breathing Support.

Training Requirement:

Support, EMS and Firefighter qualified (Unless purpose is to operate a Breathing Support)	Complete support, EMS and Firefighter Modules
EVOC / Defensive driving	Lecture and Practical
NIMS-800	Self-Paced
Task Book Completion	See 5.22

5.10 Water Tender Operator

As a Water Tender Operator you will drive/operate a water tender and respond to fires and incidents per the department's Standard Response Plan as well as perform support and EMS responder duties.

Water Tender Operators must possess a valid Commercial Class B license with endorsements and have been a volunteer for a minimum of 1 year.

- Water Tender Operators do not need to be fit tested unless they are full responders
- Appropriate PPE will be issued only after successful completion of the Support, EMS and Wildland Module

Training Requirement:

Support and EMS responder qualified	Complete Support and EMS Modules
EVOG / Defensive Driving	Lecture and Practical
Basic Pump Operations	Lecture and Practical
Water Tender Class	Lecture and Practical
Wildland Module	Lecture and Practical
*Basic Structure Fire Awareness	Lecture and Practical
NIMS-800	Self-Paced
Task Book Completion	See 5.22

* Not required to complete if VFF is a full responder

5.11 Squad/Rescue Operator

As a Squad/Rescue Operator you will drive/operate a squad or rescue and respond to fires, medical incidents, traffic collisions, and public assist per the department's Standard Response Plan.

Squad/rescue operators must possess a valid "Class C (Commercial Class B license for vehicles with a GVWR over 26,000 lbs) license with endorsements depending on the type of equipment being operated and have been a volunteer for a minimum of 1 year.

Training Requirement:

Support, EMS and Firefighter qualified	Complete Support, EMS and Firefighter Modules
EVOC / Defensive Driving	Lecture and Practical
Incident Management	Lecture
NIMS-800	Self-Paced
Vehicle Extrication I	Lecture and Practical
Basic Pump Operations (pumps only)	Lecture and Practical
LARRO (rescue operators only)	Lecture and Practical
Task Book Completion	See 5.22

5.12 Engine Operator

As an Engine Operator you will drive/operate a fire engine and respond to fires, medical incidents, and public assist per the department's Standard Response Plan.

Engine operators must possess a minimum of a valid Commercial Class B license with endorsements and have been a volunteer for a minimum of 1 year.

- Volunteer companies that have volunteers that want to be engine operators but do not have a squad or rescue in their company must meet the training requirements to operate a squad/rescue prior to becoming an engine operator.

Training Requirement:

Support, EMS and Firefighter qualified	Complete Support, EMS and Firefighter Modules
Squad/rescue Qualified	
Basic Pump Operations	Lecture and Practical
Task Book Completion	See 5.22

5.13 Breathing Support Operator

As a Breathing Support Operator you will drive/operate a breathing support and respond to fires and rescues per the department's Standard Response Plan as well as perform support and EMS responder duties.

Depending on the type of Breathing Support vehicle the operator must possess a minimum of a valid "Class C (Commercial Class B license for vehicles with a GVWR over 26,000 lbs) with endorsements and have been a volunteer for a minimum of 1 year.

- Breathing Support Operator does not need to be fit tested unless they are full responders
- Appropriate PPE will be issued only after successful completion of the Support and EMS Module

Training Requirement:

Support and EMS responder qualified	Complete Support and EMS Modules
Utility Vehicle Operator Qualified	Qualified to operate a Utility Vehicle depending on the type of Breathing Support (Utility and Trailer)
EVOC / Defensive Driving	Lecture and Practical
*Basic Structure Fire Awareness	Lecture and Practical
NIMS-800	(Self-Paced)
Specialized Equipment Training	Cascade System and Electrical System (Responsible Station)
Task Book Completion	See 5.22

* Not required to repeat if VFF is a full responder.

5.14 Volunteer Lieutenant

The Volunteer Lieutenant works under the direction and supervision of the Company Captain. Duties and responsibilities may vary dependent upon geographic location and type of equipment involved.

Volunteer Lieutenants must have been a volunteer in good standing with the department for a minimum of 2 consecutive years.

Volunteer Lieutenants are strongly encouraged to be equipment operators.

Training Requirement:

Support, EMS, firefighter qualified	Complete support, EMS and firefighter Modules
Leadership for Volunteers	Complete within first year of appointment

5.15 Volunteer Captain

As the Volunteer Captain you will supervise Volunteer Lieutenants and the day to day volunteer company operations and maintain a good cooperative working relationship between the volunteer company, Career Captain and Battalion Chief.

Volunteer Captains must have been a volunteer in good standing with the department for a minimum of 3 consecutive years.

Volunteer Captains are strongly encouraged to be equipment operators.

Training Requirement:

Support, EMS, firefighter qualified	Complete support, EMS and firefighter Modules
Leadership for Volunteers	Complete within first year of appointment

5.16 Training Module Waiver

The mandatory training requirements contained within the support, EMS, structure and wildland module's may be waived by the Training and Safety Bureau Battalion Chief if the applicant possesses specific certifications, valid mandatory training certifications and/or has current or past fire service experience.

Below is the minimum required training and experience to waive attendance in the support, EMS, structure and wildland modules.

- If an applicant has completed an approved CSFM FFI Academy within the past 3 years
- or
- If an applicant possesses a CSFM FFI certificate issued within the last 4 years
- or
- If an applicant possesses a CAL FIRE Basic Firefighter certification and has worked at least 1 fire season with CAL FIRE within the last 3 years
- or
- If an applicant was a previous department VFF in good standing that separated within the past 2 year and had previously completed the Basic Skills and Safety course
- and
- Can provide all of the below certifications that would be obtained if the VFF attended the modules.

Support Module

- ICS-100 certificate
- NIMS-700 certificate
- HazMat First Responder Operational (must be 16 hour IAFF, CSTI or CAL FIRE certification)
- EEO certification
- Confined Space Awareness
- Swift Water Awareness

EMS Module

- Public Safety First Aid or higher (must be CCR Title 22 compliant)
- Communicable Disease certificate
- Public Safety CPR/AED (must be CCR Title 22 compliant)

Wildland Module

- S-130 or CAL FIRE Basic Firefighter Certificate
- S-212 Power Saw Safety Classroom
- CAL FIRE Firefighter Safety Survival
- L-180 Human Factors
- S-190 certificate

Structure Module

- Fire Control 3 or Burn Building

Proof of completion will be possession of valid certificates and certifications.

5.17 Course Retakes

Applicants are required to attend and successfully pass the support, EMS and firefighter modules depending on the level of VFF response desired. When individuals fail a module, they will be allowed a one-time opportunity to retake and pass the missed category(ies), prior to the next module being offered. This re-test must be completed within 30 days of the completion of the module and will be administrated by the Training and Safety Bureau. If they fail the one-time retest, they must re-take the entire course again. Individuals will not receive a training reimbursement until they are successful in completing the module. Modules will only be reimbursed one time.

5.18 Respiratory Protection Program

All full responder VFF's shall maintain compliance with the department's Respiratory Protection Program (RPP). VFF's are required to complete both a Spirometry Test and Respiratory Fit Test annually and prior to December 31 of each year.

When a VFF fails to complete the RPP process by December 31 of each year, the VFF cannot respond to any calls as a full responder until RPP compliance is met.

The VFF will be demoted to a support responder, EMS responder, or water tender/breathing support operator (which ever rank is most appropriate and does not require fit testing). The VFF's full responder PPE will be collected by the career captain and only the appropriate PPE for the level of response will be retained by the VFF.

The following Disciplinary Action will be taken for failure to meet the RPP requirements by December 31 of each year (the department reserves the right to terminate immediately as specified in section 4.1):

January 1: Letter of Warning and demotion to a support responder, EMS responder, or water tender/breathing support operator (which ever rank is most appropriate and does not require fit testing) and full responder PPE will be collected.

It is the responsibility of the VFC, through the VFC's elected officers, to enforce these procedures. The Career Captain shall ensure that this procedure is followed.

CAL FIRE employees that can provide a current CAL FIRE Fit Test card that is current for the winter period between fire seasons does not need to repeat the county RPP process. The Fit Test card must be turned into the Fit Test Coordinator.

5.19 Personnel Protective Equipment

PPE will not be issued to new VFF's immediately after their application is approved. See section 6.17, Issuance of Personnel Protective Equipment.

5.20 Technical Rescue Team Qualifications (Full Responders Only)

Full VFF responders have the opportunity to become a member of the departments technical rescue team. The team offers the opportunity for VFF's to be training in high and low angle rescue, swift water rescue and dive accident rescue techniques.

Full responder firefighters can also assist the technical rescue team on incidents involving Low Angle Rope Rescue Operations, Confined Space Rescue, Building Collapse and Water Rescue to the level of training the VFF is trained to.

Technical Rescue Team Training Requirements

VFF's would be required to complete specific training requirements based on the desired technical rescue team function. Some of the required courses are: Low Angle Rope Rescue Operations, Rescue Systems 1, Confined Space Rescue Operations, River and Flood Rescue Operations and Technician, River and Flood Rescue Boat Technician.

5.21 Emergency Vehicle Operations

VFF's can only operate equipment for which he/she has a current California Driver's License with endorsements (except for drivers training with a student driving permit, see 5.23), current defensive driving card and has attended EVOC. This includes operator trainees driving with an instructor code 2 or code 3.

All of the requirements that must be completed prior to driving department fire apparatus are contained within the Driver/Operator Task Book. The Task Book must be completed and sent to the Training and Safety Bureau for approval prior to new operators being certified to operate department fire apparatus. See 5.22.

Water Tender

Training:

- Complete support, EMS and wildland module
- Completion of the driver/operator task book

Squad/Rescue/Utility

Training:

- Completion of the support, EMS and firefighter modules
- Completion of the driver/operator task book

Engine

Training:

- Completion of the support, EMS and firefighter modules
- Completion of the driver/operator task book

Breathing Support

Training:

- Completion of the support and EMS module
- Completion of the driver/operator task book

5.22 Position Task Book

The Butte County Fire Department's (BCFD) Position Task Book (PTB) has been developed for and must be completed for all Driver/Operator positions. Each PTB lists the competencies and tasks required for successful vehicle operations. VFF's must be observed completing all tasks and show knowledge and competency in their performance during the completion of the PTB.

VFF's are evaluated during this process by qualified evaluators (career and Volunteer), and the VFF's performance is documented in the PTB for each task by the evaluator's signature and date of completion.

VFF's can only be evaluated by career company officers and/or volunteer operators/engineers qualified by the department to operate the vehicle the VFF is training to operate.

Task Book Initiation

Once a VFF has been a department VFF in good standing for a minimum of 1 year and has completed all of the required module training and classes to operate the desired department vehicle, the VFC Captain (with the concurrence of the Career Captain and Battalion Chief) can request the Training & Safety Bureau Battalion Chief to initiate and provide a Driver/Operator Task Book for the VFF.

Once the Driver/Operator Task Book has been initiated, the Task Book will be returned to the VFC Captain and the VFF can start operating department vehicles as a trainee.

VFF's cannot operate department vehicles prior to Task Book initiation.

Task Book tasks signed off prior to the Task Book being initiated by the Training & Safety Bureau Battalion Chief are not valid.

Once the Task Book is completed and the VFC Captain and Career Captain both support the VFF operating department vehicles as an operator/engineer, the task book is sent to the respective Battalion Chief for approval. The Battalion Chief will forward the approved task book to the Training and Safety Bureau for final signature and filing in the VFF's training file.

5.23 Driver's License Requirements

As of January 1, 2011, California Vehicle Code section 12804.11(a) changed. Based on the changes, below are the driver's license requirements to operate department vehicles.

Class C License

A Class C License with firefighter endorsement is required to operate department vehicles (typically utility vehicles and light squads) meeting the below requirements.

- 2-axle vehicle with a GVWR of 26,000 lbs. or less
- 3-axle vehicle weighing 6,000 lbs. or less gross

Commercial Class B License

A Commercial Class B License with endorsements is required to operate department vehicles (typically water tenders, engines and rescues) meeting the below requirements.

- single vehicle with a GVWR of more than 26,000 lbs.
- 3-axle vehicle weighing over 6,000 lbs.

VFF's currently holding a Commercial Class B License are required to take the firefighter endorsement written test in the Training and Safety Bureau and be issued a DL-88 (firefighter endorsement card). The DL-88 is required to be carried with the VFF's license.

Class B License, Firefighter Restricted

If the VFF currently have a Class B Firefighter Restricted License with endorsements, it will remain valid until the VFF has to renew the license. When the VFF renews their license, DMV will require the VFF to get a Commercial Class B License. The VFF will be required to take all the Commercial Class B License tests. The VFF will not be required to take the drive test.

The Class B Firefighter Restricted License allows firefighters to operate department vehicles (typically water tenders, engines and rescues) meeting the below requirements.

- Only a Class B defined single firefighting vehicle
- All the vehicles listed under Class C.

VFF's currently holding a Class B Firefighter Restricted License are not required to take the firefighter endorsement written test. The firefighter endorsement will automatically be added to your license by DMV.

New Applicant for a Class B Commercial Driver's License

Below is the process for obtaining a Commercial Class B driver's license with applicable endorsements.

- A VFF must be a member in good standing with the department and have completed the 16 hour CSFM Basic Emergency Vehicle Operations Course or the CSFM 40 hour Driver/Operator 1A course. Once the training is complete, the department will provide the VFF with a Firefighter Employment and Training Verification form on department letterhead.
- Obtain a current DMV Commercial Drivers handbook and application at any DMV field office.
- VFF must complete a full DMV physical (DL-51A)
- VFF needs to apply for a Commercial Class B License and take the appropriate written exams for the air brake, tank, and firefighter endorsements. Student may also choose to apply for HazMat, HazMat bulk and passenger endorsements, if so desired. When applying for the license, provide DMV a copy of the Firefighter Employment and Training Verification form and DL-51A.

- Upon passing the written exam the student will receive a student driving permit. The student driving permit allows students to drive department vehicles with another fully qualified career or VFF engineer or operator with a valid California class A or B driver's License in order to train for the DMV driving test. Students must have attended EVOG, possess a current defensive driving card and possess a valid California Commercial class B student driving permit to drive department vehicles for drivers training purposes.
- When the student feels he/she is prepared for the drive exam, the student must contact the VFC Captain who will notify the Career Captain and contact the Training and Safety Bureau to set up the test date with the CAL FIRE designated drive test examiner. The exam can only be taken with a CAL FIRE examiner or DMV Staff. Please give the examiner 2-4 weeks to schedule an appointment.
- Prior to making an appointment for the DMV drive test, the VFF must have 12 hours of documented drive time (documented on an IIPP6). The hours consist of 8 hours of daytime driving, 2 hours of nighttime driving and 2 hours of off road driving.

The drive test consists of three sections:

- Pre-trip inspection
- Skills
- Road test

The test criterion is approved by DMV on an annual basis. No other test criteria will be allowed or used unless the student chooses to take the drive test through a DMV field office.

- After successfully completing the drive test, the student will be issued a DMV form DL-170 Certificate of Driving Skill by the DMV examiner. The student will be instructed as to what steps will be needed to complete the DL-170. In most cases additional signatures will be needed on the DL-170.
- After the DL-170 has been fully completed, the student submits the form to the DMV field office and receives a temporary driver's license.
- Copies of all test documents will be kept on file at the Training and Safety Bureau office.

All VFF Driver/Operators must maintain a current California Driver's License with endorsements and physical for the type of vehicle being operated.

5.24 Drivers License Check Procedures

VFF's will immediately notify their volunteer Captain and Career Captain of any changes in the status their driver's license.

The Training and Safety Bureau Battalion Chief is responsible to see that a driver's license check is completed prior to allowing any individual to drive any county or company owned equipment. A driver's license recheck may be made at any time necessary, and at a minimum each time a VFF is certified to drive a department vehicle.

The driver's license check will list all traffic law violations and accidents. Drivers who have a history of two or more moving violations and/or accidents within a three year period will not be permitted to drive department fire apparatus.

All VFF's are required to be enrolled in DMV's Pull Notice Program. The Division Chief will notify the Battalion Chief if there are any problems with the validity of the VFF's driver's license.

5.25 Mandatory Training Requirements Based on Desired Level of Response within 1 Year of Application Approval

Support Module, 32 hours plus self-paced homework

Including:

- ICS-100, Introduction to ICS
 - NIM-700, Introduction to NIMS
 - EEO
 - HazMat First Responder Operational (16 hour course)
 - Confined Space Awareness
 - Swift Water Awareness
- (Reimbursement varies. Certificate/roster required for reimbursement)

EMS Module, 32 hours

Including:

- Public Safety First Aid Modules 1, 2, 3, 5, and 6
 - Communicable Disease
 - Public Safety First Aid Module 4, CPR/AED (8 hour course)
- (Reimbursement varies. Certificate/roster required for reimbursement)

Wildland Module, 32 hours plus self-paced homework

Including:

- S-212 classroom
 - Wildland Firefighter Survival
 - S-190 Introduction to Fire Behavior
 - S-130 Basic Firefighter Classroom & Field Day
 - L-180, Human Factors
- (Reimbursement varies. Certificate/roster required for reimbursement)

Structure Module, 40 hours

Including:

- Fire Control 3/Burn Building

(Reimbursement varies. Certificate/roster required for reimbursement)

The following Disciplinary Actions will be taken for failure to meet the above qualifications or desired level of response within one year of application approval (the department reserves the right to terminate immediately):

After 1 year: Termination from Volunteer Firefighter status (unless courses have not been offered for VFF to attend. In this case the VFF must attend the next offered course). Failure to attend the next available course will result in termination.

It is the responsibility of the VFC, through the VFC's elected officers, to enforce these procedures. The Career Captain shall ensure that this procedure is followed.

5.26 Mandatory Training Requirements Within 2 Year's (Full Responder Only)

Vehicle Extrication Level I, 16 hour classroom

(2 full-day training reimbursements. Certificate/roster required for reimbursement)

The following Disciplinary Action will be taken for failure to meet the above qualifications or desired level of response within one year of application approval:

After 2 years: Termination from Volunteer Firefighter status (unless courses have not been offered for VFF to attend. In this case the VFF must attend the next offered course). Failure to attend the next available course will result in termination.

It is the responsibility of the VFC, through the VFC's elected officers, to enforce these procedures. The Career Captain shall ensure that this procedure is followed.

5.27 Mandatory Re-certification and Refresher Training

Based on the VFF's level of response, the following mandatory topics and certifications must be attended by all VFF's prior to certification expiration.

CPR, 4 hour classroom

(Half-day training reimbursement)

Send copy of the student roster(s) to the Training and Safety Bureau. Card will be issued.

Re-certification required every 2 years

PSFA, 5 modules every 2 years within 6 month of each other
(Half-day training reimbursement per module)

Send copy of the student roster to the Training and Safety Bureau. Card will be issued.

Re-certification required every 2 years.

EMT's and First Responders also re-certify every 2 years but are required to have 24 hours of Continuing Education hours.

EEO, 2 hour classroom

(Half-day training reimbursement)

Send copy of the student roster to the Training and Safety Bureau. Certificate will be issued.

Re-certification required every 2 years

Communicable Diseases, 2 hour classroom or self-paced

(Half-day training reimbursement)

Send copy of the student roster to the Training and Safety Bureau. CE certificate will be issued.

Re-certification required annually.

Hazardous Materials, First Responder Operations, 8 hour classroom or self-paced

(1 full day training reimbursement)

Send copy of the student roster(s) to the Training and Safety Bureau. Certificate will be issued.

Re-certification required annually.

Defensive Driving, 4 hour classroom or online

(Half-day training reimbursement)

Send copy of the student roster to the Training and Safety Bureau. Card will be issued.

Re-certification required every 4 years for all VFF's operating vehicles.

Sawyer Certification, Tree Falling and Rescue-Ventilation, 8-16 hours

(Reimbursement varies)

Send copy of the student roster to the Training and Safety Bureau. Card will be issued.

Re-certification required every 3 years for all VFF's operating power saws.

SCBA Fit Testing and SPIRO

Conducted by a qualified fit tester. No additional reimbursement.

Re-certification required every year prior to December 31.

5.28 Non Mandatory Training Courses

Below are additional non-mandatory training courses offered by the Training and Safety Bureau available to full responders only.

These programs teach specialized rescue techniques.

- Vehicle Extrication Level II, 8 hours
- Vehicle Extrication Level III, 16 hours
- River and Flood Rescue Operations
- River and Flood Rescue Technician
- River and Flood Rescue Boat Technician
- Confined Space Rescue Operations
- Low Angle Rope Rescue Operations
- Rescue Systems I
- Trench Rescue

5.29 Code of Conduct for Training Courses and Monthly Company Drills

Dress Code

Appropriate dress for class is required. Acceptable dress includes authorized department uniforms, casual clothing suitable for office wear or the course instructor may dictate the most suitable attire for the course.

Unacceptable dress includes shorts, shirts or blouses without collars, tank tops or halter tops. Your clothing should not be stained, or soiled. You may not wear sandals or flip-flops. Your clothing should not express a political opinion or attitude contrary to the public safety codes or ethics.

Caps and unacceptable items of clothing will not be worn in the classroom. If you are engaged in activities that may soil clothing, wear attire that is appropriate for the situation. tee shirts, shorts, sweats, may be worn for physical fitness training.

Language

Loud or obscene language will not be tolerated.

Electronic Devices

Please turn off cell phones and pagers during training courses. There will be ample opportunity to use them during your breaks and lunch.

Grooming Standards

VFF's shall be in compliance with the departments grooming standards during all training courses. This includes clean shaven for full responders.

Absence or Tardiness

VFF's are expected to be on time to scheduled training courses and drills. VFF's who will be late or not attending training courses and drills need to place a courtesy call to the volunteer captain or Lieutenant and explain the situation.

Not showing up or showing up late to training courses and drills without calling is considered an unexcused absence and is unacceptable, and the drill will not count towards your required training drills and no reimbursement will be received.

5.30 Certifications

When possible, courses offered through the Training and Safety Bureau will meet Fire Service Training and Education Program (FSTEP), California Fire Service Training and Education System (CFSTES), National Wildland Coordinating Group (NWCG) or other certifying curriculum. Haz-Mat courses are approved through the California State Training Institute (CSTI), International Association of Fire Firefighters (IAFF), or California Department of Forestry and Fire Protection (CAL FIRE). Some classes are CAL FIRE/BCFD approved. Appropriate certificates will be issued upon the completion of each class.

5.31 Multi Company Drills

The Training and Safety Bureau will publish a monthly training drill calendar and multi company drill schedule. The drill calendar will consist of 4 (one per week) training topics covering Fire Control, EMS and Rescue/Other.

Also included will be two to three multi company drills covering training topics previously covered in the month. VFF's are welcome to train on the monthly training topics and will be invited to participate in all multi company drills.

5.32 Training Course Certificates

When a VFF completes a training class and they are provided a certificate for the training, the Training & Safety Bureau needs a copy of the certificate forwarded to the Training and Safety Bureau for the VFF's training file. If you complete a training class in the unit and the Training & Safety Bureau provides you with the certificate, we have already made a copy of the certificate and put it in your file prior to giving you the certificate.

5.33 Training and Emergency Response Rosters

All training courses, drills and emergency response will be recorded on the three-part Training and Emergency Response Roster. This form is used as a reimbursement and attendance record for all volunteer activities.

As an option, the department Train Tracker program can be used by VFC's, as a supplemental training database. However, in all cases the Training and Emergency Response Roster must be completed.

5.34 Support of Training Drills

Career staff will directly support VFC's by attending and participating at company training and drills.

Each career fire station is assigned to support at least one VFC.

Support will include attending and instructing VFF training drills and assisting with drill preparation (obtaining audio/visual equipment, reserving training grounds, checking out props and video's, making copies, etc.) for all company training sessions and training drills, unless excused by the duty Battalion Chief, or an emergency response precludes or interrupts attendance.

Career fire stations will provide supervision, instructions, and/or support for all training exercises and drills.

Below is the career stations assigned volunteer fire companies:

<u>Career Station</u>	<u>Volunteer Fire Company</u>
FS11	Assist with Company 24
FS13	Company 12
FS17	Assist with Company 12/33
FS22	Company 21
FS23	Company 24
FS33	Company 33
FS35	Assist with Company 33
FS36	Company 37 and assist with Company 67
FS41	Assist with Company 42
FS42	Company 42
FS44	Company 26 and assist with Company 42
FS45	Company 25/45
FS51	Company 52
FS54	Assist with company 52/64
FS55	Company 55
FS62	Company 61
FS63	Company 67 and assist with Company 64
FS64	Company 64
FS71	Company 71
FS72	Assist with Company 64
FS73	Assist with Company 74
FS74	Company 74

Battalion Chiefs shall attend at least two drills per year per assigned volunteer fire company. Division Chiefs shall attend one drill per year for each of their assigned VFC's.

5.35 Annual Training Calendar

Prior to December 1, the Training & Safety Bureau will provide 12 mandatory training topics to be covered annually by each VFC. The VFC Captain and Career Captain will coordinate the other 12 training topics to be covered annually.

Each VFC shall provide a copy of their VFC's annual training schedule to the Training and Safety Bureau by January 1.

5.36 Station Level Training

VFCs may establish a training coordinator position. Each VFC Training Coordinator shall work with the Career Captain, as well as the Vol. Lieutenant or Vol. Captain to develop on-going training programs. The VFC membership shall identify appropriate monthly training days/nights so that all active members have the opportunity to attend scheduled training.

A VFC operator/engineer Lieutenant or Captain will normally supervise VFC training drills in the absence of the Career Captain. The VFC Training Coordinator will be selected annually by the Volunteer Captain.

5.37 Station Level Instructors

Volunteer firefighter instructors for station level training must be approved by the Career Captain. Career Captains will, whenever possible, utilize these qualified volunteer firefighters to instruct various portions of the volunteer firefighter training curriculum. This will allow them to retain their basic firefighter techniques as well as allow them to take part in the development of the VFC.

5.38 Volunteer Training Cadre Instructors

The Training and Safety Bureau may utilize qualified volunteer firefighters to teach or assist with various Department training programs as part of the Volunteer Training Cadre. The Training and Safety Bureau may also recommend the appointment of a Volunteer Lieutenant or Volunteer Captain position within the Training and Safety Bureau to assist with various tasks.

5.39 Tail Gate Safety Topics (TGST)

The Training and Safety Bureau routinely sends out Tail Gate Safety Topics as well as near miss reports, NIOSH Firefighter Fatality Reports and CAL FIRE Blue, Green, Red sheets and other firefighter near miss or fatality investigation reports.

These documents are provided to all of our career and volunteer firefighters so we can learn from other peoples mistakes and hopefully prevent such an incident or injury from happening within our department.

Each VFC shall establish a consistent way for each VFC members to read the provided information.

Operations

Chapter 6

6.1 General Operations

General operations (or administrative operations) of a VFC are those items which must be conducted according to applicable department policy, as identified in this manual and appropriate sections of the department's policy manual.

6.2 Supervision

The career station manager is responsible for the day to day operation of the career station. The station manager shall ensure all VFC members comply with the applicable rules and regulations of the department and this manual. The VFC Captain and/or Lieutenant may assist the Career Captain in supervision and implementation of operational policies and procedures.

In order to maintain a harmonious relationship, all station level officers (career and volunteer) shall maintain a free flowing system of two-way communications.

Concerns or questions over operational supervision not addressed in this manual should be directed to the appropriate Battalion Chief for clarification and procedure.

6.3 Station Practices and Procedures

The station manager shall be responsible for maintaining a clean, safe and professional fire station. The VFC officers will assist in ensuring that all members help to achieve and maintain this standard at all times.

Each staffed station will have a cover crew guide developed by the station manager. VFF's will reference this guide for standard cover procedures and/or the daily routine of station operations.

The VFC secretary will maintain a current name, rank and phone roster of the VFC in the cover crew guide. All items contained in the guide that relate to the volunteer program must comply with the requirements of this manual.

All VFC operators will be instructed in the proper procedures of completing PCR forms, FC-33's, daily equipment checkout lists, including SCBA's, AED's and making entries in the station log book.

At unstaffed stations, the VFC Captain or Lieutenant or designee shall supervise station operations when the Career Captain is not present. The VFC officers shall forward to the Career Captain all appropriate monthly reports and requisition requests.

During training exercises, the Career Captain or designee shall be the supervising officer. The ranking VFC member shall assist as needed or supervise in the absence of the Career Captain.

All VFF's will follow department policy when answering the station phone. All VFF's will be taught the proper procedures for using fire department radios and the correct use of clear-text. The Career Captain may consult with the VFC Captain to determine which officers should be taught the proper use of the fire station computer.

VFF's will be instructed in appropriate station security measures, including the proper manner to gain access to the station and securing the premises before leaving the station. Engineers and operators will be issued appropriate keys.

6.4 Additional Staffing on Career Fire Apparatus

With the approval of the VFC Captain and Career Captain, an active VFF in good standing is permitted and encouraged to sleep at the fire station and provide additional staffing on the career fire apparatus whenever reasonable. The VFC Captain and Career Captain will develop guidelines for VFF's to sleep at the fire station. See section 6.23 for staffing reimbursement.

Hours spent and calls responded to while riding on the career fire apparatus do not count towards the VFF's minimum hours and calls requirements (see section 6.8).

6.5 Inspection and Maintenance of Emergency Equipment

General condition inspections will be required at least twice each month by the VFC. All department and VFC owned vehicles that respond to incidents will be maintained according to CAL FIRE 6805 Mobile Equipment Maintenance Procedures.

All of these vehicles must have a 6805 Maintenance Book in the vehicle with all inspections and maintenance documented and up to date. Units that do not meet this criteria will be placed out of service and shall remain out of service until brought into compliance with policy. Operators/engineers operating department vehicles that are out of compliance with the department's maintenance policies will face Disciplinary Action.

All VFF's are required to participate in general maintenance and inspections, in accordance with policy. A specific inspection program shall be established by the VFC membership. VFC's shall maintain a current inventory for all fire apparatus.

6.6 Crew Assignments

Prior to the start of any VFC training or meeting event, emergency response vehicle crew assignments will be made, based on those members prepared to respond during the event. This shall be done to get safety gear on-board, reduce emergency response delays and reduce private vehicle responses. The seating capacity of apparatus shall be determined by the number of seat belts, as installed by the apparatus manufacture.

6.7 Emergency Vehicle Coverage Program

VFC's are strongly encouraged to adopt internal goals and procedures that strive to obtain regular and routine day, night, weekend and holiday coverage of apparatus typically covered and responded by the VFC. A designated VFC officer will be the primary supervisor of the coverage program and schedule.

6.8 Minimum VFF Hours and Emergency Response

The primary purpose of VFC's is to serve and protect the citizens of each community, as well as the citizens of Butte County. Each VFC member shall be required to respond to a minimum of 5 calls or perform 5 hours of documented service (attachment 8.25, Monthly Participation Report) or any combination of responses and or hours per calendar month. Normally scheduled training drills do not count towards the 5 hours of documented service. Attachment 8.25 will be completed and retained at the station level.

The following Disciplinary Action will be taken for failure to maintain 5 calls and/or 5 hours or service per month during a calendar year (the department reserves the right to terminate immediately as specified in section 4.1):

1 st month:	Verbal Warning
2 nd month:	letter of Warning.
3 rd month:	Termination from VFF status.

It is the responsibility of the VFC, through the VFC's elected officers, to enforce these procedures. The Career Captain shall ensure that this procedure is followed.

6.9 General Safety Practices

Members are required to conduct all operations in a manner consistent with good safety practices. All VFF's are required to follow and enforce department safety policies during all operations and to be considered an example to others.

6.10 Grooming Standards and Personal Hygiene

Due to the department's PPE requirements, the hazardous environment in which VFF's are required to operate and legal requirements, conservative grooming standards are required. VFF's will adhere to the following standards.

When a VFF is involved in any fire, emergency response or fire department function, the following grooming standards shall apply (attachment 8.22, Grooming Standards).

Hair will be in accordance with the following criteria:

- Neat, clean, trimmed and present a groomed appearance.
- Worn so that it does not extend below the bottom of the uniform shirt collar when the VFF is standing upright.
- Above the bottom of the ears, and not more than two inches in front of the ears, if combed over the ears.
- No lower on the forehead than the eyebrows, measured from the high point of the eyebrows, if styled or combed forward.
- Permitted to be in moderate natural style if it qualifies within the limits described; however, the maximum extension from the scalp shall not exceed two inches.
- Worn so as not to preclude the proper wearing and performance of the approved department safety helmet or the proper sealing of the face mask of the self-contained breathing apparatus.
- VFF's will be clean shaven; however, neatly trimmed sideburns and mustaches are permitted.
- Sideburns will not extend below the bottom of the earlobe and will end with a clean-shaven horizontal line. The maximum width at the bottom of the sideburns will not exceed one and one-half inches.
- Mustaches will not extend below the bottom of the upper lip, nor more than one-half inch beyond the corners of the mouth.

- Sideburns or mustaches which preclude the proper sealing of self-contained breathing apparatus face masks are not permitted.
- When on duty, the wearing of earrings or other head or facial ornaments is prohibited.
- The personal hygiene of each member must be that of a clean, professional, well-groomed representative of the department.

VFF's that are not required to be fit tested (Support, EMS, Water Tender and Breathing Support Operators only) are allowed to have neatly groomed facial hair. This is the only exception to the above policy.

6.11 VFF Uniform

The cost to purchase uniforms is the responsibility of the VFF. At the VFC's discretion, the VFC can reimburse the VFF for the cost of uniforms after the VFF has completed all required training and has completed probation.

VFF's, who elect to wear a uniform, will wear the standard uniform when performing department work or officially representing the department.

All department officers will strictly enforce uniform standards in order to foster esprit de corps, identification, and a professional image by all personnel.

Personnel wearing dirty, worn out or inappropriate combinations of uniform components will be immediately advised of such. A second violation of standards will be grounds for disciplinary action. Subsequent violations wearing the uniform for non-authorized purposes may be grounds for termination as a VFF. The standard uniform, or any components of it, shall not be worn outside of work/service activities.

The standard uniform does not substitute for any item of department or Cal/OSHA required PPE, such as wildland safety gear or full turnouts. All safety gear will continue to be worn as required or directed. No alterations and/or additions are to be made to safety clothing (i.e. no pins, badges, patches, etc. affixed to nomex shirts).

This policy does not preclude the option of any VFC adopting alternative tasteful identifying clothing for non-official functions such as fundraisers, fire service games, etc. These options include such things as company ball caps, polo shirts, tee shirts, etc.

VFF's shall only wear the approved VFC uniform while performing as a VFC member.

Any uniform item with a CAL FIRE logo shall not be worn while serving as a VFF. The only exception is the use of the CAL FIRE /BCFD Cooperative Logo on garments approved by the department.

The wearing of jewelry is discouraged. Any jewelry that is worn must be conservative and not constitute a safety hazard. Because of health and safety considerations, the wearing of body piercing jewelry is prohibited.

The use of contact lenses by fire-going personnel is prohibited during firefighting operations.

There are NO exceptions to the VFF uniform policy.

6.12 Work Response Uniform

T-Shirt – Dark Navy Blue

- Short or long sleeve
- Crew neck
- 100% heavyweight cotton (6.0 ounces or heavier)
- T-Shirt marking must conform to the department Standards (see 6.13 Below)
- Color must closely match Nomex IIIA shirt
- The long sleeve T-shirt shall not be worn with a short sleeve Nomex IIIA shirt

Uniform Shirt – Nomex IIIA

- Short or Long sleeve

Manufacturer Information:

	Male	Female
Flying Cross (Navy Blue):		
Short Sleeve	9800	9810
Long Sleeve	9820	9830

Workrite (Midnight Navy):

Short Sleeve	700MNX-45-MN	701MNX-45-MN
Long Sleeve	705MNX-45-MN	706MNX-45-MN

Uniform Trousers – Nomex IIIA

Manufacturer Information:

	Male	Female
Flying Cross (Navy blue):	98200	98250
Workrite (Midnight navy):	400NX75	401NX75
	402NX75 (full cut)	Not Available

Belt

- Black leather
- Basket weave
- Square style buckle with center bar
- Silver-finish buckle

Manufacturer Information:

Chambers

6050-001 (1 ½")

7050-001 (1 ¾")

Socks

- Black
- Fine weave
- Plain (without patterns or figures)
- Any color socks with approved footwear, if not visible

Footwear

Shoes/Boots – Uniform style, high gloss plain toe shoes or boots will be worn for non-work official fire department functions. Cal/OSHA approved firefighter work boots will be worn for official fire department work.

Boots

- Black leather
- Lace-type work boot
- Vibram style deeply lugged soles and heels
- Minimum 8" high leather top
- Hard toe material (hard leather or similar)

Shoes

- Black
- Uniform Style
- High Gloss
- Plain Toe

Optional Uniform Items

Cap – Baseball Style

No pins or other items will be affixed to the cap.

- Dark navy blue (closely matching uniform)
- Wool blend or twill fabric
- Mid-crown (3-1½")
- Embroidery will state Butte County Fire Rescue with the scramble insignia and optional VFC name (see 6.14).

Manufacturer Information:

CaliFame (Navy)

KS10 (adjustable)

KS15 (Pro Fit)

Yupoong

5001V

Sweatshirt

- Blue (closely matching uniform trousers)
- Heavy weight, cotton/polyester fleece (9oz or heavier)
- Pullover, with half zipper
- Standup cadet collar
- The BCFD patch measuring 3 ½" across and 2 ¾" high will be sewn on the front, left breast of the garment where the badge would be worn

Or

- Embroidery will state Butte County Fire Rescue with the scramble insignia and optional VFC name (see 6.14).

Manufacturer Information:

Jerzees

4528M*

Sport-Tek

F253

Job Shirt

- Blue (loosely matching uniform trousers)
- Heavy weight cotton/polyester fleece
- Denim or canvas collar and elbow pads
- Pullover with half zipper
- The BCFD patch measuring 3 ½" across and 2 ¾" high will be sewn on the front, left breast of the garment where the badge would be worn.

Or

- Embroidery will state Butte County Fire Rescue with the scramble insignia (see 6.14)

Manufacturer Information:

"R" Heroes

805

Game Workwear

GAM-810

5.11 Tactical Series

72321

72321T (Tall)

Outerwear

- Navy (closely matching uniform trousers)
- Outerwear with available detachable hoods and insulated liners are authorized for wear
- Outerwear with available liners are **not approved** for wear without the exterior shell
- Outerwear with available "fur" collars are **not approved** for wear

Manufacturer Information:

5.11 Tactical Series	48001 (3-in-1) 48017 (5-in-1) 48026 (Big Horn) 48300 (Station)
Blauer	9300Z (All Weather) 9010Z* 9019Z* 9030*
Flying Cross	79130 (Spectrum Ultra Duty) 59130WP (Ultra Duty/Waterproof) 59130* 79140*
Workrite	320NX60 (Nomex IIIA – Bomber)

Or

- ANSI/ISEA 107-2004 class 3 compliant
- 2 inch reflective BUTTE COUNTY FIRE on the upper back of the jacket
- Reflective Material
- Outerwear with available detachable hoods and insulated liners are authorized for wear
- Outerwear with available liners are **not approved** for wear without the exterior shell
- Outerwear with available “fur” collars are **not approved** for wear

Manufacturer Information:

5.11 Tactical Series	48001 (3 in 1) JA514 (3 in 1) JA586
AW Direct	AW433X

Uniform Patches

- Butte County Fire Department patches worn on both sleeves with a VFC option to wear the approved VFC patch on the right sleeve in place of the Butte County Fire Department patch
- Centered 1” below shoulder seam on coats/jackets
- Centered ½” below shoulder seam on uniform shirts

Flag Pin

- United State Flag Pin
- Not to exceed ½" in size
- Worn centered 1" above name plate on any uniform shirt

Service Award Pin

- Any County Service Award Pin (e.g. Medal of Valor)
- Not to exceed ½" in size
- Worn centered 1" above name plate on any uniform shirt
- Worn to the left of the Flag Pin, if worn together

EMS Pin

- Metal emblem
- Not to exceed 1" in size
- Worn centered 1" above name plate on any uniform shirt

Name Plate

- Silver plastic (7/8" by 3-1/4" size)
- Engraved
- Black lettering
- First name and Last Name
- Volunteer Company Name (Kelly Ridge) below First and Last Name
- VFF Name: Times New Roman 26 point font
- Volunteer Company Name: Times New Roman 15.6 point font
- Silver Background
- Worn on uniform shirt

Collar Brass – VFF Purchased

Volunteers are authorized to wear collar brass to indicate their rank or equipment operator status. Collar brass will be silver in color, round button type measuring 15/16" and will be worn on each collar of the uniform shirt, in a manner as outlined in department policy. Collar Brass is only authorized to be worn on the approved uniform shirt.

The below ranks are authorized to wear collar brass:

Captain:



Lieutenant:



Engineer/operator:



Manufactured by Blackington
(Vendor: Uniforms Tuxedo's and More)

Collar brass will be applied to the uniform shirt in the following manor for all ranks.



Badge – Department Issued

- Worn centered 2" above left pocket on any uniform shirt

Badges will not be issued to a VFF until they have completed their probationary period. The VFC Captain will issue badges. Badges will only be worn on the approved uniform shirt and will not be worn on any other item of clothing or PPE (may not be worn on Nomex jackets). A VFF that retires from BCFD, after 5 years of active service, will be given their VFC badge with the rocker changed to indicate "Retired".



(Vendor: Entenmann-Rovin Co.)
(Badge 260 EF)

1ST Ribbon: Volunteer (This ribbon must be added to the badge. The example does not reflect this ribbon)

2nd Ribbon: Firefighter, Engineer, Lieutenant, Captain or Retired

3rd Ribbon: Butte County

Center: Butte County Seal

4TH Ribbon: Fire Department

Bottom: Badge Number

6.13 T-Shirt Specifications

A standard navy blue crew neck 100% cotton Tee shirt. The back logo will be large block white letters (except Fire is red) (the back silkscreen measures 12" wide and 9 ½" high) with the words "Butte County Fire Rescue" and the front logo will be a white "Maltese cross" (measuring 4" wide and 3.75" high) with "County" in the top segment, "Fire" in the bottom segment and "Butte County Fire" in the center. Each company is authorized to have their Company Name (i.e. 'Butte Valley') added above the Maltese Cross insignia and Company Number (i.e. 'Company 81') added below the Maltese Cross insignia.



(Vendor: Uniforms Tuxedo's and More)

Current T-shirts not meeting the above standards will have a wear out period through June 30, 2012

6.14 Embroidery Specifications



6.15 Identification

In order to assure the legitimacy of a VFF the department will issue each VFF a formal identification card and a private vehicle identification placard. These ID cards remain the property of the department and will be returned when a VFF is on suspension or terminates.

The formal ID card will include a picture ID of the VFF.

The private vehicle ID placard will be hung from the rear-view mirror at all times when at-scene of an incident. All previous forms of fire department ID (i.e. bumper stickers) will be removed.

ID cards will be issued to each VFF once a VFF is included on the active roster and has achieved a level of response (support, EMS, etc.).

6.16 Department Decals

Official CAL FIRE and BCFD decals shall not be placed on any private vehicle.

6.17 Issuance of Personnel Protective Equipment

PPE will not be issued to new VFF's immediately after their application is approved.

After a VFF completes the training requirements to achieve a level of response (support responder, etc.), a loan slip will be sent to the VFF from the Training and Safety Bureau Battalion Chief.

The loan slip must be taken to the Biggs Fire Station for PPE issuance. As additional levels of response are achieved, the appropriate PPE will be issued using the same process.

The Career Captain will make an appointment with the Biggs Fire Station for the new VFF to pick up his/her PPE.

When a new VFF is picking up their PPE, they must provide the loan slip issued by the Training and Safety Bureau to the Biggs Fire Station. No loan slip, no PPE. The Biggs Fire Station personnel issuing the PPE and the VFF must sign the loan slip. The original copy of the loan slip will stay at the Biggs Fire Station and filed. The center copy will be given to the VFF and the last copy will be sent to the fire station for the VFF's file.

The signed loan slip makes the VFF financially responsible for the issued PPE. VFF's will be issued the following PPE based on their level of response:

Support & EMS Responder

- 1 Structure Helmet with goggle and shroud
- 1 Nomex Jacket, County
- 1 Pair Wildland Gloves
- 1 OSHA Traffic Vest
- 1 EMS Fanny Pack (EMS Responders only)

Full Responder

- 1 Structure Helmet with goggle and shroud
- 1 Turnout Jacket
- 1 Turnout Pants w/suspenders
- 1 Nomex Hood
- 1 Pair Structure Gloves
- 1 Pair Turnout Boots
- 1 Flash Light
- 1 OSHA Traffic Vest
- 1 Accountability Tag
- 1 Wildland Helmet with goggle and shroud
- 1 Wildland Shirt, County
- 1 Wildland Pants
- 1 Web Gear
- 1 Pair Wildland Gloves
- 1 Fire Shelter

Breathing Support Operator (Not a Full Responder)

- 1 Structure Helmet with goggle and shroud
- 1 Nomex Jacket, County
- 1 Pair Wildland Gloves
- 1 OSHA Traffic Vest

Water Tender Operator (Not a Full Responder)

- 1 Wildland Helmet with goggle and shroud
- 1 Wildland Shirt, County
- 1 Wildland Pants
- 1 Web Gear
- 1 Pair Wildland Gloves
- 1 Fire Shelter
- 1 OSHA Traffic Vest

If all PPE items are not available, partial issuance will be made.

6.18 Care of Personal Protective Equipment

Each VFF must understand that PPE is a critical factor in protecting them. Therefore, they must be very diligent in keeping PPE clean, in-service, accounted for, and kept out of harmful environments (direct sunlight, hot dryer, bleach solutions, oils, etc.) PPE is very expensive and timely to replace. It is every VFF's personal responsibility to practice extreme care with their PPE.

Laundering of PPE should be done only at a fire station facility and in a PPE extractor. Extractors are strategically located throughout Butte County. PPE should not be put in a dryer unless using no heat (just air- "fluff"). All barriers of turnouts should be separated when washed. Gross contaminants should be rinsed off prior to laundering.

PPE should be hung out to dry, free of direct sunlight.

6.19 Replacement of Personal Protective Equipment

Replacement of lost, stolen or damaged safety gear will be handled in the usual manner. A STD-152 "Property Survey Report" and an F-72A "Material Requisition or Transfer" will be submitted through channels to the Career Captain.

Damaged gear must be produced before replacement by Biggs Fire Station will be made. In the event of stolen items, a police report will be required.

Any equipment that is lost, stolen, or damaged, due to the negligence of the VFF, may subject that VFF to pay its replacement cost.

In the event that equipment loss or damage has occurred, the Career Captain will prepare documentation and recommend the appropriate action for the Battalion Chief's review.

6.20 Helmet Identification

All VFF helmets will be identified in a standard format following department policy.

The helmet colors for all VFF's will be as follows:

- Yellow, VFF and VFF Lieutenant
- Red, VFF Captain

Effective with the approval of this manual revision, the rank of VFF Chief will be eliminated within the VFC's and will be replaced with the rank of VFF Captain.

6.21 PPE Identification

All PPE shall be marked per department policy.

6.22 Safe Practices and Personal Protective Equipment

Members shall only wear provided department approved protective clothing. When riding on apparatus, protective clothing shall be worn when en-route to any incident (unless a safety issue is present). Head and eye protection must be utilized by any crew member not in a fully enclosed cab. Use of seat belts is mandatory when a vehicle is in motion on public and private roadways.

Full VFF responders and water tender operators need to obtain black heavy-duty, lace-type work boots, with deeply lugged soles and heels (Vibram soles) and leather tops at least eight (8) inches in height. The toe of the boot should be of hard material to reduce potential toe injuries.

100% cotton underclothes shall be worn under protective clothing when engaged in firefighting activities. In addition, at least one layer of clothing must be worn under nomex protective clothing to provide a two layer protective system. The wearing of shorts under PPE is not acceptable.

The minimum personal protective equipment (PPE) required for specific types of incidents shall be as follows:

- Structure/vehicle/refuse fires: Full structure PPE with Self Contained Breathing Apparatus (SCBA).

- Hazardous Materials: Full structure PPE at a minimum with SCBA.
- Vegetation/Wildland: Full wildland PPE.
- T/C with Extrication: Full structure PPE.
- T/C with or without injuries: Full structure PPE.
- Medical aid: BCFD T-shirt or PPE, long pants, closed toe shoes with gloves, eye/nose/mouth protection.

The incident commander can allow responders to change into a cooler or lower level of PPE based on incident conditions.

6.23 Reimbursement and Compensation

The department will reimburse VFF's for transportation costs to and from incidents, drills, and training sessions. The Board of Supervisors will designate the amount of reimbursement. CAL FIRE may also pay volunteer Firefighters for work on State Responsibility Area wildland fires.

The County of Butte has authorized reimbursement to its VFF's for each incident that they respond to in their personal vehicle or training drill attended.

This reimbursement is to help reimburse the VFF's for their out of pocket costs incurred getting to and from incidents and drills. Each VFF is reimbursed once for each incident, drill, or training. Reimbursement will not be paid if the VFF does not attend a drill or emergency response.

The following is a list of activities that qualify for reimbursement:

- All VFC drills
- Monthly business meeting (2 hours must be organized training)
- All mandatory training
- All department-wide volunteer meetings
- Multi-company drills
- Any special drills (e.g. training fires and extrication classes).
- Emergency activity, including dispatch of VFF's to an emergency or cover assignments.

Riding on Career Fire Apparatus

VFF's are encouraged to ride along on the career fire apparatus to gain experience. However, since the VFF is not incurring any personal transportation costs while responding to calls on career fire apparatus the VFF will not receive any expense reimbursement.

Local Response Area Compensation

VFF's responding to calls in their personal vehicle will receive a \$7.50 expense reimbursement for each incident they respond to. VFF's shall sign the Training & Response Roster and report their time to the appropriate station personnel within 48 hours of incident occurrence.

VFF's will receive \$7.50 expense reimbursement per occurrence for coverage of VFC fire apparatus when dispatched to calls or directed by the Emergency Command Center.

VFF's will receive a \$9.00 expense reimbursement for each ½ day of authorized training attended.

The department publishes the work periods for VFF's annually.

Training & Emergency Response Rosters are due in to the County Finance Officer no later than the end of the work period. If these time limits are met, the VFF should receive reimbursement approximately 2 weeks after the end of the work period.

If the specified due date for arrival at County Finance is not met, a one month delay in receipt of VFF reimbursement should be expected.

State Responsibility Area Compensation (SRA)

When engaged in SRA incidents such as vegetation fires, or special staffing due to a state fire, VFF's shall be paid on the Emergency Fire Time Record (Form FC-42). The rate of pay shall be consistent with work being performed and does not have to be consistent with individual's VFF rank.

The following policy will be used by the Incident Commander in paying VFF's on state fires:

- The VFF must be utilized in excess of three (3) hours.
- The payment period will be retroactive to time of dispatch if over 3 hours.
- The normal one time reimbursement by the County/City will be waived. (Roster must still be submitted to document response but must be marked "No Pay").
- The Career Captain is responsible to see that the FC-42 & FC-33 are completed for each VFF.

- Pay rates will follow the current Emergency Workers rates (EW-II for Firefighter and EW-III for Operator).
- Maximum withholding deductions will be made.
- Work shifts in excess of 16 hours will require a justification letter to be attached to the FC-42. State Finance will provide the letter.
- When VFF's are hired on an FC-42 to cover fire stations, they will work ("hard" hours) a normal eight (8) hour day (8 to 5 work day) performing activities such as training, fire prevention, and/or station maintenance. The remaining hours will normally be performed in standby status.
- When on FC-42 status, the VFF will work directly for a career employee (i.e. captain, engineer, etc.).
- Up to one hour may be paid upon return to the station to clean and service fire apparatus and/or to complete required fire report documents. If extensive time is required for the cleaning operation, the Station manager may authorize additional time.

Non-fire related incidents, or fires that do not burn or threaten the SRA, do not apply to this category.

6.24 Special Staffing

Anytime during the year, the ECC may request VFC's to staff their VFC apparatus (water tender, engine, squad) for specific periods of time based on critical fire weather or times of career staff resource drawdown.

During special staffing, VFC's shall staff their apparatus with the below minimum staffing levels based on specific fire apparatus.

Water Tender: 1 person minimum, 2 personnel preferred

Engine (type 2): 2 personnel minimum, 3 to 4 personnel preferred

Engine (type 3): 2 personnel minimum, 3 to 4 personnel preferred

Squad: 2 personnel minimum

Only one VFF per apparatus can be paid operator wages.

6.25 Cover Assignments and Extended Assignments

All cover crews shall reference the station cover crew guide for the daily routine. All VFF's should carry an out of county bag for long incidents or cover assignments.

Money should also be carried for meals when they are not provided at an incident base. VFC's may consider internal shift relief or rotation during extended assignments.

During station cover assignments, the typical hard time work hours of 8 to 5 shall be utilized.

During hard work hours, activities such as training, fire prevention and station/equipment maintenance should be performed. The remaining hours will normally be performed in standby status.

The below list is a list of items that should be completed during hard time work hours while staffed.

- Morning facility clean up
- Morning checkout of apparatus and equipment (per ME-101 and 6805 Pamphlet)
- Apparatus Readiness / Cleanliness, take pride in your equipment
- Facility maintained and cleanliness
- Physical Training (PT) 1 hour total / cardiovascular – weight training
- Training
- Maintenance of Fire Apparatus
- Fire Apparatus inventory
- Daily updates of FC-33 and Shift Tickets and turned in when done staffing
- Update fire station logbook
- Log Fuel on ME-101 on the fire apparatus and AO-78 at the station

In addition to the above items, at all times while covering stations and responding as a VFF you are required to adhere to the departments grooming standard.

The preferred dress code while staffing apparatus will include the approved BCFD uniform. In the uniforms absence, the approved BCFD tee shirt, blue jeans, and work boots with Vibram type sole in acceptable. Baseball caps must meet Butte County Standard.

6.26 Department Representation

The VFC and/or its individual members are not authorized to speak for the department or represent a position that is related to the policies, operations, or internal affairs of the department.

The general public does not always know who is authorized to speak for a public agency, and may assume that a position represented by a VFC or member is a position of the department, it is mandatory that no such action be taken by any VFC or member without prior department authorization.

6.27 Annual Evaluations

Annually the VFC captain (with input from the VFC lieutenants) will perform evaluations (attachment 8.24, Annual Evaluation) on all VFC members. To improve communications and working relationships between the career employees and the VFC, the VFC Captain will be evaluated by the Career Captain and the Career Captain will be evaluated by the VFC Captain.

The completed evaluations will be forwarded to the respective battalion chiefs for review. After the battalion chiefs review, the VFF evaluations will be placed in the VFF's station level file.

Emergency Operations

Chapter 7

7.1 Emergency Operations

All emergency incident operations shall be conducted according to department policy.

7.2 Apparatus Response

No department vehicles will respond unless dispatched by the ECC. Automotive equipment will be driven in a safe and sane manner at all times. Emergency response does not justify excessive speed. Unsafe operation of any vehicle will not be tolerated. Unsafe operation of fire dept apparatus will result in Disciplinary Action.

7.3 Code-3 Driving

Code-3 driving is the operation of a vehicle with red lights and siren. Only authorized emergency vehicles may be driven Code-3 and must be operated in accordance with department policy. All emergency warning lights and sirens must be approved by the automotive fleet manager. Code 3 status does not exempt any driver from the legal responsibility to consider the safety of others. The basic speed law of the CVC prohibits any driver from driving faster than traffic, road, and weather conditions safely allow regardless of the emergency.

The driver/operator of the emergency vehicle is discouraged from operating the radio and logging times during Code-3 responses.

All vehicle operators must comply with the CVC and department policy on emergency vehicle operations.

7.4 “Drive to Arrive”

The operators of emergency vehicles will adhere to the general orders for emergency response for the department as listed below.

General Orders

California Vehicle Code allows the drivers of authorized emergency vehicles, when responding to emergencies, certain exemptions to the laws as it pertains to speed and other traffic restrictions. It does not relieve the driver from the duty to drive with due regard for the safety of all persons using the highway nor protect the driver from the consequences of an arbitrary and careless exercise of exemption privileges.

Drivers must be aware of the limitations of visible and audible warning devices, such as red lights and siren. The safety of the general public must take precedence in all cases over the response speed of emergency vehicles.

The following is established in accordance with the California Vehicle Code:

- The fact alone that a vehicle is an authorized emergency vehicle does not relieve the driver from the duty to comply with the rules of the road.
- In crossing an intersection Code 3, the speed of the emergency vehicle shall not be greater than that enabling the vehicle to stop without collision should the right-of-way be violated. In no case should a vehicle proceed through a red light or stop sign at a speed greater than 5 miles per hour. At times it may be necessary to come to a complete stop at an intersection and then cautiously proceed after it has been determined that the intersection is clear.
- Do not pull up immediately behind a vehicle and suddenly sound the siren. The driver may stop right in front of you.
- Do not pass on the right unless no other option is available, then only at safe speeds and after you are positive that the car you are passing will not pull to the right as you go by.
- Do not exceed posted speed limit by more than 10 mph.
- Do not sound the siren at its highest pitch continuously. Fluctuate it throughout the tonal range.
- Keep near the center of the roadway so that on-coming vehicles can see the red lights approaching.
- Do not closely follow another emergency vehicle. A motorist may yield to the first emergency vehicle and then pull out in front of you.

- The best route of travel for making emergency response often entails driving on a freeway. Use of red lights and siren on a freeway is not required provided that the vehicle is not exceeding the posted speed limit or disregarding other traffic regulations. The unnecessary use of the siren and red lights on a freeway may cause confusion on the part of other traffic, which can impede the safe flow of traffic.
- The use of the air horn will be kept to a minimum. Excessive use of the air horn may drown out the siren. During Code 3 responses, the device should be used only when approaching intersections and then two or three short blasts should suffice.
- When responding Code 3, whether during the day or at night, headlights should be lighted. This provides an additional margin of safety by assisting in drawing attention to the apparatus.
- Code-3 status does not give an emergency driver the right of way unless other drivers hear the siren and see the red lights. Because it is difficult to tell when other drivers are aware of an emergency, all emergency drivers will assume at all times they do not have the right of way.
- Normally, one emergency vehicle will not overtake and pass another while both vehicles are responding Code-3. A possible exception to this policy is during operation on a multi-lane roadway. It may be safe for one Code-3 vehicle to pass another Code-3 vehicle. Permission to pass must be obtained from the forward vehicle, prior to passing.

7.5 Emergency Incident Operations

From time to time a VFF operator/engineer will be the first to arrive at scene of an incident and will be the Incident Commander (IC). In order to gain necessary operational experience, it is permissible for the VFF to continue as the IC while under direct or indirect career staff supervision. Anytime the IC is relieved by a ranking officer, the relieved officer shall be informed either face to face, or if necessary by radio.

7.6 Concluding Emergency Operations

Unless excused, all VFF's will assist in picking up at the scene of an incident.

Unless excused, all VFF's will return to quarters and assist in returning all apparatus and equipment to a clean/readiness condition. After late evening responses, full detail cleaning may be postponed until later in the day.

The department recognizes that certain VFF's may need to be excused from an incident prior to its conclusion because of illness, education, employment, or child care issues. The VFF shall inform the IC of his need to leave the incident early.

VFF's that are not excused and fail to return and assist with clean-up shall only be compensated for actual work performed. Repeated unexcused failures to return and assist with clean-up may result in Disciplinary Action.

7.7 Equipment Contracts and State Hire Fire Apparatus

CAL FIRE will enter into specific contracts for rental of department owned fire apparatus. These contracts will follow state hiring guidelines. Formal contracts are entered into via the department's Private Equipment Hiring Coordinator on a regular basis.

7.8 VFF Responses

While it is the intent of the department to recruit, train, and maintain a highly motivated workforce of VFF's, it is also the intent to manage and maximize the cost effectiveness of this resource. VFF incident response will occur by pre-defined criteria that assures cost efficient and effective VFF utilization.

The following response criteria will guide VFF responses within the department.

Dispatch Nomenclature:

VFC (i.e., CO74) will include all VFF personnel.

VFF Apparatus (i.e., Water Tender 74) will include the apparatus and the pre-determined minimum staffing (see 6.24).

Dispatch Guidelines:

VFF incident responses will be based on alert notification from the Emergency Command Center (ECC). VFF's will not routinely respond to incidents without being dispatched by the ECC. Exceptions include a VFF is close to the call and can render aid.

Automatic Station Coverage

Automatic station coverage with VFF's will not normally occur. When it is necessary and requested through the ECC, the ECC will specify specific apparatus to be staffed.

Unauthorized VFF Responses

VFF responses outside of the criteria defined in these procedures are not authorized unless there is a legitimate reason, normally based on the VFF's close proximity to the incident or the urgent need for assistance.

7.9 Private Vehicle Response Requirements

Unsafe operation or violation of the California Vehicle Code (CVC) while operating a private vehicle while performing as a VFF will result in Disciplinary Action (see 4.11). The CVC specifically prohibits private vehicles from using emergency type warning lights (red and blue) and sirens.

Driving and Parking

All VFF's will maintain safe and courteous driving habits. The public and other agencies opinions of the fire service can be greatly influenced by personnel driving to and from emergency incidents. More importantly, driving in violation of the Vehicle Code is unsafe to the driver and other drivers/pedestrians on the roadways.

VFF's responding to any incident in a personal vehicle must drive in a safe and courteous manner, observing all traffic laws of the California Vehicle Code.

VFF's must always be on the alert for responding emergency vehicles, particularly at intersections. VFF's should never follow an emergency vehicle more closely than is reasonable and safe, having regard for the traffic and road conditions. The minimum distance is 300 ft.

No private vehicle shall pass any Code-3 emergency vehicle at any time. No volunteer responding to or returning from an incident shall exceed the posted speed limit.

Under no circumstances, will any private vehicle, while in motion, display its hazard warning lamps. The use of vehicle horns and/or flashing hi-beam lights to force cars out the way is also strictly prohibited.

VFF's must use good judgment when parking their vehicle, so as not to interfere with the positioning, operation, and movement of fire, medical, and law enforcement vehicles. When possible, VFF vehicles should be parked off the road.

VFF's will display the standard "BCFD Volunteer Fire Fighter" plaque on the front dash (mirror, sun visor) once they arrive at the emergency incident.

When parked, headlights shall be turned off to not cause blindness to oncoming vehicles.

Hazard warning lamps shall be used when any vehicle is parked in a hazardous location.

No volunteer should arrive prior to Fire Department equipment for hazardous materials calls or any type of incident that requires staging.

Private vehicles should park a short distance away from the incident and leave plenty of parking for emergency vehicles.

All VFF's who operate personal vehicles for department business are required to:

- Maintain a valid California Driver's License in appropriate class.
- Have on file a "Proof of Insurance" (declaration page) document with County Finance. This document is part of the application packet.
- Have on file a completed "Application for Driver Authorization" form. This document is part of the application packet (attachment 8.15, Authorization to Drive).

7.10 Incident Assignments

The following policy will be adhered to by all VFF's while responding to or working on all incidents.

Incident Scene

- VFF's riding on fire apparatus are assigned to the operator of the vehicle they are riding on.
- When arriving at an incident, report directly to the Incident Commander or the Staging Area manager, if assigned.
- Under no circumstances will a VFF perform independent action or start working at an incident without having an assigned supervisor and being incorporated into the incident accountability system.
- When assigned to a Company Officer, continue to work under his or her direction until reassigned or released.
- Obey all policies and regulations of the department and this SOP manual.
- Remain with the assigned apparatus until directed or ordered into action.
- Be on alert for other activities occurring at the incident. Do not work in conflict with them.
- While working around all fire scenes be on the alert for, and make every effort to protect the origin, preserve evidence, as to the possible cause of the fire.
- While at Traffic Collisions do not move vehicle parts from the roadway, unless they present a serious life safety hazard, until instructed to do so from your immediate supervisor (law enforcement investigation procedures).

- VFF's should make no comments/opinions regarding any of the following, except to their immediate supervisor:
 - Location of valuables
 - Cause of the fire on incident
 - Location of human bodies
 - Loss estimates
 - Suspicious nature of fire
- Any VFF finding money or other valuables, or receiving complaints of theft or loss of the same at the scene of an incident, shall report details to their immediate supervisor.
- VFF's will not remove any item or materials from the scene of an incident, regardless of the perceived non-value. VFF's observing other VFF's, employees or members of the public removing items from the incident scene shall report it promptly to their immediate supervisor.
- On long incident assignments, a volunteer operator/engineer should consider anticipated relief driver requirements. The member should inform his/her station and Career Captain, through the IC.

7.11 VFF FC-33 Requirements

A completed FC-33 (Overhead, Crew, and Equipment Time Report) will be collected and submitted through channels for every apparatus at scene of all billable fires or other billable incidents in Local Responsibility Area and State Responsibility Area.

The Incident Commander on billable incidents where there is no Personnel Time Recorder, is responsible for collection of a completed FC-33 from each unit and overhead at the scene.

Other billable incidents, regardless of responsibility area, include, but are not limited to, flood control, earthquake and other emergency related disaster assistance under requests from the Office of Emergency Services, activities involved under FEMA reimbursement criteria, and federal jurisdiction fires billable under reimbursement agreements.

7.12 Instructions for Completing FC-33's

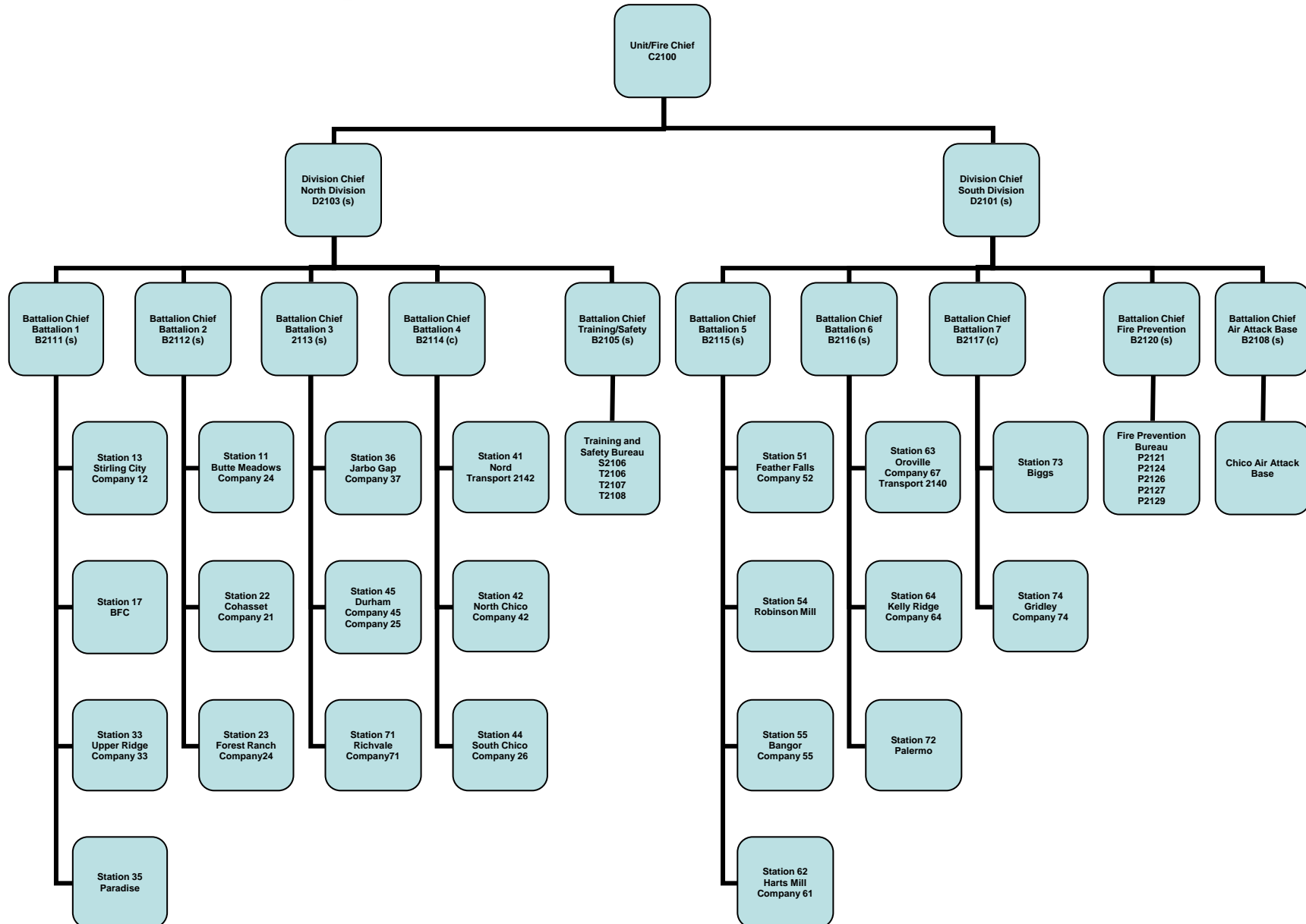
Activity for VFC's and VFF staffed equipment on billable incidents must be reported on an FC-33. This will help support the pay documents issued to pay for such activity.

The duty day for VFF's is the calendar day, 0001 to 2400 hours. The instructions for FC-33 completion are located on the FC-33 book cover.



CAL FIRE-Butte County Fire Department

Operational Organization Chart



BUTTE COUNTY FIRE DEPARTMENT SUPPORT RESPONDER MODULE CHECKLIST

NAME (Last, First)	COMPANY #	START DATE
Task	Completion Date	Instructor Signature
History / Organizational Structure		
Station Orientation		
Firefighter Safety		
Accountability Policy		
Private Vehicle Operations		
Radio Use / Communications		
Seatbelts, Chock Blocks, Backing Signals		
Volunteer SOP Manual Orientation, Levels of Response & Training Requirements		
Fire Line Hazards (3 Stripes Your Out)		
Traffic Control		
Rules of Conduct		
IIPP Program		
Heat Injury Prevention Policy		
Hearing Protection		
EEO		
Injury and Accident Reporting		
ICS-100, Introduction to ICS (self paced) CD Returned <input type="checkbox"/> Yes <input type="checkbox"/> No		
NIMS-700, (self paced)		
Hazardous Materials First Responder Operational (16 hours)		
Confined Space Awareness (8 hours)		
Water Rescue Awareness (self paced) CD Returned <input type="checkbox"/> Yes <input type="checkbox"/> No		

**** NOTE:** Before responding as a Support Responder, the VFF must complete all training tasks listed for Support Responder.

My signature below indicates the individual listed above has completed all the required training to respond as a Support Responder with the Butte County Fire Department.

Training & Safety Bureau Chief

Date

After the checklist has the approval signature, the form will be placed in the employees training file in the Training & Safety Bureau.

A loan slip for PPE issuance will be sent to the VFF's career fire station. The VFF must take the loan slip to the Biggs Fire Station to have their PPE issued. PPE will not be issued without a loan slip.

BUTTE COUNTY FIRE DEPARTMENT EMS RESPONDER MODULE CHECKLIST

NAME (Last, First)	COMPANY #	START DATE
Task	Completion Date	Instructor Signature
Public Safety First Aid Modules, 1		
Public Safety First Aid Modules, 2		
Public Safety First Aid Modules, 3		
Public Safety CPR/AED Modules, 4		
Public Safety First Aid Modules, 5		
Public Safety First Aid Modules, 6		
Communicable Disease		
Documentation / Patient Care Report		
SIDS		
Child / Elder Abuse		
Hepatitis B Inoculation Options		
CAL FIRE Burn Policy		
P100 Mask Fit Testing		
After completion of the EMS Module, VFF's desiring to be a full responder need to be issued the S-130 and S-190 CD's		

**** NOTE:** Before responding as an EMS responder, the recruit must complete all training tasks listed for Support Responder and EMS responder.

My signature below indicates the individual listed above has successfully completed all the required training in the EMS Module. If the Support Module has been completed, the VFF can respond as an EMS Responder with the Butte County Fire Department.

Training & Safety Bureau Chief

Date

After the checklist has the approval signature, the form will be placed in the employees training file in the Training & Safety Bureau.

A loan slip for PPE issuance will be sent to the VFF's career fire station. The VFF must take the loan slip to the Biggs Fire Station to have their PPE issued. PPE will not be issued without a loan slip.

BUTTE COUNTY FIRE DEPARTMENT WILDLAND MODULE CHECKLIST

NAME (Last, First)	COMPANY #	START DATE
Task	Completion Date	Instructor Signature
Firefighter Preparedness		
Wildland PPE		
Fire Hose and Appliances		
Wildland Hand Tools and Line Construction		
Fire Shelters		
Resource Identification		
10/18/LCES/Common Denominators		
Tactics and Strategy		
Mop Up and Patrol		
Mobile Attack		
Hose Lays		
Using a Structure as Refuge		
Avoiding Fire Entrapment		
Air Tanker Drop Safety		
Working with Inmates		
Back Fire Torch		
Fusee as Firing tool		
S-130 Firefighter Training (field day) (8 hours)		
Firefighter Safety and Survival (8 hours)		
S-212 Power Saw Safety Class (8 hours)		
*S-190, Introduction to Fire Behavior (self paced) CD Returned <input type="checkbox"/> Yes <input type="checkbox"/> No (must turn in all 3 module certifications)		
*L-180, Human Factors Fire Line *S-130, Firefighter Training (self paced) CD Returned <input type="checkbox"/> Yes <input type="checkbox"/> No (L-180 is on the S-130 CD, student must turn in all 12 module certifications)		
Complete SPIRO and Fit Testing after Wildland Module completion and prior to Structure Module starting		

**** NOTE:** Before responding as a Volunteer Firefighter, the recruit must complete all training tasks listed for Support Responder, EMS Responder and Volunteer Firefighter (Structure and Wildland Modules).

My signature below indicates the individual listed above has successfully completed all the required training in the Wildland Module. If the Support Module, EMS Module and Structure Module have been completed, the VFF can respond as a Volunteer Firefighter with the Butte County Fire Department.

Training & Safety Bureau Chief

Date

After the checklist has the approval signature, the form will be placed in the employees training file in the Training & Safety Bureau.

After the VFF signs up to attend the Structure and Wildland Modules, a loan slip will be sent to the VFF's career station. The VFF must take the loan slip to the Biggs Fire Station to have their PPE issued. PPE will not be issued without a loan slip.

BUTTE COUNTY FIRE DEPARTMENT STRUCTURE MODULE CHECKLIST

NAME (Last, First)	COMPANY #	START DATE
Task	Completion Date	Instructor Signature
Mission and Organization		
PPE – Structure		
SCBA		
Fire Behavior		
Fire Hose		
Fire Streams		
Ladders		
Salvage and Overhaul		
Lifting and Hoisting Equipment		
Building Construction		
Forcible Entry		
Ventilation		
Rescue		
Fire Control		
Fire Protection Systems		
Fire Extinguishers		
Water Supply		
Firefighter Health and Safety		
2 in 2 out		
Fire Control 3 / Burn Building		

**** NOTE:** Before responding as a Volunteer Firefighter, the recruit must complete all training tasks listed for Support Responder, EMS Responder and Volunteer Firefighter (Structure and Wildland Modules).

My signature below indicates the individual listed above has successfully completed all the required training in the Structure Module. If the Support Module, EMS Module and Wildland Module have been completed, the VFF can respond as a Volunteer Firefighter with the Butte County Fire Department.

Training & Safety Bureau Chief

Date

After the checklist has the approval signature, the form will be placed in the employees training file in the Training & Safety Bureau.

After the VFF signs up to attend the Structure and Wildland Modules, a loan slip will be sent to the VFF's career station. The VFF must take the loan slip to the Biggs Fire Station to have their PPE issued. PPE will not be issued without a loan slip.

Butte County Fire Department

Driver/Operator Task Book

For the below Vehicles and Fire Apparatus

Utility, Squad/Rescue, Engine, Breathing Support, Water Tender

Circle one



Task Book Assigned To:

Name: _____

Volunteer Company: _____ Start Date to VFC: _____

Task Book Initiated By:

Name: _____

Training and Safety Bureau Chief

Date Initiated: _____

Task books can only be initiated by the Training and Safety Bureau Chief after ALL required prerequisites and training requirements have been met to operate the department vehicle requested.

Verification/Certification of Completed Task Book for Driver/Operator

Final Evaluator's Verification

*To be completed **ONLY** when you are recommending the trainee for certification.*

I verify that (trainee name) _____ has successfully performed as a trainee by demonstrating all tasks for the position listed above and should be considered for certification in this position. All tasks are documented with appropriate signatures.

Volunteer Captain Signature: _____ Date: _____

Career Captain Signature: _____ Date: _____

Battalion Chief Signature: _____ Date: _____

Training and Safety Bureau Approval

I certify that the above trainee has met all requirements to operate the vehicle circled on the front of this task book.

Training Bureau Chief's Signature: _____ Date: _____

Butte County Fire Department Position Task Book

The Butte County Fire Department's (BCFD) Position Task Book (PTB) has been developed for and must be completed for all Driver/Operator positions. Each PTB lists the competencies and tasks required for successful vehicle operations. VFF's must be observed completing all tasks and show knowledge and competency in their performance during the completion of the PTB.

VFF's are evaluated during this process by qualified evaluators (career and Volunteer), and the VFF's performance is documented in the PTB for each task by the evaluator's signature and date of completion.

VFF's can only be evaluated by career company officers and/or volunteer operators/engineers qualified by BCFD to operate the vehicle the VFF is training to operate.

Task Book Initiation

Once a VFF has been a BCFD VFF in good standing for a minimum of 1 year and has completed all of the required module training and classes to operate the desired department vehicle, the VFC Captain (with the concurrence of the Career Captain and Battalion Chief) can request the Training & Safety Bureau Battalion Chief to initiate and provide a Driver/Operator Task Book for the VFF.

Once the Driver/Operator Task Book has been initiated, the Task Book will be returned to the VFC Captain and the VFF can start operating department vehicles as a trainee.

VFF's cannot drive department vehicles prior to Task Book initiation. Task Book tasks signed off prior to the Task Book being initiated by the Training & Safety Bureau Battalion Chief are not valid.

Once the Task Book is completed and the VFC Captain and Career Captain both support the VFF operating department vehicles as an operator/engineer, the task book is sent to the respective Battalion Chief for approval. The Battalion Chief will forward the approved task book to the Training and Safety Bureau for final signature and filing in the VFF's training file.

Minimum Driver Training Requirements All Vehicles

The below tasks are required for VFF's to operate any Butte County Fire Department or VFC owned vehicles and must be completed prior to moving on to the specific vehicle sign off sheet.

TASK	Date Completed Or Yes/No	Initials and Signature/Name of Person who conducted the Training (Print Clearly)
Been a Member in Good Standing with the Department for 12 Months. <i>The Fire Chief may approve PVFF's to operate department or VFC apparatus prior to the one year probationary requirement being completed based on the VPFF's previous organized fire department experience if all of the departments required training has been completed. Attachment 8.8, Training Equivalency Waiver Form must be completed.</i>		
Completed Required Modules for Level of Response		
Current on ALL Mandatory Certifications (EMS, CPR, HazMat FRO, Etc)		
Current Defensive Driver Card		
Current & valid CDL with endorsements for desired vehicle		
NIMS-800		
Emergency Vehicle Operations Course (EVOC) 16 Hour Course (CSFM)		
New Driver added to the Pull Notice Program		
Daily Equipment Checkout (ME101 & 102)		
Mobile Equipment Repairs (ME14 Process)		
Review State and Local Laws relating to Emergency Driving (CA DMV)		
Review Department Driving Policies for Emergency Driving (Unit Operations Policy)		
Review Department Vehicle Accident Policy and Reporting Procedures (BCFD)		
Review Vehicle Fueling and Fuel Use Documentation Procedures		
Review Preventative Maintenance Procedures (6805 Pamphlet)		
Review Radio Use and Etiquette Procedures		
Review Department Cell Phone Use Policy		
Complete 2 Case studies of Emergency Driving Related Accidents (FEMA NTSB, FF close calls)		
Review Driver Safety While Working Freeway or Roadway Emergencies		
Review Placement of Emergency Vehicles at an Emergency Scene		
CODE 3 RESPONSES <i>VFF's only have to complete Code-3 responses in one department or VFC vehicle if previous required code-3 responses were documented in Attachment 8.6, Driver Operator Task book</i>		

Minimum Driver Training Requirements Utility

The below tasks are required for VFF's to operate any Butte County Fire Department or VFC owned utility vehicles and must be completed prior to operating a utility without an instructor.

TASK	Date Completed Or Yes/No	Initials and Signature/Name of Person who conducted the Training (Print Clearly)
Submit Attachment 8.15 (Authorization to Drive) Including a Copy of Valid Class of License required to operate desired vehicle with endorsements. This form is completed and submitted after Task Book completion and final approval drive with Career Company Officer.		
Completion of Support, EMS and FF Modules		
Daily Inspection Procedures		
Vehicle Interior		
Vehicle Exterior		
Engine Compartment (Fluid Levels)		
Radiator, Hoses, Belts, Wires, Etc.		
Lights, High, Low, Turn, Park, clearance, Stop and Code 3		
Brake Adjustment, Drums, Brake Chamber, Hoses, Brake Lining		
Steering Components		
Wheels, Tires, Tread Depth, Lug Nuts, Axle Nuts		
Suspension, Springs, Shackles, Shocks		
Driveline and U-Joints		
Batteries		
Fuel Level		
Fire Extinguisher, First Aid Kit		
Green Folder-Accident Forms, Registration		
Emergency Reflectors		
Vehicle Inventory		
In Cab Inspections		
Seats, seat Belts, Loose Items, Horn, Mirrors		
Windshield, Wiper Blades, Side and Rear Glass		
Clutch, Accelerator & Brake Pedals		
Brake System - Compressor Cut In and Out Procedures and Low Pressure Warning & Gauges (if applicable)		
Check Air Loss (engine off) – Parking Brake Applied & Released, Brakes Applied – Parking Brake Released (if applicable)		
Check Emergency Parking Brake		
Air Brake Inspection		
Perform the Below Skills		
Air Brake Adjustment		
Vehicle Operations		
Golden Circle		
Bridge Weight Verses Vehicle Weight		

Vehicle Clearance Height		
Vehicle Performance – Engine Horse Power, Transmission Operation and Braking System		
Towing/Being Towed		
Spotting Apparatus – Staging, Using as a Shield (T/C's), Structure Fire Operations & Vegetation Fire Operations		
Off Road Driving		
Walk Path to determine Location of Rocks, Brush, Soil Conditions and Slope %		
Transmission in 1 st Gear Until Level Ground is Reached		
Vehicle Can Not Coast		
No Side Slope that Exceeds Safe Vehicle Operations		
Vehicle Inspection Prior to driving on Highway – Rocks in Duels, Vehicle Damage, Loose Equipment, Open Compartments		
Competency Driving		
Complete 4 hours of Documented Code-2 Day Time Driving with Proctor (1 hours city driving, 1 hours highway driving and 2 hours narrow county road driving (Must Log Hours on Attached Driving Log)		
Complete 1 Hours of Documented Code-2 Night Time Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 1 Hours of Documented Code-2 Off Road Driving with Proctor (Must Log Hours on Attached Driving Log)		
Passing Proficiency Skills Drive (Drive with Evaluator) (Must Fill Out the Attached Evaluation Form)		

Minimum Driver Training Requirements Squad/Rescue

The below tasks are required for VFF to operate any Butte County Fire Department or VFC owned squad/rescue vehicles and must be completed prior to operating a squad/rescue without an instructor.

TASK	Date Completed Or Yes/No	Initials and Signature/Name of Person who conducted the Training (Print Clearly)
Submit Attachment 8.15 (Authorization to Drive) Including a Copy of Valid Class of License required to operate desired vehicle with endorsements. This form is completed and submitted after Task Book completion and final approval drive with Career Company Officer.		
Completion of Support, EMS and FF Modules		
Completion of Pump Operations (squads with pumps)		
Completion of Incident Management		
Completion of Auto Extrication 1		
Completion of LARRO (rescue's only)		
Completion of specialized equipment orientation		
Qualified rescue operators do not need to repeat the driving portion of the task book to operate a squad.		
Daily Inspection Procedures		
Vehicle Interior		
Vehicle Exterior		
Engine Compartment (Fluid Levels)		
Radiator, Hoses, Belts, Wires, Etc.		
Lights, High, Low, Turn, Park, clearance, Stop and Code 3		
Brake Adjustment, Drums, Brake Chamber, Hoses, Brake Lining		
Steering Components		
Wheels, Tires, Tread Depth, Lug Nuts, Axle Nuts		
Suspension, Springs, Shackles, Shocks		
Driveline and U-Joints		
Batteries		
Fuel Level		
Fire Extinguisher, First Aid Kit		
Green Folder-Accident Forms, Registration		
Emergency Reflectors		
Ember Protection Screens		
Vehicle Inventory		
In Cab Inspections		
Seats, seat Belts, Loose Items, Horn, Mirrors		
Windshield, Wiper Blades, Side and Rear Glass		
Clutch, Accelerator & Brake Pedals		
Brake System - Compressor Cut In and Out Procedures and Low Pressure Warning Gauges		

Check Air Loss (engine off) – Parking Brake Applied & Released, Brakes Applied – Parking Brake Released		
Check Emergency Parking Brake		
Also Check		
Water Level in Tank		
Tools, Nozzles, Torch, Chain Saw & Portable Pump		
Valves Operation, Pressure Relief Valve Operation		
Primer Operation, Primer Oil Level		
Aux Engine – Check Fluid Levels		
Aux Engine – Starting & Operation		
Foam Reservoir Level		
Air Brake Inspection and Adjustment		
Perform the Below Skills		
Air Brake Adjustment		
Winching		
Vehicle Operations		
Golden Circle		
Bridge Weight verses Vehicle Weight		
Vehicle Clearance Height		
Vehicle Performance – Engine Horse Power, Transmission Operation and Braking System		
Towing/Being Towed		
Spotting Apparatus – Staging, Using as a Shield (T/C's), Structure Fire Operations & Vegetation Fire Operations		
Off Road Driving		
Walk Path to determine Location of Rocks, Brush, Soil Conditions and Slope %		
Transmission in 1 st Gear Until Level Ground is Reached		
Vehicle Can Not Coast		
No Side Slope that Exceeds Safe Vehicle Operations		
Vehicle Inspection Prior to driving on Highway – Rock in Duels, Vehicle Damage, Loose equipment, Open compartments		
Competency Driving		
Complete 8 hours of Documented Code-2 Day Time Driving with Proctor (2 hours city driving, 2 hours highway driving and 4 hours narrow county road driving (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Night Time Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Off Road Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 3 Code-3 Responses with a proctor (Must Log Responses on attached Driving Log). See page 4 for additional information.		
Passing Proficiency Skills Drive (Drive with Evaluator) (Must Fill Out Evaluation Form)		

Minimum Driver Training Requirements Engine

The below tasks are all required for VFF's to operate any Butte County Fire Department or VFC owned fire engines (any type) and must be completed prior to operating an engine without an instructor.

TASK	Date Completed Or Yes/No	Initials and Signature/Name of Person who conducted the Training (Print Clearly)
Submit Attachment 8.15 (Authorization to Drive) Including a Copy of Valid Class of License required to operate desired vehicle with endorsements. This form is completed and submitted after Task Book completion and final approval drive with Career Company Officer.		
Completion of Support, EMS and FF Modules		
**Squad/Rescue Qualified		
**Completion of Pump Operations		
**Completion of Incident Management		
**Completion of Auto Extrication 1		
Submit performance exams, attachments 8.11, 8.12, 8.13 & 8.14		
Completion - specialized equipment orientation		
Qualified water tender operators do not need to repeat the driving portion of the task book to operate an engine		
Daily Inspection Procedures		
Vehicle Interior		
Vehicle Exterior		
Engine Compartment (Fluid Levels)		
Radiator, Hoses, Belts, Wires, Etc.		
Lights, High, Low, Turn, Park, clearance, Stop and Code 3		
Brake Adjustment, Drums, Brake Chamber, Hoses, Brake Lining		
Steering Components		
Wheels, Tires, Tread Depth, Lug Nuts, Axle Nuts		
Suspension, Springs, Shackles, Shocks		
Driveline and U-Joints		
Batteries		
Fuel Level		
Fire Extinguisher, First Aid Kit		
Green Folder-Accident Forms, Registration		
Emergency Reflectors		
Ember Protection Screens		
Vehicle Inventory		
In Cab Inspections		
Seats, seat Belts, Loose Items, Horn, Mirrors		
Windshield, Wiper Blades, Side and Rear Glass		
Clutch, Accelerator & Brake Pedals		
Brake System - Compressor Cut In and Out Procedures and Low Pressure Warning Gauges		

Check Air Loss (engine off) – Parking Brake Applied & Released, Brakes Applied – Parking Brake Released		
Check Emergency Parking Brake		
Also Check		
Water Level in Tank		
Tools, Nozzles, Torch, Chain Saw & Floto Pump		
Valves Operation, Pressure Relief Valve Operation		
Primer Operation, Primer Oil Level		
Aux Engine – Check Fluid Levels		
Aux Engine – Starting & Operation		
Foam Reservoir Level		
Air Brake Inspection and Adjustment		
Perform the Below Skills		
Air Brake Adjustment		
Winching		
Vehicle Operations		
Golden Circle		
Bridge Weight verses Vehicle Weight		
Vehicle Clearance Height		
Vehicle Performance – Engine Horse Power, Transmission Operation and Braking System		
Towing		
Spotting Apparatus – Staging, Using as a Shield (T/C's), Structure Fire Operations & Vegetation Fire Operations		
Off Road Driving		
Walk Path to determine Location of Rocks, Brush, Soil Conditions and Slope %		
Transmission in 1 st Gear Until Level Ground is Reached		
Vehicle Can Not Coast		
No Side Slope that Exceeds Safe Vehicle Ops		
Vehicle Inspection Prior to driving on Highway. Rock in Duels, Vehicle Damage, Loose equipment, Open compartments		
Competency Driving		
Complete 8 hours of Documented Code-2 Day Time Driving with Proctor (2 hours city driving, 2 hours highway driving and 4 hours narrow county road driving (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Night Time Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Off Road Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 3 Code-3 Responses with a proctor (Must Log Responses on attached Driving Log). See page 4 for additional information.		
Passing Proficiency Driving Skills (Drive with Evaluator) (Must Fill Out the Attached Evaluation Form)		

Minimum Driver Training Requirements Breathing Support

The below tasks are all required for VFF's to operate any Butte County Fire Department or VFC owned breathing support and must be completed prior to operating a breathing support without an instructor.

TASK	Date Completed Or Yes/No	Initials and Signature/Name of Person who conducted the Training (Print Clearly)
Submit Attachment 8.15 (Authorization to Drive) Including a Copy of Valid Class of License required to operate desired vehicle with endorsements. This form is completed and submitted after Task Book completion and final approval drive with Career Company Officer.		
Completion of Support and EMS Modules		
Completion of Basic Structure Fire Awareness		
Completion of Specialized Equipment Training. Each VFC having a breathing support is required to have a check list		
Daily Inspection Procedures		
Vehicle Interior		
Vehicle Exterior		
Engine Compartment (Fluid Levels)		
Radiator, Hoses, Belts, Wires, Etc.		
Lights, High, Low, Turn, Park, clearance, Stop and Code 3		
Brake Adjustment, Drums, Brake Chamber, Hoses, Brake Lining		
Steering Components		
Wheels, Tires, Tread Depth, Lug Nuts, Axle Nuts		
Suspension, Springs, Shackles, Shocks		
Driveline and U-Joints		
Batteries		
Fuel Level		
Fire Extinguisher, First Aid Kit		
Green Folder-Accident Forms, Registration		
Emergency Reflectors		
Ember Protection Screens		
Vehicle Inventory		
In Cab Inspections		
Seats, seat Belts, Loose Items, Horn, Mirrors		
Windshield, Wiper Blades, Side and Rear Glass		
Clutch, Accelerator & Brake Pedals		
Brake System - Compressor Cut In and Out Procedures and Low Pressure Warning & Gauges		
Check Air Loss (engine off) – Parking Brake Applied & Released, Brakes Applied – Parking Brake Released		
Check Emergency Parking Brake		

Also Check		
Compressor Oil Level and Belt		
Cascade System PSI		
Mechanical Lighting Tower		
PTO Generator		
Condition and Hydro or Spare Bottles		
Perform the Below Skills		
Air Brake Adjustment		
Fill a Bottle Using the Cascade System		
Vehicle Operations		
Golden Circle		
Bridge Weight verses Vehicle Weight		
Vehicle Clearance Height		
Vehicle Performance – Engine Horse Power, Transmission Operation and Braking System		
Towing		
Spotting Apparatus – Staging, Structure Fire Operations & Rehab		
Off Road Driving		
Walk Path to determine Location of Rocks, Brush, Soil Conditions and Slope %		
Transmission in 1 st Gear Until Level Ground is Reached		
Vehicle Can Not Coast		
No Side Slope that Exceeds Safe Vehicle Operations		
Vehicle Inspection Prior to driving on Highway – Rock in Duels, Vehicle Damage, Loose equipment, Open compartments		
Competency Driving		
Complete 8 hours of Documented Code-2 Day Time Driving with Proctor (2 hours city driving, 2 hours highway driving and 4 hours narrow county road driving (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Night Time Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Off Road Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 3 Code-3 Responses with a proctor (Must Log Responses on attached Driving Log). See page 4 for additional information. <i>VFF's that have completed all the required training and driving hours can operate a Breathing Support code 2 until the required code 3 responses have been completed.</i>		
Passing Proficiency Skills Drive (Drive with Evaluator) (Must Fill Out the Attached Evaluation Form)		

Minimum Driver Training Requirements Water Tender

The below tasks are all required for VFF's to operate any Butte County Fire Department or VFC owned water tenders and must be completed prior to operating a water tender without an instructor.

TASK	Date Completed Or Yes/No	Initials and Signature/Name of Person who conducted the Training (Print Clearly)
Submit Attachment 8.15 (Authorization to Drive) Including a Copy of Valid Class of License required to operate desired vehicle with endorsements. This form is completed and submitted after Task Book completion and final approval drive with Career Company Officer.		
Completion of Support, EMS and Wildland Modules (Structure Module if Full Responder)		
Completion of Water Tender Class		
Completion of Structure Fire Awareness (N/A if Full Responder)		
Completion of Pump Operations		
Completion of specialized equipment orientation		
Daily Inspection Procedures		
Vehicle Interior		
Vehicle Exterior		
Engine Compartment (Fluid Levels)		
Radiator, Hoses, Belts, Wires, Etc.		
Lights, High, Low, Turn, Park, clearance, Stop and Code 3		
Brake Adjustment, Drums, Brake Chamber, Hoses, Brake Lining		
Steering Components		
Wheels, Tires, Tread Depth, Lug Nuts, Axle Nuts		
Suspension, Springs, Shackles, Shocks		
Driveline and U-Joints		
Batteries		
Fuel Level		
Fire Extinguisher, First Aid Kit		
Green Folder-Accident Forms, Registration		
Emergency Reflectors		
Ember Protection Screens		
Vehicle Inventory		
In Cab Inspections		
Seats, seat Belts, Loose Items, Horn, Mirrors		
Windshield, Wiper Blades, Side and Rear Glass		
Clutch, Accelerator & Brake Pedals		
Brake System - Compressor Cut In and Out Procedures and Low Pressure Warning & Gauges		
Check Air Loss (engine off) – Parking Brake Applied & Released, Brakes Applied – Parking Brake Released		
Check Emergency Parking Brake		

Also Check		
Water Level in Tank		
Tools, Nozzles, Torch, Chain Saw & Floto Pump		
Valves Operation, Pressure Relief Valve Operation		
Primer Operation, Primer Oil Level		
Aux Engine – Check Fluid Levels		
Aux Engine – Starting & Operation		
Foam Reservoir Level		
Air Brake Inspection and Adjustment		
Perform the Below Skills		
Air Brake Adjustment		
Winching		
Vehicle Operations		
Golden Circle		
Bridge Weight verses Vehicle Weight		
Vehicle Clearance Height		
Vehicle Performance – Engine Horse Power, Transmission Operation and Braking System		
Towing		
Spotting Apparatus – Staging, Using as a Shield (T/C's), Structure Fire Operations & Vegetation Fire Operations		
Off Road Driving		
Walk Path to determine Location of Rocks, Brush, Soil Conditions and Slope %		
Transmission in 1 st Gear Until Level Ground is Reached		
Vehicle Can Not Coast		
No Side Slope that Exceeds Safe Vehicle Operations		
Vehicle Inspection Prior to driving on Highway – Rock in Duels, Vehicle Damage, Loose equipment, Open compartments		
Competency Driving		
Complete 8 hours of Documented Code-2 Day Time Driving with Proctor (2 hours city driving, 2 hours highway driving and 4 hours narrow county road driving (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Night Time Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 2 Hours of Documented Code-2 Off Road Driving with Proctor (Must Log Hours on Attached Driving Log)		
Complete 3 Code-3 Responses with a proctor (Must Log Responses on attached Driving Log). See page 4 for additional information. <i>VFF's that have completed all the required training and driving hours can operate Water Tenders code 2 until the required code 3 responses have been completed.</i>		
Passing Proficiency Skills Drive (Drive with Evaluator) (Must Fill Out the Attached Evaluation Form)		

Drivers Log All Vehicles

[illegible]

Drivers Log All Vehicles

[illegible]

CATEGORY	COMMENTS (INSTRUCTOR PLEASE INITIAL COMMENTS)

On Highway Driving

Total Points Possible: 80 (61 Passing) Total Points Scored: _____

EVALUATOR'S SIGNATURE: _____ Date: _____

Skills Test	Good	Acceptable Improvement Needed	Poor	Fail
Caution 1. At intersections 2. Changing Lanes 3. Pulling from the curb	10	3	0	
Grade Control 1. Roll back 2. Setting Wheels and Controls 3. Driving Upgrade/Downgrade	10	7	5	
Traffic Signs 1. Obedience to Traffic Signs 2. Position after stopping 3. Failure to make full stop	10	7	3	
Right and Left Turns 1. Swings Too Wide 2. Cuts Too Sharp 3. Starting lane position 4. Ending lane position	10	7	3	
Right of Way 1. To other vehicles/pedestrians	10	5	0	
Speed Control 1. Over Speed 2. Under Speed 3. Adjusted for conditions	10	5	2	
Lane Control 1. Maintain proper position 2. Right side remains on pavement	10	7	3	
Braking 1 Proper technique & application 2 Proper use of dynamic brake 3 Protect against overheating	10	7	3	

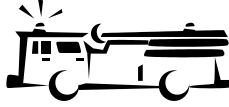
Off Highway Driving

Total Points Possible: 70 (61 Passing) Total Points Scored: _____

EVALUATOR'S SIGNATURE: _____ Date: _____

Skills Test	Good	Acceptable Improvement Needed	Poor	Fail
<ul style="list-style-type: none"> ○ Places vehicle in rear tandem lock ○ Returns to single axle drive prior to returning to hard road surface 	10	3	0	
<ul style="list-style-type: none"> ○ Goes through a Go/No-Go check list before attempting any potentially challenging terrain. 	10	7	5	
<ul style="list-style-type: none"> ○ Determines a path including turning points prior to entering sharp turns ○ Keeps vehicle as level as possible ○ Keeps wheels in position for maximum traction 	10	7	3	
Gullies & Ditches: <ul style="list-style-type: none"> ○ Scout first if uncertain ○ Easy in / power out ○ Uses a spotter ○ Straddles V grove when possible 	10	7	3	
Side Hill: <ul style="list-style-type: none"> ○ Articulate vehicle limitations on side hill ○ Avoid whenever possible ○ Avoid stumps & rocks on uphill side ○ Watch for down hill holes ○ Use a spotter if in doubt 	10	5	0	
Ascending & Descending Hills <ul style="list-style-type: none"> ○ Turnaround top/bottom of hill ○ Estimate slope ○ Maintains rolling friction/traction ○ Minimal power up hill/ minimal speed down hill ○ Restarting on a hill 	10	5	2	
<ul style="list-style-type: none"> ○ Use of spray bars ○ Avoids vegetation that could damage engine ○ Post trip inspection 	10	7	3	

PRE-TRIP INSPECTION



“Checklist”

☐ Front of Vehicle

- ✓ “Standing Straight and Tall”
- ✓ Upper Lights and Reflectors
 - Present, clean and not broken, color correct
- ✓ Windshield/Wipers
 - Clear, Cracks, Cleanliness, Condition
- ✓ Grill
- ✓ Lower lights/Reflectors
 - Present, clean and not broken, color correct
- ✓ Bumper
- ✓ Underneath Cab
 - Fluid leaks, Front axle

☐ Engine Compartment

- ✓ Fluid Checks
 - Oil, Coolant, Power steering, Window washer
- ✓ Belts - Water pump, Alternator, Power steering, Air compressor
 - Deflection, Condition, Alignment
- ✓ Fluid Leaks
 - Oil, Fuel, Power steering, Coolant
- ✓ Hoses
 - Wear, Age, Clamps, Condition (bulges, cracks)
- ✓ Wiring and Air Lines
 - Wear (abrasion), Bare wires, connections, secure
- ✓ Air Cleaner and Ducting
 - Clean, Secure (clamps), Leaks
- ✓ Exhaust System
 - Turbo, Leaks, Secure

Notes: _____

☐ Front Suspension

- ✓ Frame
 - Cracks, Damage, Extra holes, Bolts missing, Welds
- ✓ Axle
 - Bent, Secure to Frame
- ✓ Springs/Shocks
 - Properly attached, Damaged, Broken (1/4 +)
- ✓ Steering Components - Shaft, Box, Pitman, Steering arm, Tie rod
 - Secure, Missing bolts/Nuts, Alignment
- ✓ Front Brakes
 - Air lines, Brake chamber, Slack adjuster (<90), Push rod (<2" travel), Drums (cracks), Linings (thickness greater than 1/4")

☐ Tires/Wheels

- ✓ Tires
 - Inflation (gauge), Cap, Condition (inside, top, outside), Tread depth (4/32")
- ✓ Rims
 - Cracks, Damage, Welds
- ✓ Lug Nuts
 - Tightness (rust), Missing?
- ✓ Axle Hub Seal
 - Leaks, Check fluid level (sight glass?)

☐ Side of Vehicle

- ✓ Passenger Doors
 - Secure, Aligned, Locks
- ✓ Windows/Mirrors
 - Damage, Attached, Aligned, Rolls up and down
- ✓ Cargo
 - Secured, Compartment doors
- ✓ Battery/Battery Compartment
 - Secure, Clean (corrosion), Connections tight, Cables, Acid level
- ✓ Fuel Tank
 - Cap on, Leaks (fittings), Electrical connections, Fuel level
- ✓ Reflective Triangles
 - Condition, Location/Set up
- ✓ Frame
 - Cracks, Damage, Extra holes, Bolts missing, Welds
- ✓ Drive Shaft
 - Secure, Straight, Clear
- ✓ Exhaust System
 - Leaks, Clamps, Secured to frame

☐ Rear Axle

- ✓ Frame
 - Cracks, Damage, Extra holes, Bolts missing, Welds
- ✓ Springs/Shocks
 - Properly attached, Damaged
- ✓ Rear Brakes
 - Air lines, Brake chamber, Slack adjuster (<90°), Push rod (<2" travel), Drums (cracks), Linings (wear <1/4")
- ✓ Differential
 - Leaks, Attached to frame

☐ **Tires/Wheels**

- ✓ Rims
 - Cracks, Damage, Welds
- ✓ Lug Nuts
 - Tightness, Missing?
- ✓ Axle Hub Seal
 - Leaks
- ✓ Tires (Duals)
 - Inflation (gauge), Cap, Condition, Tread depth, Equal size and type, Space between

☐ **Rear of Vehicle**

- ✓ Upper Lights/Reflectors
 - Present, clean and not broken, color correct
- ✓ Lift Gate
 - Secure
- ✓ Mud Flaps
 - Secure, Damaged, Dragging or rubbing
- ✓ License Plate
 - Lighted, Secure

Notes:

☐ **Inside Cab**

- ✓ Clutch/Gearshift
 - Clear, Able to shift all gears, Depress clutch
- ✓ Start Engine and Check Gauges
 - Oil pressure, Temperature, Ammeter/Voltmeter, Air gauges, Tachometer, Speedometer, Auxiliary gauges (identify each gauge and describe)
- ✓ Steering Play/Horn
 - Move wheel back and forth to check for play: 10° max. Visually check by looking at front wheel.
 - Air and electrical horns operational
- ✓ Mirrors/Windshield/Wipers
 - Adjusted, Clean and free of obstructions
 - Wipers, Washer operational
- ✓ Interior/Dash Lighting
 - Right/Left turn, 4 way flashers, High beam, gauge lamps, dome lights
- ✓ Heater/Defroster
 - Fan and vents operational
- ✓ Safety Items
 - Seat belts, Fire extinguisher (if required)
 - Electrical fuses (if required)

☐ Air Brake Test

- ✓ Cut-out
 - Start engine and allow pressure to build until compressor stops. Note pressure (around 125 PSI)
- ✓ Applied pressure
 - Fully charge air system and shut off engine, release parking brake, hold service brake down (< 3 PSI/min)
- ✓ Cut-in
 - Start engine
 - Pump down brake pressure until air compressor cuts in (>85 PSI)
- ✓ Low Pressure Warning
 - Pump down brakes until audible and visible devices activate (60-75 PSI)
- ✓ Parking Brake Test
 - Roll forward less than 5 MPH and apply parking brake. Should stop smoothly

Notes: _____

**BUTTE COUNTY FIRE DEPARTMENT
BASIC SKILLS AND SAFETY TRAINING WAIVER FORM**

NAME (Last, First)

COMPANY #

START DATE

All members of the Butte County Fire Department's VFF program are required to meet specific minimum requirements to maintain membership in good standing with the department.

The mandatory training requirements contained within the support, EMS, structure and wildland module's may be waived by the Training and Safety Bureau Battalion Chief if the applicant possesses specific certifications, valid mandatory training certifications and has current or past fire service experience.

Training Requirement Waiver

The above VFF is requesting to waive the requirements for the below modules:

☐ Support Module ☐ EMS Module ☐ Structure Module ☐ Wildland Module

Below is the minimum required training and experience to waive attendance in the support, EMS, structure and wildland modules.

- ☐ If an applicant has completed an approved CSFM FFI Academy within the past 3 years
or
☐ If an applicant possesses a CSFM FFI certificate issued within the last 4 years
or
☐ If an applicant possesses a CAL FIRE Basic Firefighter certification and has worked at least 1 fire season with CAL FIRE within the last 3 years
or
☐ If an applicant was a previous BCFD VFF in good standing that separated within the past 2 year's and had previously completed the Basic Skills and Safety course

And can provide all of the below certifications.

Support Module

- ☐ ICS-100 certificate
☐ NIMS-700 certificate
☐ HazMat FRO or Higher (must be 16 hour IAFF, CSTI or CAL FIRE certification)
☐ EEO certification
☐ Confined Space Awareness certificate
☐ Swift Water Awareness certificate

EMS Module

- ☐ Public Safety First Aid or higher (must be CCR Title 22 compliant)
☐ Communicable Disease certificate
☐ Public Safety CPR/AED (must be CCR Title 22 compliant)

Structure Module

- ☐ Fire Control 3 or Burn Building

Wildland Module

- ☐ S-212 Power Saw Safety Classroom
☐ S-130 or CAL FIRE Basic Firefighter certificate
☐ Firefighter Safety and Survival
☐ S-190 certificate
☐ L-180 Human Factors

Proof of completion will be possession of certificates and valid certifications.

My signature below indicates the individual listed above meets or exceeds the training requirements for the above module(s) and the requirements to attend the above modules has been waived based on past training and experience.

Training & Safety Bureau Battalion Chief

Date

This form will be placed in the employees training file in the Training & Safety Bureau.

Attachment 8.7

BCFD Volunteer Training Equivalency Waiver (Rev. 11/02/09)

BUTTE COUNTY FIRE DEPARTMENT TRAINING EQUIVALENCY WAIVER FORM

NAME (Last, First)

COMPANY #

START DATE

All members of the Butte County Fire Department's (BCFD) VFF program are required to meet specific minimum requirements to maintain membership in good standing with the department.

The below mandatory training requirements (required by department policy) can be waived by the Fire Chief if the above VFF has previously attended the course or possesses training and experience that supersedes the training course.

☐ The above VFF is a member in good standing with BCFD and was a VFF prior to April 1, 2002 (implementation date of the Volunteer SOP manual), and is requesting to waive the BCFD requirements for the below training courses:

☐ Basic Skills and Safety ☐ Pump Operations ☐ Auto Extrication 1 ☐ LARRO ☐ Incident Management ☐ ICS-100 ☐ Probation

Training Requirement Waiver

Pump Operations

☐ VFF has attended the Pump Operations course on/around _____ but can not locate the course certificate.
☐ VFF has been an Operator or Engineer in good standing with BCFD since _____, and has met or exceeded the requirements of this course through on the job training and incident response.

And
The above volunteer was tested by the Career Company Officer on _____, and is competent in:

☐ Pump from Tank
☐ Pump from Draft
☐ Pump from a Hydrant.

Career Company Officer (Only required for Pump Ops Skills) Date

Basic Skills and Safety

☐ VFF has attended the Basic Skills and Safety course on/or around _____ but can not locate the course certificate.

Auto Extrication 1

☐ VFF has attended the Auto Extrication 1 course on/around _____ but can not locate the course certificate.

Low Angle Rope Rescue Operations

☐ VFF has attended the LARRO course on/around _____ but can not locate the course certificate.

Incident Management

☐ VFF has attended the Incident Management course on/around _____ but can not locate the course certificate.

ICS-100

☐ VFF has superseded ICS-100 by attending ICS-200 or higher. The ICS-200 certificate or higher is attached.

One Year Probation Requirement Waver for Vehicle Operations

☐ VPFF's has prior organized fire department experience and the one year probationary requirement prior to operating department or VFC vehicles is being waived.

Description of Experience: _____

My signature below certifies the above information is correct.

Career Company Officer (Required)

Date

Volunteer Firefighter (Required)

Date

My signature below indicates the individual listed above meets or exceeds the training requirements for the above training courses based on previous attendance, training and experience.

George Morris, Fire Chief

Date

This form will be placed in the employees training file in the Training & Safety Bureau.

Attachment 8.8

BCFD Volunteer Training Equivalency Waver (Rev. 11/02/09)

Butte County Fire Department Annual Drill Schedule

VFC: _____ **YEAR:** _____

Date	Training Topic	Hours	Instructor
JAN 1 ST	Equipment Orientation / FF Jeopardy	2	
JAN 2 ND	Hazardous Material Drill (SCBA Air Aware, Profile Change)	2	
FEB 1 ST	PSFA Module 1	2	
FEB 2 ND	PSFA Module 2	2	
MAR 1 ST	PSFA Module 3	2	
MAR 2 ND	PSFA Module 4 (CPR/AED)	2	
APR 1 ST	PSFA Module 5	2	
APR 2 ND	PSFA Module 6 & Communicable Disease	2	
MAY 1 ST	Annual Skills Testing	2	
MAY 2 ND	Low Angle Rescue Drill	2	
JUN 1 ST	Wildland Refresher: 10, 18, LCES, Hose Lay	2	
JUN 2 ND	Hazardous Material Drill (Dike, Dam, Divert)	2	
JUL 1 ST	I-Zone Drills	2	
JUL 2 ND	Pump Operations, Draft / Hydrants	2	
AUG 1 ST	Hazardous Material Drill (Consideration During Fire Attack)	2	
AUG 2 ND	PCR's / Forms / Documentation	2	
SEP 1 ST	Structure Fire Rescue and Safety	2	
SEP 2 ND	Lighting / Salvage / Overhaul	2	
OCT / NOV	Structure Fire Attack / Water Supply	2	
OCT 2 ND	Vehicle Maintenance / Chock Blocks / Backing	2	
NOV 1 ST	Communication / Size Up / Report on Conditions	2	
NOV 2 ND	Hazardous material Drill (Emergency Response Guide)	2	
DEC 1 ST	SCBA Fit Testing	2	
DEC 2 ND	Ventilation, Horizontal / Vertical - Company Option	2	
Legend:	Bold is a Required Training Topics , Non Bold is a Recommended Training Topics		

References: CAL FIRE 4300 Manual
IFSTA Essentials 5TH Edition
PSFA Training Modules
Career Fire Station Captain

Butte County Fire Department Annual Drill Schedule

VFC: _____ **YEAR:** _____

Date	Training Topic	Hours	Instructor
JAN 1 ST	Driving in Hazardous Weather (Rain, Snow, Ice)	2	
JAN 2 ND	Hazardous Material Drill (SCBA Air Aware, Profile Change)	2	
FEB 1 ST	Ambulance Orientation / Patient Assessment	2	
FEB 2 ND	Hose Loads, Rolls, And Carries	2	
MAR 1 ST	Swift Water / Confined Space Awareness Review	2	
MAR 2 ND	Auto Extrication Review / Drill	2	
APR 1 ST	Supply Lines / Water Supply / Water Tender Shuttle	2	
APR 2 ND	Communicable Disease	2	
MAY 1 ST	Annual Skills Testing	2	
MAY 2 ND	MCI / Triage	2	
JUN 1 ST	Wildland Refresher: 10, 18, LCES, Hose Lay	2	
JUN 2 ND	Hazardous Material Drill (Dike, Dam, Divert)	2	
JUL 1 ST	I-Zone Drills	2	
JUL 2 ND	Pump Operations, Draft / Hydrants	2	
AUG 1 ST	Hazardous Material Drill (Consideration During Fire Attack)	2	
AUG 2 ND	PCR's / Forms / Documentation	2	
SEP 1 ST	Structure Firefighter Survival / SCBA Confidence Course	2	
SEP 2 ND	Master Streams / Hose Evolutions / Hose Pulls	2	
OCT / NOV	Structure Fire Tactics and Strategies	2	
OCT 2 ND	Vehicle Maintenance / Equipment Maintenance	2	
NOV 1 ST	Forcible Entry / Large Area Search	2	
NOV 2 ND	Hazardous material Drill (Emergency Response Guide)	2	
DEC 1 ST	SCBA Fit Testing	2	
DEC 2 ND	Ventilation, Horizontal / Vertical – Company Option	2	
Legend:	Bold is a Required Training Topics , Non Bold is a Recommended Training Topics		

References: CAL FIRE 4300 Manual
IFSTA Essentials 5TH Edition
PSFA Training Modules
Career Fire Station Captain

Butte County Fire Department

Skills Certification Sheet

VFF

VFF Name	Company	Date

The assigned **career company officer** is responsible to complete the below mandatory training with their assigned VFF's annually and prior to fire season. The Skills Certification Sheet must be signed by the proctor and returned to the Training & Safety Bureau for filing. Refer to SOP Manual section 5.3 Annual Skills Testing.

Full Responder

<input type="checkbox"/> Self Contained Breathing Apparatus	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> Deployment of a Fire Shelter	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> 24' ladder (2 person)	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> Donning Structure PPE	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> Donning Wildland PPE	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> Chock Blocks and Seat Belts	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> Backing Hand Signals	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail

Engineers and Operators of Squads with Pumps

Select one skill from each of the below topics. VFF's will randomly draw from the below skills to determine which skill will be required. Select the performance exam for the selected skill from the 4300 manual based on the VFF's assigned fire apparatus. Engineers and operators must complete the full responder and the engineer and operator skills.

Hose Evolution:

<input type="checkbox"/> Forward, or <input type="checkbox"/> Reverse, or <input type="checkbox"/> Wildland	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
---	---

Pumping from:

<input type="checkbox"/> Tank, or <input type="checkbox"/> Draft, or <input type="checkbox"/> Hydrant	Completed On: _____ <input type="checkbox"/> Pass <input type="checkbox"/> Fail
---	---

I certify that the above VFF has completed the required annual skills testing

Career Company Officer	Proctor Signature	Date Completed

Return this skills sheet to the Training & Safety Bureau for filing in the VFF's training file

Butte County Fire Department

VOLUNTEER ENGINEER

PERFORMANCE EXAM: FOREWARD HOSELAY

Volunteer Engineer: _____ VFC: _____

Apparatus Used: _____ Date of exam: _____

	PASS / FAIL
1. Mount tailboard facing hose bed	
2. Grasp hose in hose bed (3" or 5" bundle)	
3. Step down from the tailboard facing direction of travel	
4. Pull enough hose to reach beyond the hydrant	
5. Remove the hydrant wrench and any appliances from the bundle	
6. Anchor hose with both hands, thumbs up at edge of hose	
7. Give the command to "lay line" loudly, motion w/ hands	
8. When 100' of hose is on the ground, ground hose	
9. Remove hydrant cap and flush slowly. Close hydrant	
10. Connect hose supply line to hydrant and wait for command to charge the hydrant. When given charge slowly and w/ control.	

My signature below indicates the individual listed above has successfully completed the above performance exam.

Proctor (career company officer signature)

Print Name

After the performance exam has the approval signature, please send it to the Training & Safety Bureau where it will be kept in the employees training file.

Attachment 8.11

BCFD Performance Exam, Forward Hose lay (Rev. 2/6/11)

Butte County Fire Department

VOLUNTEER ENGINEER

PERFORMANCE EXAM: PUMP FROM DRAFT

VOLUNTEER ENGINEER: _____ COMPANY: _____

APPARATUS: _____ DATE : _____

	PASS / FAIL
1. Spot apparatus next to water source (hard surface)	
2. Set chock blocks	
3. Connect hard section to inlet suction valve.	
4. Place foot on brake and start engine.	
5. Close tank suction valve (all other valves except inlet suction)	
6. Open suction inlet suction valve	
7. Engage primer for no longer than 30 seconds, turn off primer	
8. Return to cab and engage pump	
9. Adjust pump panel pressure to 150 PSI +/- 20 PSI	
10. Loudly state "water coming" (attack line attached to discharge)	
11. Slowly open discharge valve completely	

My signature below indicates the individual listed above has successfully completed the above performance exam.

Proctor (career company officer signature)

Print Name

After the performance exam has the approval signature, please send the form to the Training & Safety Bureau where it will be kept in the employees training file.

Attachment 8.12

BCFD Performance Exam, Pump from Draft (Rev. 2/6/11)

Butte County Fire Department

VOLUNTEER ENGINEER

PERFORMANCE EXAM: PUMP FROM HYDRANT

VOLUNTEER ENGINEER: _____ COMPANY: _____

APPARATUS: _____ DATE: _____

	PASS / FAIL
1. Start the main engine	
2. Spot engine	
3. Set chock blocks	
4. Engage main pump	
5. Place transmission into gear	
6. Adjust pump panel throttle to 150 PSI +/- 10 PSI	
7. Connect hose to 1 ½ discharge	
8. Loudly state "water coming" (attack line attached to discharge)	
9. Slowly open discharge valve completely	
10. Adjust pump panel throttle to 150 PSI +/- 10 PSI	
11. Uncap and flush hydrant. Open hydrant completely, close.	
12. Connect soft suction to pump suction inlet valve.	
13. Slowly open hydrant completely	
14. Slowly open suction inlet valve completely, adjust pressure	
15. Close tanks suction valve and adjust pump throttle to 150 PSI	

My signature below indicates the individual listed above has successfully completed the above performance exam.

Proctor (career company officer signature)

Print Name

After the performance exam has the approval signature, please send it to the Training & Safety Bureau where it will be kept in the employees training file.

Attachment 8.13

BCFD Performance Exam, Pump from Hydrant (Rev. 2/6/11)

Butte County Fire Department

VOLUNTEER ENGINEER

PERFORMANCE EXAM: ATTACK LINES

VOLUNTEER ENGINEER: _____ COMPANY: _____

APPARATUS: _____ DATE: _____

	PASS/FAIL
1. Start the main engine	
2. Spot engine	
3. Set chock blocks	
4. Engage main pump	
5. Place transmission into gear	
6. Adjust pump panel throttle to 150 PSI +/- 10 PSI	
7. Loudly state "water coming" (attack line attached to discharge)	
8. Slowly open discharge valve completely	
9. Adjust pump panel throttle to 150 PSI +/- 10 PSI	

My signature below indicates the individual listed above has successfully completed the above performance exam.

Proctor (career company officer signature)

Print Name

After the performance exam has the approval signature, please send it to the Training & Safety Bureau where it will be kept in the employees training file.

**BUTTE COUNTY FIRE DEPARTMENT
AUTHORIZATION TO DRIVE FORM**

NAME (Last, First)

COMPANY #

DATE

Authorization to Drive

DRIVER'S LICENSE NUMBER: _____

DMV LICENSE CHECK ____/____/____

*Must provide a current DMV printout (Current within 30 days)

Must provide current CA Driver's License copy

*Must provide current automotive insurance policy

*only required for new volunteer application

EXPIRATION DATE: ____/____/____

CLASS OF LICENSE: _____

PERSONAL VEHICLE ID (Make, Model, Color)	LICENSE PLATE NUMBER

*I request that my driving records be reviewed so that I may be approved to drive department and/or my personal vehicle.
I agree to always operate in accordance with the California Vehicle Code and department policy*

VFF Signature

Date

I recommend approval to operate the following Department vehicles.

Vehicle Type (circle)	Date of Drive Test	Date of Skills Test	Proctor
Utility			
Squad			
Rescue			
Water Tender			
Breathing Support			
Engine			
Other:			

(Final test drive proctor must be a career captain or Battalion Chief)

***DATE OF LAST DEFENSIVE DRIVING CLASS:** ____/____/____

***DATE OF EMERGENCY VEHICLE OPERATIONS COURSE COMPLETION:** ____/____/____

*Only applicable if requesting to drive department vehicles

My signature below indicates I have reviewed the above VFF's driving record and approve this request.

Battalion Chief

Date

My signature below indicates the individual listed above has met the training and experience requirements to operate the requested fire apparatus

Training Bureau Battalion Chief

Date

This form will be placed in the employees training file in the Training & Safety Bureau.

Attachment 8.15

BCFD Authorization to Drive (Rev. 10/10/10)

Butte County Fire Department
Volunteer Firefighter Interview Format

The interview questions are no longer distributed in the volunteer SOP manual due to the new recruitment process.

Butte County Fire Department Interview Board Summary Report

The interview board summary report is no longer distributed in the volunteer SOP manual due to the new recruitment process.

Butte County Fire Department Separation Questionnaire

In order to improve recruitment, retention and training for future VFF's in Butte County, your assistance is needed.

Please complete this VFF Separation Questionnaire and mail it directly to:

Butte County Fire Department
Attn: Fire Chief
176 Nelson, Avenue
Oroville, CA 95965

SEPARATION QUESTIONNAIRE

1. Service information:

- a. Date Joined: _____ to _____ (Total: _____)
- b. Sex: (circle) Male Female
- c. Age: (circle) 17, 18-20, 21-30, 31-40, 41-60, 60+
- d. Volunteer Company: _____

2. Rank at time of separation: (circle)

Recruit VFF Lieutenant Captain

3. Response level at time of separation:

Support Responder EMS Responder
Full Responder
Operator Engineer Other _____

4. Basic reason for separation: (circle)

Family Job Personal School Action by VFC

5. In your opinion did the fire department demand and expect too much from you?

☐ Yes ☐ No

If yes, please explain:

6. In your opinion was your overall training: (circle)

Excellent Good Fair Poor

Explain:

7. How can we improve training:

- a. 4 hour per month training was: Good Fair Poor
b. Most station instructors were: Good Fair Poor
c. Station training material was: Good Fair Poor
d. Comments:

8. Overall attitude from volunteer and career personnel was: (circle)

- a. Career: Respectful Fair Unfriendly
b. Volunteer: Respectful Fair Unfriendly

9. Overall treatment while at the station or attending station training was: (circle)

- a. Career: Respectful Fair Unfriendly
b. Volunteer: Respectful Fair Unfriendly

10. Your spouse's general opinion of your participation in the volunteer fire service was: (circle)

Very supportive Supportive Unhappy Very Unhappy

11. What did you like the most about the Fire Department?

Excitement Fun Training Friendship

12. What did you dislike the most in the Fire Department?

Danger Liability Requirements Personalities

13. Would you consider returning at a future date?

☐ Yes ☐ No ☐ Maybe _____

14. What changes could be made to better the Department?

15. OPTIONAL

Name _____

Address _____

Phone _____

**By-Laws
Of
Butte County Fire Department
Volunteer Fire Company, Inc.
A California Nonprofit Public Benefit Corporation**

Article I.

The name of this corporation is _____ Volunteer Fire Company, Inc. of Butte County.

Article II.

Location of Principal Office

The principal office of the _____ Volunteer Fire Company, Inc. of Butte County. (hereinafter the "Fire Company") for the transaction of its business is located at _____ (Provide Location) in Butte County, California. The board of directors may change the location of the principal office. The secretary on these bylaws opposite this Section must note any such change of location; alternatively, this Section may be amended to state the new location.

Article III.

General and Specific Purposes

The objective of the Fire Company is to assist Butte County Fire Rescue in its mission of protecting the life and property of the people living in its area of responsibility. These bylaws, and any attachments or appendices thereto outline the basic authorities and responsibilities of the Fire Company, its officers and members.

Article IV.

Construction and Definition

Unless the contest requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

Article V.
Corporation without Members
(Or)
Qualifications and Classes of Members; Rights of Membership

(Note: A nonprofit public benefit corporation may be formed without voting members. Unless its articles or bylaws expressly provide for members, it is deemed to have none.)

This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's board of directors may, in its discretion, admit individuals to one or more classes of nonvoting members. The class or classes shall have such rights and obligations, as the board finds appropriate.

(Or)

This corporation shall have one class of members, designated as regular. Regular members shall have the right to vote, as set forth in these bylaws, on the election of directors, on the disposition of all or substantially all of the corporation's assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the corporation. In addition, those members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

(Note: If the corporation has members, there should be provisions for annual meetings and special meetings as well as any quorum or voting requirements.)

Article VII.
Definitions

Terms used in these bylaws are defined as follows:

1. Fire Chief: The term "Fire Chief" means the person in charge of the fire protection in the contracted areas of Butte County. All volunteer firefighters and officers serve at the pleasure of the Fire Chief and terms, conditions, and tenure of that service will be determined by the sole discretion of the Fire Chief.
2. Division Chief: The term "Division Chief" means a direct line officer of Butte County Fire Department who serves as the Fire Chief in the absence and who directly supervises Battalion Chiefs.
3. Battalion Chief: The term "Battalion Chief" means the officer in direct control of a battalion, encompassing one or more fire stations and/or volunteer companies of Butte County Fire Department.

4. Volunteer Captain: The term “Volunteer Captain” means the volunteer officer elected to lead/coordinate the activities of a volunteer company.
5. Department: The term “Department” means the countywide functional unit of CDF Fire, Butte County Fire Department, Gridley Fire, and Biggs Fire Departments.
6. Volunteer Company: The term “Company” means the local volunteer organization, its apparatus and citizen volunteers, under the coordination of a volunteer and supervised by a Career Captain
7. Volunteer Officer: The term “Volunteer Officer” means the Volunteer Captain, Volunteer Lieutenant, and Volunteer Secretary/Treasurer.
8. Career Captain: The term “Career Captain” means the officer in direct control of a fire station and its assigned volunteer company.
9. Career Company Officer: The term “Career Company Officer” means the Career Captain or the officer (FAE) acting on behalf of a Career Captain, in his/her absence.

Article VIII. Board of Directors

1. **General powers:** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws. Subject to any limitations of the articles of incorporation or bylaws regarding actions that require approval of the members, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised by or under the direction of the Board.
2. **Specific powers:** Without prejudice to the general powers set forth in Section VIII. 1. of these bylaws, but subject to the same limitations, the Board shall have the power to:
 - A. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
 - B. Change the principal office or the principal business office in California from one location to another, conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.

- C. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust mortgages, pledges, hypothecation's, and other evidence of debt and securities.
3. **Number of qualification of directors:** The authorized number of directors shall be _____.
 4. **Designated directors:** All _____ directors shall be designated by name. Each director shall hold office for _____ years and until a successor director has been designated and qualified.
 5. **Nominations and elections of directors:** Directors shall serve terms of ____ years. When a meeting is held for the election of directors, any member present at the meeting in person or by proxy may place names in nomination. **(Note: Directors may be elected for terms of up to 3 years, unless there are no members, in which case the directors may be elected for terms up to 6 years. If the articles have provisions for voting members, some reasonable means of nominating candidates for election is required.)** All _____ directors shall be elected at any special members' meeting (OR ANNUAL MEETING IF SUCH IS HELD) held for that purpose or by written ballot.
 6. Each director, including a director elected to fill a vacancy or elected at a special members' meeting or by written ballot, shall hold office until expiration of the term of which elected until a successor elected and qualified.
 7. **Vacancies:** Vacancies to the board of directors other than those created by the conclusion of a complete term shall be filled by a majority vote of the remaining members of the board of directors.
 8. **Place of board meetings:** Meetings of the Board shall be held at any place within or outside California that has been designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the corporation.
 9. **Annual and other meetings:** The board of directors shall hold an annual meeting for purposed of organization, election of officers, and transaction of other business. Notice of this meeting is not required. Other general meetings of the board may be held without notice at such time and place as the board may fix from time to time.
 10. **Quorum:** A majority of the authorized number of directors shall constitute a quorum for the transaction of any business.

**Article IX.
Officers of the Corporation**

**Article VI
Officers of the Board**

1. Chairperson
 2. Vice Chair
 3. Secretary-Treasurer
The Secretary- Treasurer shall:
 - A. Keep records of all proceedings of business meetings.
 4. Other Officers
 - A. Additional Fire Company Officers are designated as the Volunteer Captain, Volunteer Lieutenant, and Volunteer Secretary-Treasurer.
- A. Volunteer Captain
1. The Volunteer Captain serves as the coordinator of the volunteer company subject to the laws of the State of California, Ordinances of the County of Butte, and agreements between the County of Butte and other agencies.
 2. The Volunteer Captain shall be held responsible to the Battalion Chief, through his/her duly authorized Station Captain, for the general conditions and efficient operation of the Volunteer Company. The Volunteer Captain shall also:
 - A. Preside over all meetings of the volunteer company.
 - B. Sign all warrants and checks drawn on company funds.
 - C. Call special meetings for the Company.
 - D. Appoint a training officer, with the Career Captain's concurrence.
 - E. Appoint the property officer for Company property.
 - F. Appoint committees as necessary.
 - G. Perform such other duties as may be imposed on the Volunteer Captain.
- B. Other Line Officers
1. There will be at least one Volunteer Lieutenant.
 2. The Volunteer Lieutenant may assume the duties of the Volunteer Captain in case of an absence.
 3. The Volunteer Captain shall have at least five years' fire service experience, unless the Fire Chief waives the experience requirement.

Butte County Fire Department
----- Volunteer Fire Company

MEETING AGENDA

Date:
Time:
Location:

CALL TO ORDER

MEMBERS IN ATTENDANCE:

MEMBERS NOT IN ATTENDANCE:

APPROVAL of MINUTES FROM: Motion was made by [name], and seconded to approve the minutes of the _____ [date] meeting. **Motion carried.**

OLD BUSINESS:

-
-
-

REPORTS

- Treasures Report:
- Committees:
- Training Officer:
- Other:

NEW BUSINESS

-
-
-

PRESENTATIONS

-

ANNOUNCEMENTS AND GOOD OF THE ORDER

- Round Table Discussion:
- Next Meeting Date:
- Other:

ADJOURNMENT: The meeting was adjourned at _____[time].

Secretary Signature

Date

Butte County Fire Department

Policy Proposal/Change Form

New ()

Amendment ()

Cancellation ()

Submitted by:

Date:

Subject:

Section:

Reason for the proposed change:

Current policy/procedure:

Proposed policy/procedure changes:

Advisory Committee Approval's

Review	Approval	Date	Initials
Vol Read	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
Vol Anderson	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
Vol Farley	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
Vol Blancett	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
Vol Casagrande	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
FC Needles	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
Lisa Koehler	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
BC Read (Chair)	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		

Executive Staff Approval's

Review	Approval	Date	Initials
C2100	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
D2101	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
D2102	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		
D2103	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		

(Chair Signature)

(Date)

Copy returned to originator _____ (If rejected, reasons must be stated).

Attachment 8.21

BCFD Policy Proposal Change Form (Rev. 11/02/10)

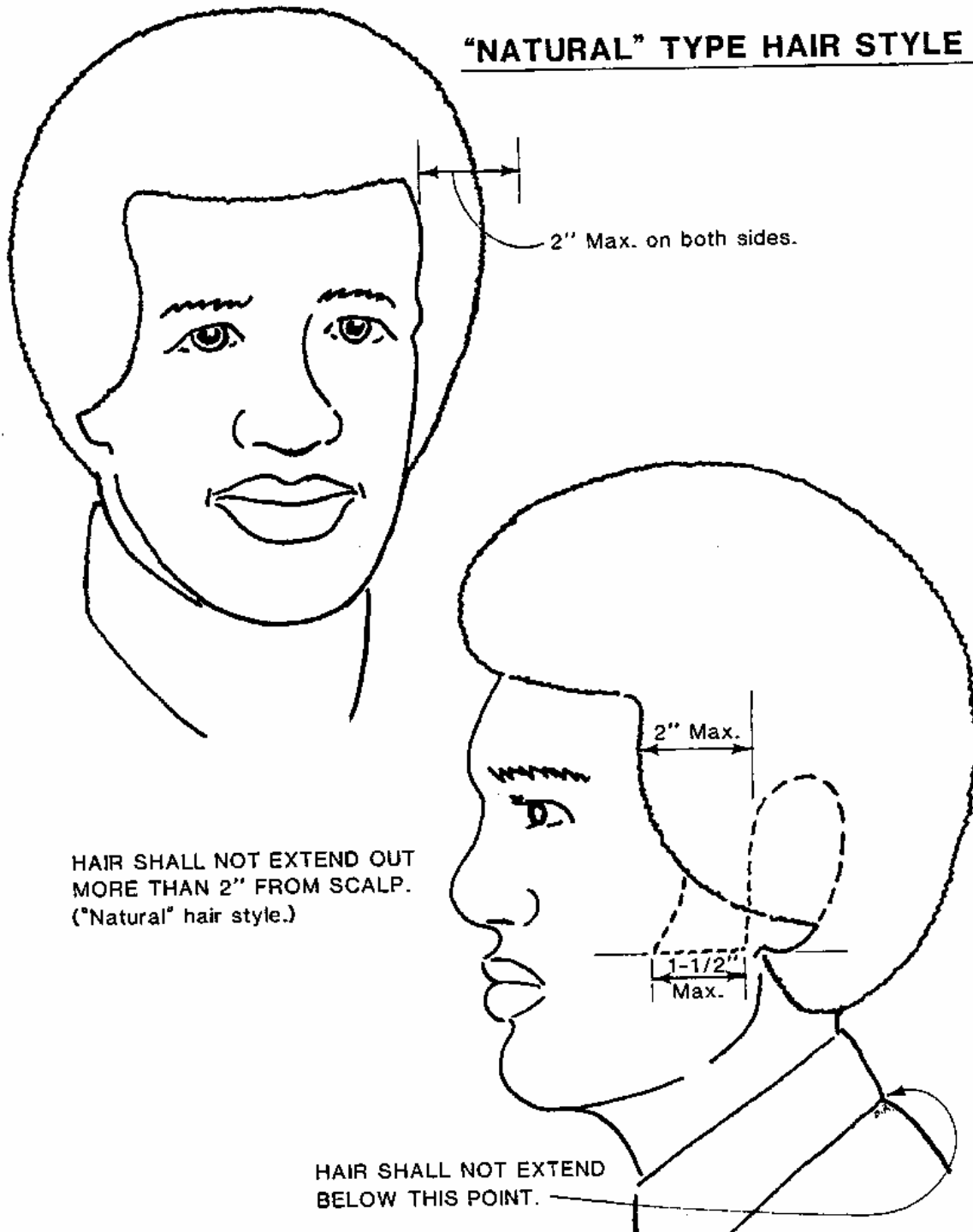
(Date)

Comments:

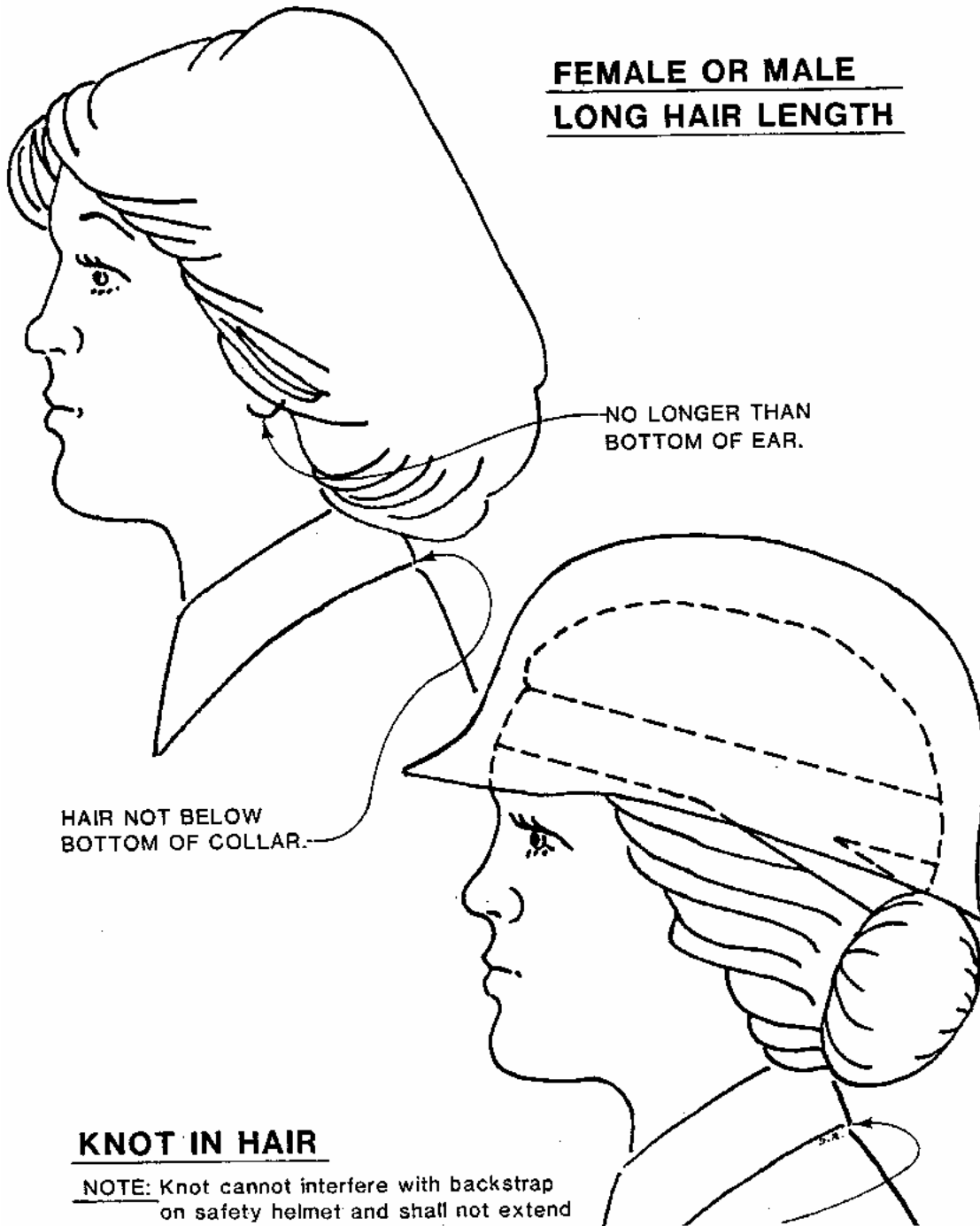
GROOMING STANDARDS (1000)

(September 1988)

"NATURAL" TYPE HAIR STYLE

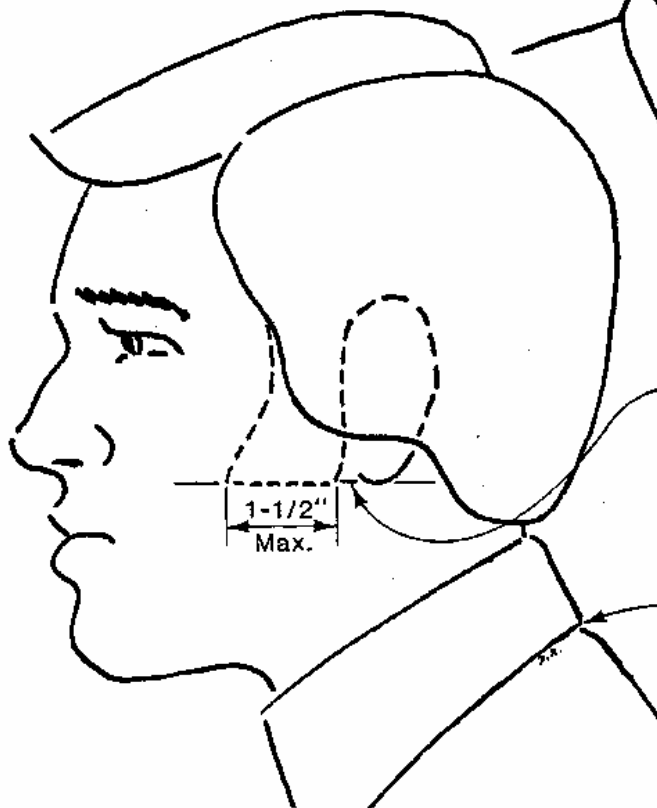
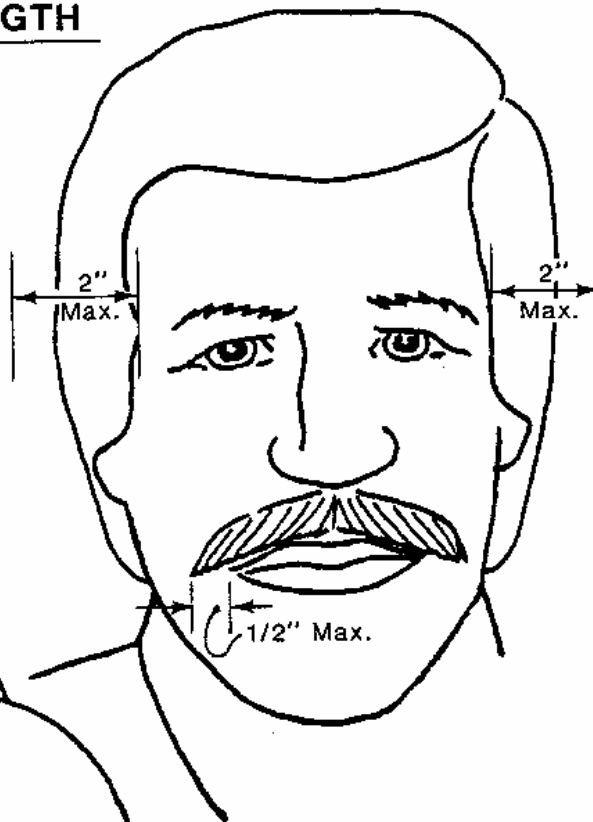


FEMALE OR MALE
LONG HAIR LENGTH



SIDEBURNS/HAIR LENGTH

HAIR SHALL NOT EXTEND OUT MORE THAN 2" FROM SCALP.
("Natural" hair style.)



SIDEBURNS SHALL NOT EXTEND BELOW BOTTOM OF EARS.

HAIR SHALL NOT EXTEND BELOW THIS POINT.

Butte County Fire Department

Cost Share Project Description

Project: _____ Number: _____

Volunteer Company: _____ Request Date: _____

Project description: _____
(Describe completely, use back of sheet if necessary)

Estimated total cost: \$ _____

County share: \$ _____ Company share: \$ _____

Agreed: _____
County Fire Chief Company Captain

PROJECT TRACKING

Funding source(s) for the project:

Company funds:

Company Check number: _____ Amount: \$ _____

Water Tender Fund Amount: \$ _____

County Funds:

Cost Share Fund Amount: \$ _____

Donated Vehicle Transfer:

Chassis: Make: _____ Model: _____

Description: _____

VIN: _____ License: _____ Engine: _____

Transfer Process: Letter donating date: _____

Routing: Battalion Chief Initials: _____ Division Chief Initials: _____

Attachment 8.23

BCFD Cost Share Project (Rev. 2/8/11)

Butte County Fire Department

VFF ANNUAL PERFORMANCE EVALUATION

VFF NAME (Print)	START DATE																
ASSIGNED VFC	EVALUATION FROM																
	EVALUATION TO																
CURRENT RANK	VFF IS ALSO A SEASONAL FIREFIGHTER <input type="checkbox"/> YES <input type="checkbox"/> NO																
REPORT DISCUSSED WITH VFF YES <input type="checkbox"/> NO <input type="checkbox"/>																	
RATING STANDARDS: U = Unacceptable A = Above Average S = Standard Level																	
1. Quality of Work 2. Quantity of Work 3. Job Knowledge 4. Job Attitude 5. Professionalism 6. Dependability	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th style="padding: 2px;">RATING</th></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>	RATING							7. Physical Fitness 8. Safe Work Habits	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th style="padding: 2px;">RATING</th></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>	RATING						
RATING																	
RATING																	
VFC CAPTAIN WILL COMMENT ON UNACCEPTABLE RATING																	
COMMENTS:																	
VFF HAS 10 DAYS TO ATTACH A WRITTEN EXPLANATION FOR UNACCEPTABLE RATINGS																	
VFF SIGNATURE _____		DATE _____															
VFC CAPTAIN SIGNATURE _____		DATE _____															

Butte County Fire Department

VFC Monthly Participation Report

Name: _____ Month: _____ Company: _____

Day	Training	Apparatus Maint	Community Events	VFC Admin	Other	Mandatory Training Drills (2 per month)	Emergency Responses	Total Hours	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Descriptions									
Training: Self-study, TGST's, department classes or station training other than monthly company drills									
Apparatus Maintenance: Cleaning, inventory, repairs, maintenance with shop of any Dept or VFC apparatus									
Community Events: PR, fire prev, open house, parades, public events, vol. recruitment, benefit dinners, etc									
VFC Admin: VFC officer duties, documentation, month-end reports, etc									
Other: Station maintenance, other special duties or assignments related to VFC or BCFD									

BUTTE COUNTY FIRE DEPARTMENT - VOLUNTEER TRAINING REQUEST

Training Request Form

PART A Volunteer Captain or Designee to completeTo be
completed
by the
Training
Office

NAME: 1.	RANK:	STUDENT EMAIL ADDRESSES	A	D
2.			<input type="checkbox"/>	<input type="checkbox"/>
3.			<input type="checkbox"/>	<input type="checkbox"/>
4.			<input type="checkbox"/>	<input type="checkbox"/>
5.			<input type="checkbox"/>	<input type="checkbox"/>
6.			<input type="checkbox"/>	<input type="checkbox"/>
7.			<input type="checkbox"/>	<input type="checkbox"/>
8.			<input type="checkbox"/>	<input type="checkbox"/>
9.			<input type="checkbox"/>	<input type="checkbox"/>
10.			<input type="checkbox"/>	<input type="checkbox"/>

VOLUNTEER COMPANY NAME:

COMPANY OFFICER SUBMITTING NAMES:

COURSE TITLE:

COURSE DATES:

COURSE LOCATION

TRAINING PROVIDER:

TRAVEL AND PER DIEM

\$

☐ NO COST FOR TRAVEL

TUITION AND BOOKS

\$

☐ NO COST FOR TRAINING

REASON FOR TRAINING:

PART B SUPERVISOR TO COMPLETE

THE TRAINING CATEGORY AND REIMBURSEMENT LEVEL ARE (CHECK ONE)

☐ **JOB-REQUIRED** "Job-required training is designed to assure adequate performance in a current assignment. This includes orientation training, training made necessary by new assignments or new technology, refresher training for maintenance of ongoing programs, safety training, and training mandated by law or other State authority."

☐ **JOB RELATED** "Job-related training is designed to increase job proficiency or improve performance above the acceptable level of competency established for a specific job assignment."

☐ **BC APPROVAL RECOMMENDED**☐ **BC APPROVAL NOT RECOMMENDED**

BC SIGNATURE:

DATE:

APPROVED BY BUDGET MANAGER

*Those names checked "A" in PART A
have been approved for the above stated training.*

DISAPPROVED BY BUDGET MANAGER

*Those names checked "D" in PART A
have not been approved for the above stated training.*

TRAINING BC SIGNATURE:

DATE:

Butte County Fire Department Annual Proposed Budget

Company:_____ Year:_____

Previous years savings account ending balance: 12/31/11, \$2,000

Previous years checking account ending balance: 12/31/11, \$500

Projected Income

Community Association	\$2,500
Individual Donations	\$2,000
Pancake Breakfast	\$1,500
Hat and T-Shirt Sales	\$200
Water Tender Rental	\$5,000
Company Dues	<u>\$250</u>
	\$11,000

Projected Expenses

PG&E	\$1,000
Pacific Bell	\$500
Propane	\$800
Post Office	\$100
Office Supplies	\$100
Vehicle Maintenance	\$1,500
Pancake Breakfast Supplies	\$500
Purchase Rescue Tools	\$5,500
Contingency Fund	<u>\$1,000</u>
	\$11,000

Butte County Fire Department Notice of Disiplinary Action

Name: _____
Rank: _____
Volunteer Fire Company: _____
Home Address: _____

The Butte County Fire Department hereby notifies you, that in accordance with the procedures set forth in the Butte County Fire Department Volunteer Standard Operating Procedures Manual, the following Disiplinary Action is being initiated:

I. STATEMENT OF THE NATURE OF THE DISIPLINARY ACTION

You are hereby notified of an Official Action:

- | | |
|--|---|
| <input type="checkbox"/> Corrective Interview | <input type="checkbox"/> Matter has been dismissed |
| <input type="checkbox"/> Letter of Warning | <input type="checkbox"/> Rejection during Probation |
| <input type="checkbox"/> Suspension from BCFD | <input type="checkbox"/> Demotion |
| <input type="checkbox"/> Termination from BCFD | <input type="checkbox"/> See Notes |

Notes: _____

II. EFFECTIVE DATE: _____

III. STATEMENT OF CAUSE(S)

This Disiplinary Action is being taken against you in accordance with the Butte County Fire Department Volunteer Firefighter Standard Operating Procedures Manual, Chapter 4.

IV. STATEMENT OF FACTS

The specific violation of the Butte County Fire Department's Volunteer SOP manual is _____ The above SOP manual section(s) were violated on _____.

Specific details of the violation are as follows: _____

☐ See attached Documentation

V. THE RIGHT TO APPEAL

You are entitled to appeal this action (within 15 days) to the appropriate Division Chief and/or Fire Chief as outlined in Section 4.11 of the Volunteer Operating Manual and have the right to inspect relevant documentaion and policies. The appeal decision from the Fire Chief is final.

Volunteer/Career Captain/Chief

Date

BUTTE COUNTY FIRE DEPARTMENT

VFF GRIEVANCE/COMPLAINT FORM

VFF NAME _____

COMPANY _____

Date of incident: _____

Date discussed with Volunteer Captain: _____

Name _____

Date discussed with Career Captain: _____

Name _____

Date discussed with Volunteer Liaison Officer: _____

Name _____

Date grievance/complaint delivered to Battalion Chief: _____

BC Name: _____

ISSUE: (Please explain issue fully – use attachments if necessary)

First level review

Decision:

Battalion Chief (Signature)

Returned to VFF _____

VFF Response to first level decision:

Date forwarded to Fire Chief _____

Second level response

Decision:

FIRE CHIEF _____

Returned to VFF _____

(The Fire Chiefs decision is final)

Attachment 8.29

BCFD Grievance, Harassment and Discrimination Complaint Form (Rev. 04/18/11)

Butte County Fire Department

Physical and Mental Stress Statement Support and EMS Responder

A description of the physical and mental stresses a volunteer Support and EMS Responder may be subjected is given below. Your judgment as to the volunteer's capacity to perform the required job duties is needed. In your conclusion, take into account the long range outlook for continued performance and the employee's ability to safely perform these duties without significant increased risk of injury to self or others due to medical condition.

The support and EMS responder is assigned to either an urban or rural area and must have endurance to respond and perform a variety of duties including: prevention and education programs, fundraising activities, company administrative assignments, station maintenance, assist with structure fire rehab, structure fire incident accountability and traffic control. In addition, the EMS responder will also respond to medical aid calls and perform CPR as needed.

The support and EMS responder must have hearing adequacy within speech frequencies (uncorrected), full use of hands and feet, the necessary strength and agility required for extensive bending, stooping and squatting. He or she must be able to move objects up to 50 pound.

Duties involve field work requiring physical performances involving average ability.

Name of Volunteer Responder: _____

Volunteer Company assigned to: _____

Physician's Recommendations and Comments:

☐ Not Release to full duty

☐ Release to full duty – give effective date:

Date

Signature of Physician

Name of Physician

Butte County Fire Department

Physical and Mental Stress Statement

Full Responder

(Including Squad, Rescue and Engine Operator)

A description of the physical and mental stresses a volunteer Full Responder may be subjected is given below. Your judgment as to the volunteer's capacity to perform the required job duties is needed. In your conclusion, take into account the long range outlook for continued performance and the employee's ability to safely perform these duties without significant increased risk of injury to self or others due to medical condition.

The full responder is assigned to either an urban or rural area and must have endurance to handle structural fires, rescues, floods, vegetation fires on steep terrain and respond to medical aids, traffic collisions and perform CPR as needed. While on major fires, a volunteer firefighter may be required to go without sleep and/or food for extended periods of time.

A full responder must have hearing adequacy within speech frequencies (uncorrected), full use of hands and feet, the necessary strength and agility required for extensive bending, stooping and squatting. He or she must be able to move heavy objects such as a 150 pound, 1-1/2" hose charged with water. A volunteer responder must be able to work in situations where heat is so intense that exposed skin (face and hands) may be burned, and is required to wear heavy protective clothing. He or she may be exposed to heavy smoke and chemical fumes and exposure to chemicals and is required to wear a respirator.

Duties involve field work requiring physical performances involving above average ability, endurance and superior condition, including occasional demand for extraordinary strenuous activities in emergencies, under adverse environmental conditions, and over extended periods of time; requires running, walking, difficult climbing, jumping, twisting, bending and lifting over 25 pounds; pace of work is typically set by the emergency situation. Full responders must pass the respiratory fitness medical exam, including spirometry.

Equipment operators will drive fire apparatus to emergency incidents and perform fire suppression as well as support the emergency incident.

Name of Volunteer Responder: _____

Volunteer Company assigned to: _____

Physician's Recommendations and Comments:

☐ Not Release to full duty

☐ Release to full duty – give effective date:

Date

Signature of Physician

Name of Physician

Attachment 8.31

BCFD Full Responder Stress Statement (Rev. 5/28/11)

Butte County Fire Department

Physical and Mental Stress Statement Breathing Support and Water Tender Operator

A description of the physical and mental stresses a volunteer Breathing Support and Water Tender Operator may be subjected is given below. Your judgment as to the volunteer's capacity to perform the required job duties is needed. In your conclusion, take into account the long range outlook for continued performance and the employee's ability to safely perform these duties without significant increased risk of injury to self or others due to medical condition.

The breathing support and water tender operator is assigned to either an urban or rural area and must have endurance to respond to perform a variety of duties including: prevention and education programs, fundraising activities, company administrative assignments, station maintenance, assist with structure fire rehab, structure fire incident accountability, traffic control, respond to medical aids and perform CPR as needed. In addition, the breathing support and water tender operator will drive fire apparatus to structure and/or wildland fires and support the emergency incident.

The breathing support and water tender operator must have hearing adequacy within speech frequencies (uncorrected), full use of hands and feet, the necessary strength and agility required for extensive bending, stooping and squatting. He or she must be able to move objects up to 75 pound.

Duties involve field work requiring physical performances involving average ability endurance and conditioning, including occasional demand for strenuous activities in emergencies, under adverse environmental conditions, and over extended periods of time; pace of work is typically set by the emergency situation.

While on major fires, the breathing support and water Tender operator may be required to go without sleep and/or food for extended periods of time.

Name of Volunteer Responder: _____

Volunteer Company assigned to: _____

Physician's Recommendations and Comments:

- ☐ Not Release to full duty
☐ Release to full duty – give effective date:

Date

Signature of Physician

Name of Physician

Attachment 8.32

BCFD Breathing Support and Water Tender Operator Stress Statement (Rev. 5/28/11)

Butte County Fire Department

Oath of Allegiance

VFF Name

Company

Date

- ✓ As members of Butte County Fire Department, it is my duty to safeguard lives and property.
- ✓ To be honest in thought and deed in both my personal and professional life.
- ✓ I will be exemplary in obeying the laws of the land and the relations of my department and volunteer company.
- ✓ I will never act officiously or permit personal feelings, prejudices, and animosities of friendships to influence my decisions.
- ✓ I recognize the badge of this position as a symbol of public faith, and I accept it as a volunteer firefighter.
- ✓ I will constantly strive to achieve these objectives and ideals, dedicating myself as a volunteer firefighter for Butte County Fire Department.

Administered By

Date

After the Oath of Allegiance is give to the VFF, the form will be placed in the employees fire station file.

BUTTE COUNTY FIRE DEPARTMENT NEW VOLUNTEER CHECKLIST

NAME (Last, First)

COMPANY #

START DATE

☐ Support Only ☐ EMS Only ☐ Volunteer Firefighter ☐ Water Tender Operator ☐ Breathing Support Operator

Task	Completion Date	Verifier Signature
Applicant attends three Volunteer Company meetings within a two month period (2 meetings per month)		
At the 3 rd volunteer Company Meeting the applicant is provided a volunteer application packet		
Applicant submits completed application packet including Live Scan receipt & attachment 8.15 (BCFD Authorization to Drive) with DMV printout and current Auto Insurance Policy declaration page with coverage limits		
Applicant is Interviewed by Volunteer Company		
Application is reviewed by and Initialed by the Volunteer Captain and Career Captain		
Applicant is forwarded to the Battalion Chief		
Battalion Chief interviews applicant and forwards recommendations		
Battalion Chief Forwards Application to County Finance		
Background investigation and County Finance Review		
Health questionnaire reviewed by physician		
County Finance Approves/Denies Application, Notifies VFC and Career Captain		
Support Module Completed within 1 st Year		
EMS Module Completed within 1 st Year		
Wildland & Structure Module Completed within 1 st Year		
Respiratory Protection Program Health Questionnaire reviewed based on desired level of response		
Complete Spiro & Respiratory Protection Program Fit test based on desired level of response (after the wildland module and prior to the structure module)		

**** NOTE:** Before responding to any incident, the PVFF must complete the above tasks and applicable module(s).

Volunteer Captain

Date

After the checklist has the approval signature, the form will be placed in the employees station file.

BUTTE COUNTY FIRE DEPARTMENT NEW APPLICATION CHECKLIST

NAME (Last, First)

COMPANY #

START DATE

☐ Support Only ☐ EMS Only ☐ Volunteer Firefighter ☐ Water Tender Operator ☐ Breathing Support Operator

Task	Completion Date	Verifier Signature
Confirm the below forms are properly filled out, dated and signed		
Application for Appointment		
Health Questionnaire (in a sealed envelope marked confidential)		
Emergency Notification Form		
Form W-4		
Form I-9 (Career Captain must verify I-9 info prior to application submission)		
Rules of conduct		
A copy of the Live Scan form (DOJ/FBI). A copy of the completion receipt must be attached to the application		
Attachment 8.15 (BCFD Authorization to Drive) with the following attachments:		
*A DMV printout (current within the last 30 days)		
*A copy of the applicant's current Auto Insurance Policy declaration page with coverage limits (\$15,000/\$30,000 personal injury and \$25,000 for property damage minimum limits),		
*A copy of the applicants Driver's License		
After application approval, the Career Captain must:		
Provide the applicant with the Oath of Allegiance		

Volunteer Captain

Date

After the checklist has the approval signature, the form will be placed in the employees station file.

Butte County Fire Department

POLICY ON COMPUTER USE AND ETHICS

All department computers, equipment, operating systems, software and data therein, including but not limited to e-mail, are the property of Butte County Fire Department. Furthermore, all VFF's are informed that e-mail and other computer system transmissions are subject to review and inspection by Information Systems and Department management staff.

Employees and VFF's shall not:

- a. Use hardware or software for personal use.
- b. Load software from any source, disk, CD, or Internet provider for non-department business related purposes, including but not limited to computer games, screensavers, etc.
- c. Use any modem, e-mail, or Internet provider for non-department business related purposes.
- d. Copy department software programs, unless permitted by license and with approval of the information systems coordinator.
- e. Change system default settings without authorization from information systems coordinator.
- f. Duplicate system settings to home/personal computers for the purpose of connecting to the CDF Network. Only State and County owned computers are permitted to connect to the CDF Network.

Information, files, and data in the Department computer system, which are confidential under federal, state, or local law must be protected at all times.

Employees and VFF's shall:

- a. Use the computer system only in accordance with this policy, and as assigned.
- b. Not intentionally access records, case information, confidential personnel information, or other stored information not regularly assigned to the employee or VFF, including information pertaining to family members, friends, neighbors, etc. All access that is not intentional shall be deemed as unintentional, and the extent thereof shall be reported immediately to the employee's/VFF supervisor.
- c. Not copy computer system generated confidential information to a disk, unless authorized by his/her supervisor.
- d. Not "hack" into unauthorized areas, the files of other employees/VFF's, or departmental files. For the purpose of this policy the term "hacker" shall be defined to be:
A malicious meddler who tries to discover sensitive information by poking around, or one who attempts to break security of a system.
- e. Not print confidential information for unauthorized use or distribution.

Employees and VFF's who use or attempt to use department computer systems, information, files, or data contrary to this policy, or who violate a client or other employee/VFF confidential records or files, as defined by federal, state, or local laws, may be subject to disciplinary action up to and including termination.

Electronic Mail Usage [CDF Handbook 0950.1]

This policy encompasses all email communication, including messages sent via the Internet. Email correspondence is regarded as a corporate asset within CDF. All mail content and activities supporting the email system are focused on providing timely and efficient communication between CDF employees, and with outside agents and departments with which we do business.

- CDF's email system was installed and is maintained by the department for CDF business.
- Email is not intended to replace official documentation. If email is used to quickly communicate on issues or policies, follow-up with the appropriate written document.
- Email messages and files are the property of the department.
- The use of virus detection software is required. The entire CDF enterprise computer system is susceptible to viruses transported via email.
- Department email records must be protected or purged in compliance with SAM guidelines (Section 1600) and operational needs. Users should regularly purge messages. Email that needs to be retained should be archived, or printed.
- Email, including attachments, shall not exceed 2mb.
- File attachments should be in the appropriate standard software format.

Email Usage Guidelines [CDF Handbook 0950.2]

- Email shall not be used for personal or unlawful purposes.
- Email should not be used to send confidential information. There can be no guarantee of privacy.
- All files received attached to email from outside the CDF system shall be tested with anti-virus software.
- Users should not send time-critical information using email without ensuring that the receiver is available to read the message.
- Check email at least once daily.
- Use the "Subject:" line to accurately describe the content of the mail you are sending.

Email Etiquette [CDF Handbook 0950.3]

- When using this corporate asset, users of the email systems are to conduct themselves with the responsibility and professionalism expected of CDF employees.
- Use of profane, obscene, threatening or derogatory language is not acceptable.
- When writing email, remember that the recipient may forward it to others, including those outside of CDF.

ACKNOWLEDGEMENT OF REVIEW BY VFF

I have received and read a copy of the foregoing policy. I agree to be bound by the provisions of this policy. I acknowledge that the Department retains the sole right to grant or modify my access to any computer system and tools as well as the authority to view and monitor my computer usage, Internet, and e-mail activities.

Employee/VFF Signature

Date

The above employee has acknowledged that they have received and read the foregoing policy.

Supervisor's Signature

Date

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position <u>Support Responder</u>	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The Support Responder works under the direction of the Volunteer Captain and/or Volunteer Lieutenant.</p> <p>General duties and responsibilities –</p> <p>As a Support Responder, He/She will assist the Butte County Fire Department with a variety of duties in support of the volunteer fire company.</p> <p>Specific duties –</p> <p>He/She will perform limited support duties including: prevention and education programs, fundraising activities, company administrative assignments, station maintenance and assist with structure fire rehab, structure fire incident accountability and traffic control.</p> <p>Performs general housekeeping duties as required.</p> <p>Maintains competency in all required skills and certifications.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature _____		Date _____	
Supervisor Signature _____		Date _____	
Personnel use only <input type="checkbox"/> Posted to Directory		Initials and date _____	

Attachment 8.37

BCFD Support Responder Duty Statement (Rev. 10/05/11)

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position EMS Responder	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The EMS Responder works under the direction of the Volunteer Captain and/or Volunteer Lieutenant.</p> <p>General duties and responsibilities –</p> <p>An EMS responder will respond to medical calls and perform support responder duties.</p> <p>Specific duties –</p> <p>He/She will respond as an EMS responder to medical aid calls from your residence in your personnel vehicle. EMS responders can respond to traffic collisions and perform medical care to patients out of the vehicle only. EMS responders will also perform support responder duties.</p> <p>He/She will perform limited support duties including: prevention and education programs, fundraising activities, company administrative assignments, station maintenance and assist with structure fire rehab, structure fire incident accountability and traffic control.</p> <p>Performs general housekeeping duties as required.</p> <p>Maintains competency in all required skills and certifications.</p> <p><small>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</small></p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature _____		Date _____	
Supervisor Signature _____		Date _____	
Personnel use only <input type="checkbox"/> Posted to Directory		Initials and date _____	

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Full Responder	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The full responder works under the direction of the Volunteer Captain and/or Volunteer Lieutenant.</p> <p>General duties and responsibilities –</p> <p>He/She will perform a full range of firefighting, rescue, and medical aid duties. He/She will assist in general station maintenance duties including building, grounds, apparatus, and tool maintenance.</p> <p>Specific duties –</p> <p>He/she will connect hose lays, operate hose lines, enter burning buildings, operate hose lays, climb ladders, ventilate buildings, and make forcible entry into buildings. Administers emergency medical treatment during incidents. He/she will perform vehicle extrication, assist in technical rescues, hazardous materials incidents, etc .</p> <p>Will aid in the training of the VFF Company.</p> <p>Performs general housekeeping duties as required.</p> <p>Eligible to attend specialized training.</p> <p>Cleans and repairs various types of firefighting equipment as necessary.</p> <p>Assists in various types of public programs and fundraising events.</p> <p>Maintains competency in all required skills and certifications.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature _____		Date _____	
Supervisor Signature _____		Date _____	
Personnel use only <input type="checkbox"/> Posted to Directory		Initials and date _____	

Attachment 8.39

BCFD Full Responder Duty Statement (Rev. 10/05/11)

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Operator	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The Operator works under the direction and supervision of the assigned Volunteer Captain/Lieutenant.</p> <p>General duties and responsibilities:</p> <p>The position requires the operation of fire apparatus on all-risk operations and performance of typical fire fighter duties. He/she is responsible for maintaining and making minor repairs to vehicles, fire stations, and equipment. He/she may train personnel in the absence of the Career Company Officer. The position requires maintaining the appropriate class driver's license with a current physical/health questionnaire.</p> <p>Specific duties:</p> <p>Operates and drives fire equipment (i.e. squads, rescues, breathing support) on medical emergencies, wildland fires, structure fires, and other types of emergencies.</p> <p>Initiates command of all fires and other emergencies (when first at scene). Directs such incident activities to provide for the highest degree of life safety of the general public while continually providing the highest degree of safety and protection of the firefighters.</p> <p>He/she will assume station management responsibilities in the absence of the Career Company Officer. He/she is responsible for obtaining and relaying fire/EMS report information, securing materials and supplies, and meeting the public.</p> <p>Assists in training of the VFF Company</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature	Date	Supervisor Signature	Date
Personnel use only <input type="checkbox"/> Posted to Directory			
Initials and date			

Attachment 8.40

BCFD Operator Duty Statement (Rev. 10/05/11)

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01) - PAGE 2	Working Title of Position Operator
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.
100%	<p>With help of assigned personnel, maintains fire apparatus and equipment and makes minor repairs as necessary. Qualified, experienced, and approved operators can proctor Skills check-off exam for Operator Requirements. (The Career Captain and Company Captain will pre-approve these proctors).</p> <p>Operator Requirements:</p> <p>All operators must meet the training and experience requirements as outlined in this manual prior to operating and fire apparatus</p> <p style="text-align: right; font-size: small;">*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>
Job qualifications and/or conditions of employment:	
"We have discussed this document in its entirety and understand the duties of this position."	
Employee Signature _____	Date _____
Supervisor Signature _____	Date _____
Personnel use only <input type="checkbox"/> Posted to Directory	
Initials and Date _____	

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Engineer	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The VFF Engineer works under the direction and supervision of the assigned Volunteer Captain/Lieutenant.</p> <p>General duties and responsibilities:</p> <p>The position requires the operation of fire engines and/or water tenders on all-risk operations and performance of typical fire fighter duties. He/she is responsible for maintaining and making minor repairs to vehicles, fire stations, and equipment. He/she may train personnel in the absence of the Career Company Officer. The position requires maintaining the appropriate class driver's license, with a current physical.</p> <p>Specific duties:</p> <p>Operates and drives any pumping apparatus (fire engines/water tenders) on wild land, structural, and other types of incidents. The VFF Engineer will also perform all the duties of a VFF Operator (including Operator Requirements).</p> <p>Initiates command of all fires and other emergencies (when first at scene) until relieved. Direct such incident activities to provide for the highest degree of life safety of the general public while continually providing the highest degree of safety and protection of the firefighters.</p> <p>He/she will assume station management responsibilities in the absence of his Career Company Officer. He/she is responsible for obtaining fire/EMS report information, securing materials and supplies, and meeting the public.</p> <p>Assists in training the VFF Company</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature _____	Date _____	Supervisor Signature _____	Date _____
Personnel use only <input type="checkbox"/> Posted to Directory _____			
Initials and date			

Attachment 8.41

BCFD Engineer Duty Statement (Rev. 10/05/11)

Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.
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100%

With help of assigned personnel, maintains fire apparatus and equipment (i.e. tools), and makes minor repairs as necessary. Qualified, experienced, and approved VFF Engineers can proctor the Skills Exam for VFF Engineers (when approved by the Career Captain and Volunteer Company Captain).

Engineer Requirements:

All engineers must meet the training and experience requirements as outlined in this manual prior to operating and fire apparatus

*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature
Personnel use only

Date

☐ Posted to Directory

Supervisor Signature

Date

Initials and Date

Attachment 8.41

BCFD Engineer Duty Statement (Rev. 10/05/11)

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Lieutenant	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The Volunteer Lieutenant works under the direction and supervision of the Company Captain. Duties and responsibilities may vary dependent upon geographic location and type of equipment involved.</p> <p>It must be clearly understood this is a position that requires sound leadership and management skills, as well as a good working knowledge of BCFD policy and VFC bylaws and procedures. The Lieutenant(s) must be able to maintain a good, cooperative working relationship with the Battalion Chief, Career Captain, and volunteer firefighters.</p> <p>General duties and responsibilities:</p> <p>The position is subordinate to the Company Captain. The primary role of this position is to reduce the Span-of-Control within the VFC. The position is assigned duties as per the Company Captain. The Volunteer Lieutenant, when delegated, assumes the role of the Company Captain in his/her absence.</p> <p>Specific duties:</p> <p>Must meet all minimum training and experience requirements detailed in this manual.</p> <p>Ensure that all assigned fire equipment is operational by performing required preventative maintenance and minor repairs.</p> <p>Equipment shall be returned to quarters in a clean and in-service state.</p> <p>Supports and participates in an ongoing training program for the VFC to provide for the highest level of skills.</p> <p>When assigned, ensures maintenance of station facility and grounds in the best possible condition. May schedule minor repairs, painting and yard maintenance.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature	Date	Supervisor Signature	Date
Personnel use only <input type="checkbox"/> Posted to Directory			
Initials and date			

Attachment 8.42

BCFD Lieutenant Duty Statement (Rev. 10/05/11)

Working Title of Position
 Lieutenant

Percentage of Time
 Required

Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.

100%

When assigned, maintains station administration files, training manuals, and order necessary supplies and equipment to keep the station and equipment operating (at "Volunteer" stations).

Initiates command of all fires and other emergencies (when first at scene) until relieved.

Attends scheduled training, as directed, to maintain proficiency in all-risk skills and leadership skills.

*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature
 Personnel use only

Date

☐ Posted to Directory

Supervisor Signature

Date

Initials and Date

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Captain	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>Works under the direction and supervision of the Career Captain. Duties and responsibilities may vary dependent upon geographic location and type of equipment involved.</p> <p>It must be clearly understood this is a position that requires sound leadership and management skills, as well as a good working knowledge of BCFD policy and VFC bylaws and procedures. The Captain must be able to maintain a good, cooperative working relationship with the Battalion Chief, Career Captain, and volunteer firefighters.</p> <p>General duties and responsibilities:</p> <p>The position may involve the coordination of a fire station and/or equipment. Includes the organization and training of volunteer fire company members in conjunction with career firefighters. Where applicable, organizes and coordinates station activities such as facility and equipment maintenance; conducts or assists fire prevention programs within the station influence area; and may coordinate the daily activities of all volunteer firefighting personnel with Career Company Officers to provide for the highest level of safety and training.</p> <p>Specific duties:</p> <p>Must meet all minimum training and experience requirements detailed in this manual.</p> <p>Ensure that all assigned fire equipment is operational by performing required preventative maintenance and minor repairs.</p> <p>Equipment shall be returned to quarters in a clean and in-service state.</p> <p>With the assistance of the Career Captain and the Department Training Officer, supports and participates in an ongoing training program for the VFC to provide for the highest level of skills.</p> <p>Acts as the issuance officer for VFC station. Keeps manuals in an up-to-date condition.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature	Date	Supervisor Signature	Date
Personnel use only <input type="checkbox"/> Posted to Directory			
Initials and date			

Attachment 8.43

BCFD Captain Duty Statement (Rev. 10/05/11)

Working Title of Position
Captain

Percentage of Time
Required

Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.

100%

Ensures maintenance of station facility and grounds in the best possible condition. Schedules minor repairs, painting and yard maintenance.

Maintains station administration files, training manuals, and order necessary supplies and equipment to keep the station and equipment operating (at "Volunteer" stations).

Ensures all VFF's assigned to the volunteer fire company are current on all required training and take appropriate action when a VFF fails to maintain compliance with required training.

Initiates command of all fires and other emergencies (when first at scene) until relieved.

Attends scheduled training, as directed, to maintain proficiency in all-risk skills and leadership skills.

Where appropriate or authorized by the Career Captain /Battalion Chief, provides for an ongoing community relations program, including conducting open house for visitors and assisting in various Department fire prevention activities.

*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature
Personnel use only

Date

☐ Posted to Directory

Supervisor Signature

Date

Initials and Date

Attachment 8.43

BCFD Captain Duty Statement (Rev. 10/05/11)

STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION POSITION ESSENTIAL FUNCTIONS DUTIES STATEMENT PO-199 (04/01)		Working Title of Position Volunteer Liaison Officer	
		Division and/or Subdivision	
INSTRUCTIONS: The Director is required by Government Code Section 19818.12 to report (or to record) "...material changes in the duties of any position in his or her jurisdiction". The Position Essential Functions Duties Statement is used for this purpose. Enter identifying information and effective date at the right. Enter brief description of each of the important duties and responsibilities of the position below. Group related duties in numbered paragraphs and indicate the percentage of total time occupied. Indicate the "essential functions" of the position by placing an asterisk (*) in front of those individual duties you determine to be essential to the job. Discuss the duties with the employee assigned to the position. Both the employee and supervisor sign the document where indicated. The supervisor retains the original document and provides a copy to the employee.		Location of Headquarters	
		Class Title of Position	
		Position Number	
		Effective Date	
Percentage of Time Required	Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.		
100%	<p>The Butte County Fire Department Volunteer Liaison Officer (VLO) receives direction from and reports to the Fire Chief of the Department. The VLO will assist the BCFD regarding issues related to the integrated operation and administration of the volunteer fire program. This includes assisting with the dissemination of information of interest to career and volunteer fire fighters of the Butte County Fire Department. The VLO will continuously work towards improving the BCFD.</p> <p>The VLO will work with all levels of the chain of command to provide information and advise of potential conflicts. When conflicts arise the VLO will work in a fair and unbiased way to resolve those conflicts. The VLO will ensure that any conflicts are dealt with in a timely manner and at the lowest supervisory level possible.</p> <p>Specific duties include:</p> <p>Attend Department staff meetings, Volunteer meetings, and other functions and meetings as directed or needed</p> <p>Keep communications flowing and timely, keep the Chief informed and up to date on the Volunteer Program</p> <p>Membership on the BCFD Volunteer Fire Fighter Standard Operating Procedures (SOP) committee.</p> <p>Work closely with the Training & Safety Bureau to improve and encourage training within the volunteer program.</p> <p>Encourages the understanding that the volunteer and career firefighters are part of one organization, the Butte County Fire Department.</p> <p>Encourage the full integration and fiscal support of BCFD Volunteer Fire companies by Butte County.</p> <p>*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.</p>		
Job qualifications and/or conditions of employment:			
"We have discussed this document in its entirety and understand the duties of this position."			
Employee Signature	Date	Supervisor Signature	Date
Personnel use only <input type="checkbox"/> Posted to Directory			
Initials and date			

Attachment 8.44

BCFD Volunteer Liaison Officer Duty Statement (Rev. 10/05/11)

Percentage of Time
Required

Effective on the date indicated, the employee assigned to the position identified above performs the following duties and responsibilities.

100%

Assists the BCFD with ensuring that volunteer firefighters are recognized for their efforts and their importance to the citizens of Butte County and the Butte County Fire Department.

This is a voluntary position filled by a BCFD Volunteer Fire Fighter. There is no compensation beyond what is already allowed for by rules established by Butte County and the Butte County Fire Department.

*These are the essential functions for this position. Essential functions are those functions that the individual who holds the position must be able to perform unaided or with the assistance of a reasonable accommodation.

Job qualifications and/or conditions of employment:

"We have discussed this document in its entirety and understand the duties of this position."

Employee Signature
Personnel use only

Date

☐ Posted to Directory

Supervisor Signature

Date

Initials and Date

Attachment 8.44

BCFD Volunteer Liaison Officer Duty Statement (Rev. 10/05/11)

Butte County Fire Department

Health and Safety Code section 14825 through 14833

14825

(a) Fire companies in unincorporated towns may be organized by filing a certificate signed by the foreman or presiding officer and by the secretary, with the Fire and Rescue Operational Area Coordinator in the same county, or other county agency as designated by ordinance of the county board of supervisors.

(b) Fire companies in incorporated cities may be organized, subject to any local ordinance established pursuant to Section 14832, by filing a certificate signed by the foreman or presiding officer and by the secretary, with the city council or other agency as designated by ordinance of the city council and with the Fire and Rescue Operational Area Coordinator in the same county as the city.

14826

The certificate shall set forth the following matters:

- (a) The date of organization.
- (b) The name of the company.
- (c) The names of the officers.
- (d) The roll of active volunteer firefighters and those volunteer firefighters on leave.
- (e) Where an ordinance has been adopted pursuant to Section 14831, a copy of the determination of the board of supervisors pursuant to Section 14831.

14827

The certificate shall be filed by February 1 of each year. The board of supervisors may, by ordinance, require an updated or second filing each year.

14828

There shall not be in any one unincorporated town more than one company for each one thousand inhabitants, but one company may be allowed in any town where the population is less than one thousand.

14829

An engine company may consist of not more than 65 certificate members; a hook-and-ladder company of not more than 65 certificate members; a hose company of not more than 25 certificate members; and a rescue squad company of not more than 25 certificate members.

14830

Every fire company shall choose or elect a foreman, or president, who is the presiding officer, and a secretary and treasurer.

14831

The board of supervisors of a county that has a population of 400,000 or more on or after January 1, 1985, may, by ordinance, regulate the formation and continued existence of fire companies. The board of supervisors may authorize the formation of any new fire company within the county where it determines that a reasonable level of fire services does not already exist and where the provision of supplemental or competing fire services by any other entity would not result in the mismanagement of emergencies or in confusion to those seeking aid.

The board of supervisors may order that any fire companies formed pursuant to this part may continue to exist upon making the determination that the circumstances stated above exist. The board of supervisors may, by ordinance, establish additional regulations and criteria for the establishment and ongoing operation of fire companies organized pursuant to this part.

14832

The city council of an incorporated city may, by ordinance, regulate the formation and continued existence of fire companies providing services within its city.

14833

Fire company vehicles granted exempt California vehicle registration or displaying exempt California license plates shall be properly insured, marked, and identified as a fire company vehicle.

The fire company shall not allow those vehicles to be loaned, rented, or used for personal pleasure or by for-profit businesses for private economic gain of a business or contractor. This limitation is not intended to prohibit or hinder the fire company's legitimate use of fire company vehicles for emergency services, including contract arrangements or agreements to provide temporary emergency services or standby services to organizations or governmental agencies requesting those services.

Butte County Fire Department Minimum Training Requirements

Volunteer SOP Manual

Course	When	Manual Section	Requirement/Mandate
Support Module	Prior to Response	5.6	Required to be a Support Responder
History/Organizational Structure			Minimum Training for Job Performance
Station Orientation			Minimum Training for Job Performance
Firefighter Safety			Minimum Safety Training for Job Performance
Accountability Policy			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
Private Vehicle Operations			Minimum Training for Job Performance
Radio Use/Communications			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
Seatbelts, Chock Blocks, Backing Signals			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
Volunteer SOP Manual Orientation			Minimum Training for Job Performance
Fire Line Hazards (3 Stripes Your Out)			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
Traffic Control			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
Rules of Conduct			Minimum Training for Job Performance
IIPP Program			8 CCR 3203
Heat Injury Prevention Policy			8 CCR 3395
Hearing Protection			8 CCR 5096-5099
EEO			GC 12950.1, AB 1825, CAL FIRE Policy 1411
Injury and Accident Reporting			Minimum Training for Job Performance
Swift Water Awareness			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
ICS-100			19 CCR 2400-2446, NWCG 310-1, CICCIS
NIMS-700			DHS Federal Requirement
HazMat FRO			8 CCR 5192, SARA Title III, 29 CFR 1910.120
Confined Space Awareness			8 CCR 5156–5159, 29 CFR 1910.146
EMS Module	Prior to Response	5.7	Required to be a EMS Responder
Public Safety First Aid			H&S 1797.182, 22 CCR 100015
Communicable Disease			8 CCR 5193
CPR/AED			H&S 1797.182 & 1797.215, 22 CCR 100015
Documentation/Patient Care Report			Minimum Training for Job Performance
SIDS			22 CCR 100015
Child/Elder Abuse			22 CCR 100015, PC 11166, WI 15630
Hepatitis B Inoculations Options			HS 1797.182
CAL FIRE Burn Policy			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
N100 Mask Fit Testing			8 CCR 5144, 29 CFR 1910.132

Course	When	Manual Section	Requirement/Mandate
Structure Module	Prior to Response	5.8	Required to be a Full Responder, CCR T8 3401 (b)5 & 6773
Mission and Organization			Minimum Training for Job Performance
PPE Structure			8 CCR 3401-3411
SCBA			8 CCR 6773, Minimum Safety Training for Job Performance
Fire Behavior			Minimum Safety Training for Job Performance
Fire Hose			8 CCR 6773, Minimum Training for Job Performance
Fire Streams			8 CCR 6773, Minimum Training for Job Performance
Ladders			8 CCR 6773, Minimum Training for Job Performance
Salvage and Overhaul			8 CCR 6773, Minimum Training for Job Performance
Lifting and Hoisting			8 CCR 6773, Minimum Training for Job Performance
Building Construction			Minimum Training for Job Performance
Forcible Entry			8 CCR 6773, Minimum Training for Job Performance
Ventilation			8 CCR 6773, Minimum Training for Job Performance
Rescue			8 CCR 6773, Minimum Training for Job Performance
Fire Control			8 CCR 3401 (b)5, Minimum Safety Training for Job Performance
Fire Protection Systems			Minimum Training for Job Performance
Fire Extinguishers			8 CCR 6151
Water Supply			Minimum Training for Job Performance
Firefighter Health and Safety			Minimum Safety Training for Job Performance
2 in 2 out			8 CCR §5144, 29 CFR 1910.134(g)(4)
Live Fire (burn building)			8 CCR 6773, Minimum Training for Job Performance
Department Vehicle Operator	Prior to Operating	5.9 through 5.13	Required to operate Department Vehicles
NIMS-800			DHS Federal Requirement
EVOC			CVC 12804.11(a)
CDL appropriate for vehicle operating			CVC 12804.11(a)
Defensive Driving			CVC 12804.11(a), 49 CFR Part 383, SAM 0751
Utility Operator	Prior to Operating	5.9	Required to Operate a Utility
No Additional Requirements			N/A
Water Tender Operator	Prior to Operating	5.10	Required to Operate a Water Tender
Basic Pump Operations			CVC 12804.11(a), Minimum Training for job Performance
Water Tender Course			8 CCR 6773, Minimum Safety Training for Job Performance
Wildland Module			8 CCR 3401 (b)5 & 6773, NWCG 310-1, CICCIS
Basic Structure Fire Awareness			8 CCR 3401 (b)5 & 6773

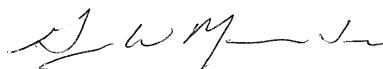
Course	When	Manual Section	Requirement/Mandate
Squad/Rescue Operator	Prior to Operating	5.11	Required to Operate a Squad or Rescue
Incident Management			19 CCR 2400-2446, Minimum Training for Job Performance
Extrication 1			8 CCR 6773, Minimum Training for Job Performance
Pump Operations (squads with pump)			CVC 12804.11(a), 8 CCR 6773
LARRO (rescues only)			8 CCR 6773, Minimum Training for Job Performance
Engine Operator	Prior to Operating	5.12	Required to Operate an Engine
Pump operations			8 CCR 6773, Minimum Training for Job Performance
Breathing Support Operator	Prior to Operating	5.13	Required to Operate a Breathing Support
Basic Structure Fire Awareness			8 CCR 3401 (b)5 & 6773
Specialized Equipment Training			8 CCR 6773, Minimum Training for Job Performance
Other Requirements			Other Requirements
Respiratory Protection Plan (fit testing)	Annually	5.18	8 CCR 5144, 29 CFR 1910.132
Annual Skills Testing	Annually	5.3	8 CCR 6773, Minimum Training for Job Performance

Butte County Fire Department/CAL FIRE Butte Unit Chief's General Orders

The General Order's below will guide the activities of the Butte County Fire Department/CAL FIRE Butte Unit.

- The Butte County Fire Department/CAL FIRE Butte Unit will always remember who we work for. Simply put, we work for the citizens of California and Butte County regardless of the jurisdiction or situation. When making decisions, both emergency and administrative, we must keep this in mind. This does not mean that every decision will be embraced by every person we serve; it just means we will base our decisions on the common good and always within our training, experience and the law.
- The Butte County Fire Department/CAL FIRE Butte Unit will always look for opportunities to work cooperatively with other agencies and public service providers and we will work hard to maintain those cooperative relationships. Agencies working together will always provide better service to the public than agencies working individually.
- Butte County Fire Department/CAL FIRE employees will support each other professionally and personally. Chief Officers will consider the well-being of our employees as part of every decision we make. Company officers will consider the same for the employees they supervise. All employees must recognize that we are absolutely dependent on each other in every aspect of this important job.

George W. Morris, Jr.



Chief
Butte County Fire Department
CAL FIRE Butte Unit

Butte County Fire Department Career and Volunteer Company Officer Responsibilities

The information below is in keeping with the Butte County Fire Department/CAL FIRE Butte Unit Chief's General Orders. The General Orders guide the decisions of all Butte County Fire Department employees, career or volunteer. As with the General Orders, the responsibilities presented below are not ideas or suggestions. They will be carried out by career and volunteer company officers alike.

There must be complete understanding on the part of career and volunteer fire fighters that we are a combination fire department. A combination fire department is the cost effective blending of career and volunteer firefighters. For our county, given its current population, a combination system provides better service to the public than a system of only career or only volunteer firefighters could. We are the best fire department we can be because we are a combination department. It is safe to say we will be a combination fire department forever.

The information below is not a "day to day responsibilities" check list. These are the general responsibilities of career and volunteer company officers related to constant organizational improvement, supporting our department, supporting each other and providing the best possible service to the public.

Volunteer company officers, as the direct representatives of the Fire Chief to the volunteer company and the community they work in, will conduct themselves in a manner that is a credit to the Butte County Fire Department, their company and their community.

Career company officers, as the direct representative of the fire chief to the volunteer companies and the communities they work in, will conduct themselves professionally and work cooperatively with the volunteer company they are responsible for and the community they work in.

Career company officers and volunteer company officers will communicate regularly on the following subjects:

- Training
- Incident organization
- Personnel issues
- Recruitment
- Retention
- Company equipment/tool needs
- Personnel and community needs and expectations

The list above should not be viewed as the extent of interaction, but as the basic minimum communications.

Career and volunteer company officers will work together to assist each other with public education, information and other outreach. This includes assisting companies with fund raising efforts such as dinners, raffles etc.

A career engine company, co-located with or responsible for a volunteer company, will make every effort to attend every volunteer company training drill to provide or assist with training.

Career and volunteer company officers will ensure that volunteer firefighter training records are maintained and forwarded to the Training and Safety Bureau as required.

Disputes between company officers, volunteer and career fire fighters or with other stations or companies will be resolved quickly. There are several methods to accomplish this:

Frequent company officer communication looking for common ground. **Remember, we always have common ground, it is called public service.**

Volunteer Liaison – Mike Warren

Discussion with the responsible Battalion Chief

Discussion with the responsible Division Chief

Discussion with the Chief of the Department

Chain of command will always be an issue and should be followed if possible, but no serious issue should be allowed to fester.

It is the absolute responsibility of the **career company officer** to ensure that all career personnel he or she supervises treat the volunteer company members with the respect they deserve.

It is the absolute responsibility of the **volunteer company officer** to ensure that all volunteer fire fighters within their companies treat career fire fighters with the respect they deserve.

It is the absolute responsibility of **career and volunteer company officers** to be united in their support of the Butte County Fire Department as a whole.

It is the absolute responsibility of **career and volunteer company officers** to work together ensuring local communities receive caring and professional service during emergencies, at public events or during any other public contacts.

Career and volunteer company officers will ensure that the personnel they supervise and control conduct themselves in a way that is a credit to the Butte County Fire Department and the fire fighting profession.

As a career or volunteer fire fighter we do this very important job for our families, friends and communities. Working cooperatively as the combination fire department we are will ensure we continue to meet this principle responsibility.

I am proud of the day to day conduct of our fire department. I know that everyday volunteer and career firefighters make a difference in the lives of people in need. Working together toward common goals will ensure Butte County Fire Department continues to make a positive difference in every possible way.



George W. Morris Jr.
Chief
Butte County Fire Department
CAL FIRE Butte Unit

Butte County Fire Department

Manual Revision Record

Entry Date	Recorder	New	Amend #	Previous Code	Major/Minor Designator	Subject Description
10/15/12			001			Replace Chapters 4 & 5
09/01/13			002			Replace Chapters 2 & 5
09/01/13			003			Replace Attachment 8.10
			004			
			005			
			006			
			007			
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**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 5(a)

Originated by: Colette Curtis, Administrative Analyst

Reviewed by: Lauren Gill, Town Manager

Subject: Public Hearing – 2013-2014 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant Program

Council Action Requested:

- 1) Conduct a public hearing to receive comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program
2. Authorize the Town Manager to submit the CAPER to the Department of Housing and Urban Development

Background:

At the conclusion of each program year, the regulations that govern the Community Development Block Grant (CDBG) Program require the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines CDBG program accomplishments and expenditures, as well as providing an evaluation of the town's progress toward meeting its community development goals and objectives.

The report covers activities, regardless of the year in which it was funded, that are still open and active. A copy of the *draft* CAPER is attached for your review and approval. Any comments received during the hearing will be incorporated into the final document prior to its submittal to HUD regional office.

Fiscal Impact Analysis:

The completion of the report does not require an additional expenditure. Staff time is covered by Community Development Block Grant Program funds. General Fund expenditure is not required. However, failure to complete the report could jeopardize future CDBG funding.



Town of Paradise, California

FOURTH PROGRAM YEAR CAPER

(July 1, 2013 through June 30, 2014)

GENERAL

Executive Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) covers the program year beginning July 1, 2013 and ending June 30, 2014. The Town of Paradise, through its Community Development Block Grant (CDBG) program, has developed a strategy that focuses on cultivating Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The Town received \$159,159 in Community Development Block Grant funds for the 2013-2014 program year. The funds were allocated in compliance with the 2013-2014 Annual Action Plan as approved by the Paradise Town Council. The activities funded in the 2013-2014 program year were:

- Public Service.....\$22,495
- Housing Assistance.....\$64,832
- Planning and General Administration.....\$31,832
- Business Assistance.....\$40,000

COMMUNITY ORGANIZATION FUNDING – PROGRAM YEAR 2013-2014

As a part of the Community Development Block Group (CDBG) Annual Plan process, the Town has the option of allocating a maximum of 15% of its annual CDBG budget to fund eligible public services in the community. Council directed staff to establish a sub-committee consisting of two council representatives and two staff members to hold preliminary interviews with interested subrecipients. The purpose of the subcommittee was to meet with the subrecipients and make a formal recommendation to the Council for final approval.

In accordance with HUD regulations, a notice was published in the newspaper announcing that funding would be available. Notices were placed at the Family Resource Center, the Senior Center, and the Library, and in the Chamber e-newsletter. As a courtesy, notices were also sent to prior year subrecipients, as well as to agencies that called for applications. Thirteen organizations responded to the request for funding proposals by submitting a formal application, and were eligible for the interview. The subcommittee, consisting of Council members Rawlings and Bolin, along with the Town Manager and the Administrative Analyst, met with each of the applicants on March 1, 2013.

In forming its recommendation, the committee discussed the current economic downturn and its effect on non-profit organizations, especially those that provide vital services that assist individuals and families in crisis. Although all of the organizations were deserving, the Town's

allotment was much smaller than the requests for funding. This is a major factor in the discrepancy between the number of proposed vs. actual accomplishments. The committee was faced with a tough decision and decided to focus on emergency and vital services that assist individuals and families in crisis, especially those badly affected by the economy.

Applicant Name	Requested Amount	Committee Recommendation	Proposed Program
The Salvation Army	\$2,000	\$2,000	Provide monetary assistance to residents for temporary shelter.
His Cupboard Food Pantry	\$6,000	0	Provide supplemental food, dairy, eggs and produce for families.
Youth for Change	\$8,000	\$5,000	Assistance to low income families to pay for emergency needs and bills.
California Vocations	\$10,000	\$4,831	Move and expand their CRV buy back recycling program from Stratton's Market to 8279 Skyway.
SHOR Nomadic Homeless Shelter	\$5,000	0	Nomadic shelter providing homeless individuals and families with an overnight shelter, including meals and shower.
Help-4-People	\$7,000	0	Provide residents with a five-day supply of food.
Loaves and Fishes Community Program	\$4,000	0	Supplemental pantry that provides families with a one-year commitment to receive groceries two times a month.
Paradise Recreation and Park District	\$4,000	0	Scholarships for low/moderate income youth to participate in PRPD Youth Sports.
Made in Paradise-Work Training Center, Inc.	\$3,446	\$2,832	Purchase a pottery wheel to offer a new art medium and lessons for clients.
Paradise Community Wellness Connection	\$6,000	\$2,832	Repair existing school gardens at Paradise Elementary School (purchase new fencing, repair garden beds & purchase raw materials).
Catalyst	\$10,000	\$5,000	Provides services to meet the needs of domestic violence victims and children, provide shelters, hotlines, counseling, restraining orders.
Peg Taylor	\$7,520	0	Services for physically & developmentally challenged residents and services for senior population.
Paradise Gleaners	\$25,000	0	Creation of handicapped parking spaces (\$2,500) and purchase of vegetables, meat and dairy products.
Total:	\$72,966	\$22,495	



California Vocations provides jobs to disabled adults through a community recycling center in the Town of Paradise.



Catalyst Domestic Violence Services-Prevent and reduce the incidence of domestic violence in Butte County by intervening in the cycle of violence through crisis intervention services and community education.



Youth for Change- The programs utilize a strength-centered approach, which draws upon community resources to meet the needs of families and children. Program emphasis is on treating the whole child with the goal of family reunification. Assistance was provided to low income families to pay for emergency needs and bills.



Salvation Army provides temporary shelter for individuals and families in times of extreme need. CDGB funds are used to pay for the motel rooms provided in emergency situations for individuals and families with nowhere else to go.



Made in Paradise – Work Training Center provides a day program for disabled adults making pottery, jewelry and other crafts.



Paradise Community Wellness Connection is creating a community garden on the grounds of the local Paradise Elementary School.

Housing Programs

During the 2013-2014 fiscal year, approximately \$360,000 was spent on mortgage assistance and \$180,428.86 on owner-occupied housing rehabilitation. These amounts include all funding sources, including CDBG and HOME funds. Our housing program is very successful and crucial to the Town's low/mod income residents and the Town's stock of affordable housing opportunities available to low/mod income residents.

Public Facilities

The Town of Paradise provided \$350,000 of CDBG funds for the construction of a wastewater system serving Paradise Community Village, a 35-unit rental housing development, which is occupied by low and very low income residents. This project was completed in FY12-13 and rented in FY13-14. Decent, safe and affordable housing is difficult to provide in Paradise because of the high cost of wastewater disposal. The Town has no wastewater treatment facility and every lot must be able to support an onsite septic treatment and disposal system. This drives up the cost of affordable housing considerably. The units at Paradise Community Village are managed by an onsite resident manager and there are services and programs available for residents. The Town partnered with the Community Housing Improvement program (CHIP) who has a reputation and long-standing record for building and maintaining quality affordable housing units. The facility is now open and fully rented up as of October 2013.



Managing the Process

The Community Development Block Grant Program is an integral component of the Town's housing and community development strategy. To ensure that Community Development Block Grant funds are used to benefit the highest number of income eligible households and to coordinate the CDBG Program with other federal, state and local programs, management responsibility has been assigned to the Business and Housing Services Division which is under the purview and direction of the Town Manager.

The Business and Housing Services Division was initially formed in 1994, the first year the Town of Paradise received Community Development Block Grant funds. The Division provides daily program

management, oversight, and long range planning and coordination with other non-profits and other public agencies that provide services to low income individuals and families in the community. Specifically, the Division staff manages the housing programs to ensure compliance with program regulations, including income eligibility, the sub-recipient program to ensure eligibility and regulatory compliance; and public facilities projects to make certain that the program meets national objectives and compliance with program regulations.

In addition to staff's responsibilities for program management, the Paradise Town Council is directly involved in the development and adoption of the Annual Action Plan and the Consolidated Annual Performance and Evaluation Report. The Council makes the final selection of sub-recipient organizations and decides the final allocation of CDBG funds. Citizen involvement is inherent in the development and implementation plan process as oversight of the program. The Annual Action Plan and the Consolidated Annual Performance and Evaluation Report are available for public review and comment during the respective comment periods. The Town Council, following noticed public hearings, enacts final adoption of each.

Lastly, the Town's independent auditing firm monitors all federal and state funded programs for compliance in accordance with the requirements of the Single Audit Act. The results of the audit are filed with the federal and state agencies, as required by the various funding agencies.

Citizen Participation

The following Public Notice was published in the Paradise Post, a newspaper of general circulation in the Town of Paradise on August 17th, 2014.

TOWN OF PARADISE PUBLIC NOTICE OF THE 2013-2014 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

The Town of Paradise seeks public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG). The CAPER, prepared for the U.S. Dept of Housing & Urban Development (HUD), reports on specific federal housing assistance/community development activities that occurred during the July 1st, 2013 - June 30th, 2014 program year.

Copies of the draft CAPER are available for public review at: Town Hall (5555 Skyway), Family Resource Center (6249 Skyway), Butte County Library (5922 Clark Road), the Paradise Senior Center (877 Nunneley Road) and the Town's website (townofparadise.com.) These locations are known to be accessible to persons with disabilities; to persons of low/moderate income, as well as to citizens-at-large who may be interested in participating through public commentary.

Written and/or verbal comments will be accepted during the 15-day public notice period beginning August 19, 2014. Comments can also be made at one of two public hearings on September 9th at 3:00 p.m. and again at 6:00 p.m., during the regular Paradise Town Council meeting (or as soon thereafter as possible) at Town Hall. Comments received at the meetings will be included in the report. If you challenge any issues stated above in court, you may be limited to raising only those issues raised at said public hearing, or in written correspondence delivered to the Town Manager at, or prior to, the public hearing.

For information or to submit comments, contact Colette Curtis at 530-872-6291 x-112. For special accommodations, call 48 hours in advance of the meeting. TDD users call CA Relay Service TDD Access #1-800-735-2929.

Institutional Structure

The Town Institutional Structure is as follows:

A five member Town Council holds public hearings on Consolidated Plan, Annual Plans and CAPER reports and approves funding for Public Service Agencies

The Town of Paradise, Business and Housing Services staff provides the main administrative and project management duties over the CDBG program. The BHS Staff is under the management of the Town Manager. Staff prepares the Consolidated Plan, Annual Plans and Consolidated Annual Performance Evaluation Reports (CAPER) for each CDBG program year. The oversight of the CDBG program is provided by the Town Manager. All reports and plans are reviewed by Council before submitted to HUD.

The Town works closely with non-profit organizations in the area that provide specific programs to the citizens of Paradise. These organizations provide services to very low-, low- and moderate-income residents, including the frail and elderly, mentally disabled, physically disabled, homeless, and at-risk youth. These organizations submit funding requests to the Town to qualify for money that comes out of the Community Needs Category. As required by HUD, 15% of annual funding is set-aside for these organizations.

The Town is also focused on collaboration between government agencies; community needs organizations, and local businesses. Community stakeholder meetings give Butte County service organizations an opportunity to submit input regarding the populations these organizations serve, their current and future needs, challenges and successes. The following are some of the organizations we are involved with: Family Resource Center, Youth for Change, Project Vision, Loaves and Fishes Food Ministry, STRIVE, Peg Taylor Center for Adult Day Health Care, Legal Services of Northern California, Community Housing Improvement Program and Community Housing Credit Counseling Center, Boys and Girls Club of the North Valley, Passages, CCSP Torres Community Shelter, Paradise Center for Tolerance and Nonviolence, Salvation Army-Paradise Center, Paradise Meals on Wheels, and the Work Training Center.

Program Monitoring

The Town follows the procedures adopted in the Code of Federal Regulations, created by the Office of the Assistant Secretary of Community Planning and Development that pertain to Community Development programs are contained within Part 570 for CDBG entitlement communities. Once applications for grant funding are received and reviewed by staff, they go through a competitive review process and recommendations are decided by a funding committee and forwarded to the Town Council for final approval. After funding decisions are made, organizations are required to sign a contract with the Town outlining the rules and regulations of public service funds. They are required to submit the required documents and reference material related to grant funding. These organizations are required to report quarterly to the town and also provide an end of year report which is reviewed and input into IDIS for yearly accomplishments at the close of the program year. Organizations are audited and staff

performs site visits on a yearly basis. If organizations are not submitting reports on-time or are unable to follow through with program requirements, staff will monitor the organizations to make sure that HUD regulations are being met, or funding is relinquished. At the end of each funding year, staff reviews the accomplishments of community service agencies to determine their ability to serve the residents of Paradise and meet the program requirements.

The Town also follows all applicable program requirements, regarding housing projects and lead-based paint standards. Housing applicants are reviewed thoroughly by staff to ensure they have met all eligibility requirements. This may include verification of employment, assets, banking, credit reports and income tax information. Site inspections are utilized to ensure that the housing, whether a purchase or rehabilitation complies with safety and health requirements of the programs. Recipients are verified annually through utility billing verification to ensure owner occupancy of the property.

The Town of Paradise Consolidated Plan outlines a 5-year housing and community development strategy focused on developing Paradise as a viable community by providing decent housing, a suitable living environment, and by expanding economic opportunities, principally for low and moderate income persons. The plan, which sets the goals and objectives for the Community Development Block Grant (CDBG), is in effect from 2010-2015.

The mission of the Strategic Plan is to develop a working document that guides a five year planning process that identifies the needs of the community and then prioritizes available funding in order to plan and prepare for meeting the needs identified in the process. By identifying current needs of our residents, the town is then able to determine the future needs and funding priorities that will help close these gaps to help make Paradise a better community.

This document also evaluates the past performance during the last five years that the Town administered its CDBG program. CDBG funding is an important part of the town's overall strategy to promote a viable community and to help provide decent, safe, and affordable housing.

Goals for the 2010-2015 Consolidated Plan:

1. Improve the condition of the community's housing supply.
2. Improve the community's economic condition.
3. Improve the community's well-being by participating with residents and local stakeholders in community building efforts.

Specific Objectives for the 2010-2015 Consolidated Plan:

1. Provide opportunities that expand the employment base for the Town.
2. Provide programs/projects that allow opportunities for increased jobs.
3. Provide 36 affordable rental housing units
4. Rehabilitation/repairs of 5 low-income, owner-occupied homes
5. Mortgage assistance or 5 low-income first-time homebuyers

6. Improve streets, road, parking, traffic circulation in the downtown, which encompasses a HUD identified low-income neighborhood, to allow for business-owners to better provide goods/services.
7. Provide funding opportunities to non-profits and agencies serving low income residents and residents with special needs.
8. Provide education and improved transportation for those services mentioned above.
9. Provide recreational opportunities for at-risk youth and low-income/disadvantaged children.
10. Infrastructure that will improve the opportunities for businesses to prosper.
11. Improve pedestrian safety, especially projects that provide opportunities for children to travel safety throughout the community and in their respective neighborhoods.

The planning and public participation process which is such an integral component of the Community Development Block Grant Program has been useful in identifying a multitude of community needs. The process has provided a means to express those needs, but more importantly, it has fostered a cooperative relationship between the town government, community based organizations, and residents. As with most communities, the needs far outweigh the resources available to confront and resolve those situations. However, as illustrated in the Priority Needs table, the CDBG Program has endeavored to place funding in those areas of high need. The luxury of funding medium or low priority activities is not one that the town can afford.

The program has identified and funded housing programs, public parks projects, and supported activities for a variety of non-profit organizations. Those efforts have achieved results both in the field and in the town's ability to secure additional public and private sector funding to support those programs.

The town's barriers to even greater program success are, most likely, the same as those experienced by any other American city. Resources – money and staff – are the limiting factors that negatively influence the town's ability to reach its goals.

The Town of Paradise funds only programs and/or projects that principally benefit low and moderate-income individuals and families, or benefit a HUD identified low and moderate-income neighborhood, of which the town has three.

The Town of Paradise did not conduct any activities that resulted in the relocation of tenants and/or homeowners during the program year. The town makes every effort to accomplish its goals and objectives without displacing our residents and businesses.

The Town stays below the one-1/2 times grant amount cap on unspent funds. Expenditures do not differ substantially from letter of credit disbursements because the Town operates its CDBG Program on a reimbursement basis.

While the Community Development Block Grant Program is charged with reversing the symptoms of a declining community, staff understands that doing so is more than just good planning and implementation. Obstacles must be overcome in order to eliminate the needs of an under-served

population and reverse decades of community deterioration. CDBG funding goes a long way towards meeting the needs of the underserved and low/moderate income families in the Town.

In other cases, the obstacle is one resulting from a market economy, such as what happened with the Town's rapidly escalating mortgage crisis. The housing down-turn has steadied housing prices and has left more houses on the market because individuals are concerned about the rising prices of fuel, energy and food.

Homes eligible for the HOME-funded mortgage assistance program must not only be affordable to income-eligible buyers, but they must also be in "FHA loanable" condition. Lower priced homes do not meet these and other requirements, resulting in a slump in first time homebuyer program activity.

Lead-based Paint

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy programs for first time homebuyers. These programs are funded under a HOME grant from the California Department of Housing and Community Development (HCD). The HCD funded HOME program requires that lead clearances be obtained for both the residential rehabilitation and mortgage subsidy programs.

HOUSING

The Town of Paradise manages owner-occupied residential rehabilitation programs and mortgage subsidy program for first time homebuyers. The owner-occupied residential rehabilitation program offers low and moderate-income homeowners the opportunity to remain in housing that has been affordable to them, in some cases for over twenty years. The Town of Paradise is completely dependent on septic tanks and leach fields for the disposal of wastewater can pose a serious health/public health issue; as well as an affordability issue, given the extreme costs of replacing failed systems. Absent the Town's assistance, these homeowners would not be able to afford the cost of home maintenance, deferred maintenance, and wastewater disposal system replacement. The challenge of coming up with the significant funds needed to cover these expenses is difficult.

Specific Housing Objectives

As stated in the Annual Action Plan, 10 households would be assisted during the program year. During the program year, a total of 19 low-income households received assistance under the Town's housing rehabilitation and first-time homebuyers programs. The recipients received assistance under the CDBG and HOME.

Public Housing Strategy

The Housing Authority of Butte County administers a Section 8 rental-housing program in the Town of Paradise. The Housing Authority also owns a multi-family complex in town that rents a mixture of market and subsidized units. Although the Town has not been directly involved in the administration of either program, the Town and the Housing Authority maintain a close working relationship and assist one another whenever requested.

Barriers to Affordable Housing

The Town has identified the availability of properly priced housing as the principal barrier to affordable housing in the community. Over the past two decades, much of the newly constructed housing has been custom homes – a market segment not generally available to low- and moderate-income households. Therefore, it is important to maintain the community’s housing stock that is affordable to low- and moderate-income households. To do so, the Town provides a residential rehabilitation program for owner-occupied housing, and a mortgage subsidy program to assist first-time homebuyers.

The residential rehabilitation program allows low- and moderate-income families to remain in a house that they can afford. The increase in the housing market is increasing the demand for mortgage subsidy assistance, but the rising home prices is decreasing the number of available affordable units.

HOME

The Town was awarded \$700,000 for the 2012 HOME Grant for owner-occupied rehabilitation and first time homebuyer programs and has spent down \$460,029 to-date. In addition, the Town has applied for a 2014 HOME Grant.

HOMELESS

Homeless Needs

The Town’s participation in meeting the needs of its homeless population is evolving. A coalition of service providers and concerned residents of both Paradise and the surrounding unincorporated area have formed a community-based task force. The task force is developing a plan of action to identify and address the extent of the homeless situation on the Ridge, the characteristics of the homeless population, resources available to confront the needs, and the responsible agencies that need to be involved in this effort.

The task force is using data collected from a January 2010 survey of the area’s homeless population. The homeless census and survey was completed and the count indicates that Paradise and adjacent unincorporated areas have 83 homeless individuals. The survey shows that many of the homeless are “couch surfers” and single-parent families living with friends and relatives. As such, a significant element of the homeless population may not meet the federal definition of “homeless”. While this does not diminish the need or the community’s commitment to confronting the issue, it does make funding programs to address the needs more difficult.

The Town of Paradise does not directly administer a transitional housing program. The Town and CDBG Program support the local women’s’ shelter and that shelter provides emergency and transitional housing.

The Town of Paradise did not seek funding under the SuperNOFA.

Specific Homeless Prevention Elements

The Town takes two approaches to homeless prevention. The first is our residential rehabilitation program. This program provides for the repair of items that threaten the homeowner's ability to remain in the home. The Town of Paradise is an un-sewered community, and as such relies on septic tanks and leach fields located on the homeowner's property to dispose of wastewater. A failed wastewater system can result in health and safety issues. Furthermore, many of the homes that are occupied by low and moderate-income residents were constructed on smaller lots that can no longer accommodate the disposal of wastewater. This generally results in the need to construct/install special and often technologically advanced systems. These systems can resolve the wastewater issue but they range in price from \$30,000 to \$60,000 – a cost that low and moderate-income residents cannot afford. The residential rehabilitation program makes it possible for these residents to remain in their homes.

The Town of Paradise also supports two community-based organizations that aid in the prevention of homelessness. The CDBG Program funds the Family Resource Center (Youth for Change). The Center's Family Support Program provides direct services and interventions to income eligible families with the goal of avoiding those catastrophic situations that often result in unemployment, delinquent rent payments, and homelessness.

The CDBG Program also funds Catalyst, a women's advocacy group that also provides emergency and transitional housing predominantly for abused women and their children. Services are also available for abused men. The emergency shelter provides an immediate safe harbor and time to recover and regroup from the abusive situation.

Emergency Shelter Grants (ESG)

The Town of Paradise does not receive ESG funding.

COMMUNITY DEVELOPMENT

The long standing success of the Community Development Block Grant Program is its ability to serve as a catalyst. This, or any other program, will never have funding in the amount needed to address all of the community's needs. However, community leaders have been successful in using the CDBG program to bring community needs to light, fund a demonstration project or a model program, and use the new found support and experience to garner even greater community support as well as new funding sources. This broad based community involvement ensures that the community's goals and objectives and the CDBG program's goals and objectives are not only consistent, but the means to address and resolve the needs are coordinated.

All of the Town's housing programs are available to income qualified households. In addition, the Town's HOME application for the construction of 36 affordable housing units includes a set aside of units for very low income tenants.

The Town of Paradise pursues all reasonable grant opportunities to fund a variety of housing and community development projects. Staff has been successful in obtaining federal and state funding.

All CDBG funds are used to meet national objectives.

The program endeavors to avoid displacing any residents, and in fact has not pursued activities that require relocation.

The program year's activities did not include a Low/Mod Job component.

Subrecipients are required to verify the income of their program participants.

The program did not receive program income during the program year.

Prior period adjustments, float-funded activities, lump sum activities, and neighborhood revitalization activities are not included in the Town's CDBG program.

Antipoverty Strategy

In general, the intent of the Town's economic development programs is the creation of living-wage jobs for local residents. Staff continually works with new businesses and existing businesses, with developers and entrepreneurs, and with local business associations to expand opportunities and strengthen the current state of the local economy; especially to attempt job creation for low/mod citizens

The CDBG Program also continues to fund the Family Resource Center's Family Support Program, which as previously mentioned works with families to avert catastrophic events and strengthen the skill sets needed to move out of poverty and into more stable family and economic situations.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

California's legal system is attempting to come to grips with the number of inmates incarcerated for substance related crimes. Many of those imprisoned for substance abuse are being granted an early release and treatment in group home settings. While our local treatment providers knew of the impending change, the sheer number of inmates released to these programs resulted in housing related issues.

Staff has been actively assisting the largest substance related treatment provider in the effort to expand the bed count in group home settings. Staff provided assistance with all aspects of land use, building, and wastewater disposal permits. Additionally, the Town provided a forum to discuss the multitude of issues resulting from this new approach to the treatment and rehabilitation of non-violent substance abuse offenders.

The issue is by no means resolved. The demand for beds has caused a near "gold rush" mentality. While staff will continue to work with service providers, it is the individuals who believe that they can set up a group home and offer meaningful, results-oriented rehabilitation that continues to cause a problem – not so much for the Town as an organization, but for the overall community and certainly those entering the programs. This situation will continue to be the principle non-homeless special needs issue for the foreseeable future, and staff will continue to play a part in its solution.

Specific HOPWA Objectives

The Town of Paradise does not administer a HOPWA program.



TOWN OF PARADISE
Council Agenda Summary
Date: September 9, 2014

Agenda No. 7(a)

ORIGINATED BY: Marc Mattox, Town Engineer

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Cypress Curve Realignment Project Preliminary Engineering
Consultant Services

COUNCIL ACTION REQUESTED:

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

Background:

On April 29, 2013, Caltrans announced Cycle 5 Call-for-Projects for the Highway Safety Improvement Program (HSIP). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

On November 14, 2013, Caltrans approved the Cypress Curve Realignment Project for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio using actual collision data between 2006 and 2011 and implementation of safety countermeasures. The project includes improvement of horizontal curve alignment and shoulder widening along Clark Road between Adams Road and Kimberly Lane.

On May 13, 2014, Town Council approved Program Supplement Agreement No. 013-N for Project HSIP-5425 (025) to assure receipt of \$180,000 in Federal funds for the project's preliminary engineering project phase.

On June 16, 2014, Staff issued a formal Request for Proposals (RFP) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFP stated the scope of work for the preliminary engineering services which are needed. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff and are outlined below:

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

Analysis:

By July 17, 2014 at 4:00 PM, Town staff had received five responses to the RFP. The proposers and their sub-consultants are listed below:

1. Ausmus Engineering (Ausmus)
 - a. Barnett Environmental
 - b. L&L Surveying
2. Coastland
 - a. Foothill Associates (Environmental)
 - b. L&L Surveying
 - c. Bender Rosenthal (Right-of-Way)
 - d. Holdrege & Kull (Geotechnical)
3. Mark Thomas & Company (MT&Co)
 - a. Environmental Science Associates
 - b. L&L Surveying
 - c. Universal Field Services (Right-of-Way)
 - d. Taber Consultants (Geotechnical)
4. NorthStar Engineering (NorthStar)
 - a. L&L Surveying
 - b. Cultural Resources (Environmental)
 - c. Holdrege & Kull
5. Rolls Anderson & Rolls (RAR)
 - a. Gallaway Enterprises (Environmental)

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

Jody Jones, Town of Paradise, Town Councilmember
Marc Mattox, Town of Paradise, Town Engineer
Dennis Schmidt, Butte County, Assistant General Services Director
Ivan Garcia, Butte County Association of Governments, Programming Manager

The Committee received and ranked the proposals according to the criteria provided in the RFP and shown in Table 1, below.

Table 1: Criteria Weighting Table

No.	Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	125
3	Organization & Approach	125
4	Scope of Services to be Provided	100
5	Schedule of Work	100
6	Conflict of Interest Statement	Pass/Fail
7	Litigation History	Pass/Fail
8	Contract Agreement	Pass/Fail
9	Federal-Aid Provisions	50
10	Cost Estimate (Separately Sealed)	Pass/Fail
Total:		100

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

Table 2: Average Proposal Scores

No.	Evaluation Criteria	Ausmus	Coastland	MT&Co	NorthStar	RAR
1	Completeness of Response	Fail	Pass	Pass	Pass	Pass
2	Qualifications & Experience	50	100	118.75	100	75
3	Organization & Approach	62.5	93.75	112.5	81.25	68.75
4	Scope of Services to be Provided	55	80	75	80	65
5	Schedule of Work	55	60	95	75	50
6	Conflict of Interest Statement	Pass	Pass	Pass	Pass	Pass
7	Litigation History	Pass	Pass	Pass	Pass	Pass
8	Contract Agreement	Pass	Pass	Pass	Pass	Pass
9	Federal-Aid Provisions	27.5	37.5	37.5	35	27.5
10	Cost Estimate (Separately Sealed)	Pass	Pass	Pass	Pass	Pass
TOTAL		(5) 250	(3) 371.25	(1) 438.75	(2) 371.25	(4) 286.25

The evaluation committee unanimously selected Mark Thomas & Company as the preferred selection to proceed on the project. Per Federal-Aid procedures, only Mark Thomas & Company's cost proposal was opened to begin negotiations. Had a cost agreement not been reached between the Town of Paradise and Mark Thomas & Company, the next highest ranked consultant's cost proposal would be opened and negotiations would proceed with that consultant.

Mark Thomas & Company's initial cost proposal to deliver the project as construction ready in 2016, including all required Federal-Aid milestones complete was \$204,322.44. After completing cost and scope negotiations, staff has agreed to accept their revised proposal of \$179,784.17 which is within the grant budget for preliminary engineering.

Staff recommends Council consider awarding the contract, Attachment A, to Mark Thomas & Company to perform the specified preliminary engineering services for the Cypress Curve Realignment Project.

Financial Impact:

The professional services agreement and respective services will be funded by the Federal Highway Safety Improvement Program and a 10% local match. The budgeted grant amount for the Preliminary Engineering phase of the project is \$200,000 (\$180,000 Federal) as shown in Attachment B. The estimated total contract cost is \$179,784.17. Services will be paid on a not-to-exceed basis, using a task by task process. Matching funds in the amount of \$17,978 are included in the Town's approved 2013-2016 Capital Improvement Program budget utilizing gas tax funds.

Alternatives:

Modify recommendation, delay action or reject proposals received.

Attachments:

1. Attachment A – Professional Services Contract Agreement
2. Attachment B – Authorization / Agreement Summary (E-76)

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 14-02.PE Cypress Curve Realignment Project

ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:

Mark Thomas & Company

Incorporated in the State of California

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

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

Town of Paradise, a California Municipal Corporation

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

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated August 26, 2014. The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- D. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated August 26, 2014, attached as Statement of Work, Exhibit A.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on September 9, 2014, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or April 1, 2016, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

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

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

- E. The total amount payable by LOCAL AGENCY shall not exceed \$179,784.17 and shall be paid based upon Exhibit B, Compensation.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article I.D of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is based upon the actual work complete per the Cost Proposal.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations

conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

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

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

CONSULTANT agrees to give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE X COST PRINCIPLES

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

ARTICLE XI CONTINGENT FEE

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

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

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

ARTICLE XIV DISPUTES

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

ARTICLE XV AUDIT REVIEW PROCEDURES

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

ARTICLE XVI SUBCONTRACTING

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

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

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

ARTICLE XVIII INSPECTION OF WORK

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

ARTICLE XIX SAFETY

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

ARTICLE XX INSURANCE

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

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

ARTICLE XXIII CONFIDENTIALITY OF DATA

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

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXV EVALUATION OF CONSULTANT

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

ARTICLE XXVI STATEMENT OF COMPLIANCE

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

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

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

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI IDEMNITY

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

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

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

LOCAL AGENCY:

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

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
Scott Lotter,
Mayor

By _____
Lauren Gill,
Town Manager

MARK THOMAS & COMPANY

By _____
James Pangburn
Project Manager

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

Dwight L. Moore, Town Attorney

Approved Effective _____

EXHIBIT “A”
Statement of Work



TASK 1.0 PROJECT MANAGEMENT & COORDINATION

TASK 1.1 PROJECT MANAGEMENT

MTCO's project manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, memo's, letters and e-mail, making phone calls and maintaining project files. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes at the completion of construction and close out.

TASK 1.2 MEETINGS

There will be a "Project Development Team" (PDT) created for this project which will include representation from the design team, City staff and key stakeholders. We will begin with a project Kick-Off Meeting to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. At the project Kick-Off meeting MTCO will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. The CPM schedule will be updated at major project milestones and will be prepared using Microsoft Project software.

Thereafter, meetings will generally be held monthly or centered on key project milestones. MTCO will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a total of two (2) face to face PDT meetings and six remote meetings (conference calls or *GoToMeeting*).

TASK 1.3 QUALITY ASSURANCE/QUALITY CONTROL

The MTCO Quality Control Plan consists of established procedures for performing the work (which are reassessed with each project), including methods for design calculations, establishing appropriate levels of design development for intermediate submittals, identification of required plan checks (who, what, when), design checklists, and methods of project documentation.

MTCO will implement and maintain the following quality control procedures during the preparation of plans and documents relating to this project:

- Quality control plan in effect for the duration of this contract.
- Design and calculations independently checked, corrected and backchecked.
- All related correspondence and memorandum routed and received by affected persons and then filed in appropriate file.
- Where different disciplines are involved, means to assure that conflicts and misalignment do not exist.
- When requested, MTCO shall provide evidence that quality control plan is functioning.
- All plans, calculations, documents, and other items submitted for review shall be clearly marked as being fully checked and that the material preparation followed the quality control plan established for the work.

TASK 1.4 PREPARE LOCAL ASSISTANCE FUNDING PACKAGE

The federal funding associated with the project will require coordination through Caltrans District 3 Local Assistance. MTCO has recently delivered a number of projects that were funded through Caltrans Local Assistance and we have an in-depth knowledge of the policies outlined in the LAPM. MTCO will coordinate the reviews and prepare the Request for Authorization (RFA) documents, as described in Chapter 3 of the LAPM. This would include the RFA for Right of Way and Construction, the Field Review Meetings and Forms, PS&E Checklist, and final documentation to allow the project to move forward with construction. The final RFA documents will be submitted to Caltrans by the Town on their letterhead.



**TASK 1 PROJECT MANAGEMENT DELIVERABLES:**

- Project Management
- PDT Meetings, Minutes
- Critical Path Method (CPM) schedule
- RFA Documents

TASK 2.0 PRELIMINARY ENGINEERING**TASK 2.1 PRELIMINARY ROADWAY DESIGN / STRIPING PLAN**

Based on discussions with the Town, MTCO will prepare preliminary engineering drawings. The preliminary drawings will show the general layout of the proposed improvements, additional right of way requirements (if needed), and impacts to adjacent properties. The preliminary drawings will be used to generate preliminary cost estimates, identify critical issues for discussion and determine scope of utility relocations. The preliminary drawings will be a “30% plan level” consistent with a Caltrans Geometric Approval Drawing (GAD). Upon approval of the preliminary design, MTCO will proceed with the 60% PS&E.

TASK 2.2 BASIS OF DESIGN MEMORANDUM

MTCO. will provide a “Basis of Design” Memorandum that will document design decisions during preliminary design. These include design parameters, Town adopted standards, design criteria to be applied, structural section, detours, and drainage requirements. The memo will be approximately 4-6 pages long and will be prepared in tabular format.

TASK 2.3 PROPERTY OWNER COORDINATION

MTCO. is available for property owner coordination. This will include the preparation of property impact exhibits to clarify design intent, attend one-on-one meetings with property owners, and provide right of way staking to show the property owners the acquisition limits.

TASK 2 PRELIMINARY ENGINEERING DELIVERABLES:

- Preliminary Roadway Design (34x22 full size copies, PDF)
- Basis of Design Memorandum (MS Word, PDF)
- Property Owner Impact Exhibits (PDF)

TASK 3.0 SURVEYS AND MAPPING**TASK 3.1 CONTROL DIAGRAM**

L&L Surveying will perform a control survey to locate existing control from the original 2003 field survey, and will set additional survey control in areas that will be accessible for construction staking of the project. L&L Survey will provide the project engineer with the control diagram for inclusion in the plan set.

TASK 3.2 SUPPLEMENTAL TOPOGRAPHY

L & L Surveying will perform a topographic survey of the site identifying all additional existing features not included in the original topographic surveying. This will be including but not limited to road signs, and edge of pavement, roadway approaches and all other data necessary for the design of the project. L&L Survey will collect the data on surface features such as grade breaks, high points, low points and other pertinent spot elevations as needed. L&L Survey will survey any additional existing drainage facilities that are deemed necessary for the engineering design and drainage calculations. The drainage shots will include but not be





limited to top of grate, top of curb, invert of pipes, drainage flowlines and drainage ditches. L&L Survey will survey the location of any underground utilities that are visible by valves, boxes or other structures. Upon the completion of the field topographic survey, L&L Survey will process the point file and prepare a digital terrain model and contouring of the site using AutoCAD Civil 3D 2015. L&L Survey will prepare the topographic mapping of the site on a scale determined by the Project Engineer. L & L Surveying will provide the Project Engineer with 2 hard copies of the topographic survey mapping, an AutoCAD file and control point information.

TASK 3.3 AMENDED TOPOGRAPHIC BASE MAPPING

L&L Survey will perform the necessary calculations based on the record data and title reports to begin the field survey in locating existing property corners that will be tied to the design. A field survey will begin to locate the existing control and tie into existing monumentation. All field survey data will be downloaded into AutoCAD where a boundary analysis will be performed and the right of way alignment established based on the approved engineering plans. Meetings with the Town staff and MTCO at this time will ensure that all aspects of the right of way needs are covered in the next step of the project.

TASK 3.4 LEGAL DESCRIPTIONS AND PLATS (OPTIONAL TASK)

L & L Surveying will prepare draft plats and legal descriptions of the areas required for rights of way. Upon approval of the documents from Town staff, final legal descriptions and plats of the individual parcels will be prepared for the Town's use in the right of way acquisitions.

TASK 3.5 RIGHT OF WAY STAKING (OPTIONAL TASK)

L & L will stake the proposed Right of Way line for public review. This will consist of setting temporary corners at major points along the right of way on 50' intervals, for ease in public review. A plat of the right of way will be prepared for use in the field review of the points with the adjoining land owners.

TASK 3 SURVEY AND MAPPING DELIVERABLES:

- Project Control Diagram
- Topographic mapping using AutoCAD Civil 3D 2015
- Draft & Final Plats and Legal Descriptions (optional tasks)
- AutoCAD file and control point information
- Right of Way Study (optional task)

TASK 4.0 GEOTECHNICAL ENGINEERING

TASK 4.1 FIELD INVESTIGATIONS

Taber will complete two to three shallow sampled, logged hand auger test borings and/or shallow bulk samples (to refusal or about 2 feet maximum depth). These explorations are intended to generate bulk samples for R-Value testing for new pavement section design.

In addition to these explorations, Taber will perform at least two seismic refraction profiles to help determine anticipated subgrade conditions and soundness of bedrock materials, if encountered.

As these explorations are not to be performed in the existing roadway area, we anticipate that no encroachment permit will be required by the Town. No traffic control measures will be required for this scope of services. An environmental health permit from the County will not be required due to anticipated shallow depth of exploration. No other permits (Caltrans, Department of Fish and Game, etc.) are expected to be required for this project and are not included in this scope of services. Boring backfill is anticipated to consist of soil cuttings.

No hazardous substances are anticipated at these sites. The scope of our proposed geotechnical services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If





hazardous materials are identified during field exploration, work will be stopped at that location and the client notified; a modified scope of services may be required. If ISA or Phase-1 environmental services are required for design, we can provide these services and will submit a separate proposal when requested. We understand that environmental sampling and testing of the soils is anticipated to be provided by others, if necessary.

An engineer/geologist will field-classify the materials encountered and log the encountered soils (including groundwater conditions).

TASK 4.2 LABORATORY ANALYSIS

Laboratory testing in evaluation of earth material parameters is expected to include one Resistance-Value (R-Value) test. No rock cores or samples will be taken if rock is encountered in our exploration.

TASK 4.3 GEOTECHNICAL DESIGN REPORT

Taber will prepare a report summarizing the results of study and discuss groundwater and other subsurface conditions encountered as they may affect cut slope/roadway design, construction, and service. Report recommendations are anticipated to include roadway (embankment) construction (including excavation depth and fill placement), cut slope stability, and anticipated difficulty of removing intact bedrock materials, if encountered. Soil conditions encountered will be summarized on 8.5" by 11" Test Boring Log sheets. Review of design with respect to geotechnical considerations and consultation regarding questions of earth materials conditions which may arise during design are part of our services.

Construction support services have not been included in this scope of work. Scope of services and fees for construction support can be provided upon request, if desired.

MTCO will review the Geotechnical Design Report and will provide feedback as necessary. Only one (1) round of comments from MTCO are anticipated.

TASK 4 GEOTECHNICAL ENGINEERING DELIVERABLES:

- Draft & Final Geotechnical Report

TASK 5.0 ENVIRONMENTAL CLEARANCE

ESA recognizes that our environmental services and deliverables are on the critical path for the completion of related project phases (including final design, right-of-way, construction, etc.). To help facilitate a timely project delivery, we will implement an organized and strategic approach that includes the following actions:

- **Close and Early Collaboration With Project Team Members.** Early identification of impact areas, concurrence of project description, submittal of the updated Preliminary Environmental Study (PES) Form, and coordination (field review) with Caltrans Local Assistance environmental staff are critical first steps under our work plan.
- **Technical Study Prioritization.** Preparation of key technical studies (biological and cultural resources) will become the top priority for initial submittal to Caltrans. While these issues are expected to be fairly straight forward, ESA will prioritize completion of these studies, as Caltrans biological and archaeological staff often experience heavy workload demands compared to other technical review staff (i.e., noise, visual resources, etc.).

Our team has strong working relationships with Caltrans District 3 staff. To facilitate the environmental process with Caltrans environmental staff, our approach includes preparation and submittal of the PES and Area of Potential Effect (APE) map as early as possible. Our PES submittals include all required technical documentation including a project description, visual impact checklist, 100 year FEMA flood zone mapping





and special status species database results. ESA also works with the project team to evaluate options and ensure appropriate study limits are considered for the project APE maps, which helps to initiate the Caltrans environmental process sooner.

The scope described on the following pages includes preliminary literature searches and field surveys; submittal of technical reports to Caltrans; preparation of the CEQA document, public meetings and notices; and permit acquisition support to the Town. Consistent with our recent experience on similar federal-aid transportation projects, ESA assumes that preparation of the NEPA Categorical Exclusion, with supporting technical studies, will be completed by Caltrans (consistent with FHWA NEPA delegation requirements). Consequently, our scope of work assumes completion of the Categorical Exclusion by Caltrans District 3 Local Assistance staff, with preparation of the supporting technical studies by ESA team members.

TASK 5.1 PRELIMINARY ENVIRONMENTAL ANALYSIS FORM

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

- Kick-off Meeting
- Review Background Reports
- Define Purpose and Need
- Develop Project Description/APE (working with project team)
- Submit Revised Draft PES/APE (updating existing PES)
- Field Visit with Caltrans Staff

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

Using preliminary environmental site data, ESA will prepare and submit a draft PES form and APE (Footprint Map) map to the Town and Caltrans.

ESA will also assist Town staff in scheduling a Field Review (site visit) with Caltrans staff to review the project site and confirm the assumptions outlined in the draft PES form and APE map. Upon completion of the site visit, ESA will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the Town and Caltrans staff. If necessary, ESA will discuss any required changes (additions or reductions) to this preliminary scope of work and prepare a final scope of work/cost estimate for Town approval prior to commencing the remaining tasks identified under this work program.

TASK 5.1 PRELIMINARY ENVIRONMENTAL ANALYSIS FORM:

- Project description, draft and final PES Form (and supporting documentation), and APE Map (3 copies each).
- Coordinate and attend field review/scoping meeting with Town staff.

PROJECT COORDINATION, PROJECT DEVELOPMENT TEAM MEETINGS, AND QA/QC

Our scope assumes participation in three (3) project team meetings and one (1) Caltrans field review meeting. As part of this task, the ESA Team will also ensure environmental team coordination and prepare progress reports. QA/QC procedures will be implemented throughout the life of the project as part of this task.

TASK 5.2 ENVIRONMENTAL TECHNICAL STUDIES

Following approval and signature of the PES/APE by Caltrans, ESA and Area West will prepare and submit the following technical studies (consistent with Caltrans District 3 requirements) to the project team:



**NATURAL ENVIRONMENT STUDY/MINIMAL IMPACT (NES/MI) (AWE)**

Based on an initial review of the proposed project, AWE anticipates that Caltrans will request a NES/MI report. The primary biological resource of concern is the impact of the project on large trees that could support nesting birds and roosting bats. To complete the NES/MI, AWE will include a review of records from CDFW California Natural Diversity Database (CNDDB), USFWS species lists for the project region, California Native Plant Society's (CNPS) Inventory of Rare and Endangered Plants, and previously completed environmental documents prepared for projects in close proximity. AWE will conduct a one-day reconnaissance field survey for the proposed project and obtain sufficient data to support preparation of a NES/MI. The purpose of the field surveys is to characterize biological communities and identify and map any suitable habitat for special-status plant and wildlife species that have the potential to occur in the project region. We assume that the roadside ditches along Clark Road would not be considered jurisdictional waters of the U.S. and no permit from the U.S. Army Corps of Engineers will be required. The NES/MI will also address migratory birds and roosting bats. AWE biologist will conduct a nest search and visual survey for nesting birds and raptors within a 0.25-radius from the project boundaries. The NES/MI will document potential project impacts on sensitive biological resources and recommend avoidance and minimization measures, including water quality protection measures and best management practices (BMPs) for work near sensitive habitats.

The NES/MI will follow the standard template provided on Caltrans Standard Environmental Reference (SER) website. AWE will submit an administrative draft NES/MI to the Town of Paradise for review. AWE will make revisions to the administrative draft reports based on the Town's comments and prepare the draft NES/MI for submittal to Caltrans. AWE will then obtain comments from Caltrans on their review of the draft NES and will make appropriate revisions to prepare the final NES. This scope assumes that one set of consolidate comments are received from the Town on each administrative draft report and one set from Caltrans on each draft report. This scope also assumes that a total of six hard copies of each of the draft and final documents would be prepared, as well as one compact disk (CD) containing the final NES. All electronic submittals will be in Word and Adobe Portable Document Format (pdf).

TASK 5.2 ENVIRONMENTAL TECHNICAL STUDIES DELIVERABLES:

- Administrative Draft NES/MI for review by Town of Paradise, electronic copy
- Draft NES/MI for submittal to Caltrans, electronic copy and three hard copies (double-sided)
- Final NES/MI for submittal to Caltrans for signatures, three hard copies (double-sided) and one CD

PREPARE TREE SURVEY AND REPORT (AWE/ESA)

AWE will conduct a tree inventory of the project site. The arborist will identify all trees that would qualify as protected under the Town of Paradise Tree Ordinance (PMC Chapter 8.12) located within ten feet of the roadway edge and/or within the proposed project footprint on the east and west sides of Clark Road, between Kilcrease Circle and at the project terminus north of Forest Service Road. All trees on site will be tagged, with information collected as to the species, health, and size of each specimen. This information will be summarized in an arborist report/tree inventory report per the Town of Paradise Tree Protection Ordinance requirements. Following the field tagging of trees, surveyor will survey tree locations and provide mapping information to AWE to assist in the assessment of tree removal impacts and required mitigation. If the survey work is already complete, AWE will incorporate tree results into surveyor data. Results of the tree survey will be incorporated into the NES/MI report.

PREPARE TREE SURVEY AND REPORT DELIVERABLES:

- Tree Survey Report, electronic copy and two hard copies





CULTURAL RESOURCES REPORTS (ESA)

Provided below is a scope of work for cultural resource studies necessary to support regulatory compliance for the proposed project. All work would be completed by ESA's cultural resource specialists, including preparation of a Historic Properties Survey Report (HPSR). The HPSR would summarize and include an Archaeological Survey Report (ASR). All reports will be prepared in accordance with Caltrans guidelines.

Historic Properties Survey Report: ESA will prepare a short form HPSR that summarizes the findings of the APE and the ASR described below. The HPSR will be accompanied by maps, documentation of contact efforts, and a summary of identification efforts and findings. The ASR will be included as appendices to the HPSR.

Archaeological Survey Report (ASR): Background research for the ASR, will include a records search at the California Historical Resources Information System (CHRIS) at the Northeast Information Center at Chico State University. The records search will identify previously recorded cultural resources within or near the Archaeological and Architectural APEs, and determine whether the APEs and vicinity has been previously surveyed up to current standards. The purpose of the records search is to identify any previously recorded cultural resources within ½-mile of the APEs in order to (1) determine whether known cultural resources had been recorded within or adjacent to the APEs; (2) assess the likelihood of unrecorded cultural resources based on historical references and the distribution of environmental settings of nearby sites; and (3) develop a context for identification and preliminary evaluation of cultural resources.

In addition to the CHRIS search, ESA will contact the Native American Heritage Commission (NAHC) to determine if the APEs are known to be of particular concern to local Native Americans. As mandated by the implementing regulations for Section 106, individuals identified by the NAHC will be contacted regarding their concerns as well.

ESA will conduct a preliminary assessment of the potential for buried archaeological sites in the Archaeological APE using relevant maps and documents (e.g., archaeological studies, geologic reports, Quaternary geologic maps, historic shoreline maps, Butte County Soil Survey). The assessment results will be developed in a GIS format, and presented as a map that shows the age and extent of archaeologically sensitive landforms in and near the APE. The map will be accompanied by text that describes the map units and explains the estimated archaeological potential of each.

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

The ASR will be prepared as an appendix to the HPSR. The ASR will include results of background research, the buried site sensitivity study, descriptions of field work, findings, appropriate maps and photos, and a record of Native American contact. If an archaeological resource is identified, the ASR will include appropriate background research, and site records. A cover letter will detail management recommendations, which could include avoidance or test excavations to determine site significance.



**PREPARE TREE SURVEY AND REPORT DELIVERABLES:**

- ESA will prepare one administrative draft and one screencheck draft of the above cultural resource studies. Two rounds of Town and Caltrans reviews are assumed.
- This scope of work assumes two telephone meetings between ESA and Caltrans' cultural resources staff.
- This scope does not include any subsurface investigation. If requested, such investigations can be completed by ESA under a separate scope and budget.
- ESA assumes no direct participation during SHPO consultation. If requested by the Town and Caltrans, SHPO consultation assistance can be completed under a separate scope and budget.
- If adverse effects to historic properties are identified, and a Memorandum of Agreement (MOA) and/or Historic Properties Treatment Plan (HPTP) would be required as a result of Section 106 consultation, such efforts can be completed by ESA under a separate scope and budget.
- The HPSR will provide preliminary resource eligibility evaluations for archaeological sites. In the event the proposed project will not avoid archaeological sites, formal eligibility evaluations and consideration of adverse effects will be recommended. This work would be carried out under a separate scope and budget that details the specific historical and/or field research methods appropriate to the types of resources requiring evaluation.
- In the event formal archaeological resource evaluations determine any of the resources to qualify as "historic properties" (NRHP-eligible cultural resources) and it is determined that the project would cause adverse effects, if requested ESA would assist with the preparation of treatment documents (Historic Properties Treatment Plan and Memorandum of Agreement) to minimize such affects. Treatment documents would also be prepared under a separate scope and cost.

NOISE STUDY (TECHNICAL MEMORANDUM)

Construction activities may generate temporary noise impacts to surrounding land uses. A noise memorandum consistent with Caltrans guidelines will be prepared and submitted for review by Caltrans District 4 environmental staff. In preparing the noise memorandum, a noise specialist will visit the project site and identify the location of surrounding land uses in comparison to the project site.

NOISE STUDY REPORT DELIVERABLES:

- Construction Noise Technical Memo, electronic copy and two hard copies

TASK 5.3 NEPA SUPPORT AND OPTIONAL STUDIES

Depending on the final APE (project footprint) approved for the proposed project, several additional technical studies or memorandums may be required by Caltrans for the project. These items are considered optional studies/deliverables and are identified below:

- Visual Impact Assessment (minor level)
- Historic Resources Evaluation Report and/or additional resource (archaeological sites, built environment resources) evaluations (based on final APE)
- Community Impact Assessment (minor technical memo)
- Air Quality Technical Report
- Noise Technical Report

As previously described above, ESA assumes that preparation of the NEPA Categorical Exclusion will be completed by Caltrans (consistent with FHWA NEPA delegation requirements). However, ESA is available to assist as necessary on a time and materials basis.



**TASK 6.0 UTILITY COORDINATION AND RIGHT OF WAY****TASK 6.1 UTILITY MAPPING CONFIRMATION**

Existing overhead electrical and telecommunication facilities run along Clark Road, along with buried water and gas lines. These will likely be impacted by the improvements and will require relocating to ensure adequate clearances. MTCO. will request existing facility maps from the utility companies (Utility “A” Letters) to positively locate the existing utilities for this project. MTCO will also request any utility mapping the Town may have retained to be provided as well.

TASK 6.2 CONFLICT IDENTIFICATION

The utility companies will be notified of the potential work during the preliminary design phase for this project and information on their existing facilities in the area will be obtained. Once the 30% plans are developed, MTCO will prepare the utility conflict maps for use in contacting the utility companies. These utility plans will show the existing roadway facility with existing utility facilities superimposed on proposed geometrics. Utility conflicts will be noted for distribution to the respective utilities. The utility company will be requested to reply with a relocation plan and acknowledgment of franchise agreement applicability.

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

TASK 6.3 CALTRANS UTILITY COORDINATION

MTCO will work with the City, and Caltrans to finalize all utility agreements and certifications to satisfy Caltrans requirements.

MTCO will work with the City and Caltrans to prepare and submit the Project Engineer’s Certification of Utility Facilities to satisfy Caltrans requirements. This task includes reviewing utility company designs to ensure they comply with the State Policy on High and Low Risk Underground Facilities Within Highway Rights of Way and preparing the necessary certification docs per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, MTCO will check the utility company relocation design against the latest project plans for conflicts. This task includes preparing a Report of Investigation (ROI), Notice to Owner (NTO), and Utility Agreements (UA) consistent with the current Caltrans guidelines.

TASK 6.4 RIGHT OF WAY APPRAISAL AND ACQUISITIONS (OPTIONAL TASK) NEED FROM UFS**TASK 6 UTILITY COORDINATION AND RIGHT OF WAY DELIVERABLES:**

- Utility Coordination and Meetings (2 meetings)
- Caltrans Right of Way and Utility Certification Package



**TASK 7.0 PLANS, SPECIFICATIONS AND ESTIMATE****TASK 7.1 60% PLANS AND ESTIMATE**

Following the completion of the preliminary plans, MTCO will develop the final PS&E. Plans will be prepared on a standard Town of Paradise Title block, and will be drafted per Caltrans Standards. Estimates will be included with each submittal. The Construction Plans will consist of the following sheets:

Plan	Estimated Number of Sheets
Title Sheet	1
Typical Cross Section	1
Survey Control Diagram	1
Layout (1" = 20')	2
Construction Details	4
Drainage Plan (1" = 20')	2
Drainage Profiles	1
Drainage Details	2
Construction Area Signs (1" = 100')	1
Pavement Delineation & Sign Plan (1" = 20')	2
Total Estimated Roadway Plan Sheets	16 sheets

TASK 7.2 90% PS&E

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

TASK 7.3 FINAL PS&E

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

TASK 7.4 BID PACKAGE PREPARATION

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

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

This Bid Book will be the basis for project advertisement.

TASK 7 PLANS, SPECIFICATIONS AND ESTIMATES DELIVERABLES:

- 60% Plans and Estimate (full site plans and PDF)
- 90% PS&E (full site plans and PDF)
- Final PS&E (full site plans, PDF, ACAD drawings)
- Bid Book (PDF)





ASSUMPTIONS AND EXCLUSIONS

- The Town will perform public outreach services
- No right of way acquisitions are anticipated at this time. Right of way acquisitions have been included as an optional task.
- No bidding assistance and construction support has been included in the scope at this time. It is assumed these services will be provided under a contract amendment
- Any available utility mapping the City has in its possession will be provided by the City. This includes PG&E facilities, PID water facilities, and drainage facilities. MTCO will gather supplemental mapping as needed.
- Property Owner meetings facilitated by Town.
- Water line design plans have not been included at this time.
- Bid book and Town boilerplate will be provided.
- No Drainage Report or Hydraulic Study will be included.
- MTCO will only take an oversight role in the development of the Environmental Document. It is assumed that ESA will gather all technical and project information needed for environmental clearance with little assistance from MTCO.



EXHIBIT “B”
Compensation

COST PROPOSAL

CONTRACT No. Contract 14-02.PE - Cypress Curve - Town c
CONSULTANT Mark Thomas & CompanyDate 17-Jul-14

DIRECT LABOR

Classification	Name	Range	Hours	Median Hourly Rate	Total
Engineering Manager III		80.50-88.99	18.0	@ \$ 84.50	\$ 1,521.00
Engineer VII		54.00-56.49	44.0	@ \$ 55.06	\$ 2,422.64
Engineer VI		47.00-53.99	182.0	@ \$ 48.14	\$ 8,761.48
Engineer IV		39.50-42.99	234.0	@ \$ 41.00	\$ 9,594.00
Engineer I		26.00-32.49	376.0	@ \$ 30.90	\$ 11,618.40
Engineer Technician III		33.50-35.49	146.0	@ \$ 34.47	\$ 5,032.62
Clerical II		20.60-30.00	22.0	@ \$ 21.00	\$ 462.00

Subtotal Direct Labor Costs \$ 39,412.14
Anticipated Salary Increases (0% for one year) \$ -

Total Direct Labor Costs \$ 39,412.14

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	38.90%	\$ 15,331.32
Total Fringe Benefits		\$ 15,331.32

INDIRECT COSTS

Overhead/General and Administrative	146.46%	\$ 57,723.02
Total Indirect Costs		\$ 57,723.02

FEE @ 10% \$ 11,246.65

OTHER COSTS

Mileage	\$ 0.00
Reproductions Costs (out of office blue lines, xerox, binding)	\$ 860.00
Overnight Mail/Mail	\$ 150.00
Total Other Costs	\$ 1,010.00

Mark Thomas & Company Total Costs \$ 124,723.13

SUBCONSULTANT 10-H TOTAL COSTS

Environmental Science Associates - Base Fee	\$ 40,536.60
L & L Surveying, Inc.	\$ 3,760.00
Taber Consultants	\$ 10,764.45

Subconsultants Total Costs \$ 55,061.04

TOTAL COSTS \$ 179,784.17

Cost Proposal

Contact No.
Consultant

Contract 14-02.PE - Cypress Curve - Town of Paradise
Environmental Science Associates - Base Fee

Form 10H
Date 8/26/2014

DIRECT LABOR

Classification	Name	Salary Range	Hours	Initial Hourly Rate	Total
Senior Associate II	Radley Ott		16	\$ 35.58	\$ 569.28
Director I	Ray Weiss		24	\$ 57.53	\$ 1,380.72
Senior Associate I	LeChi Huynh		6	\$ 27.78	\$ 166.68
Director II	Rebecca Allen		4	\$ 61.54	\$ 246.16
Managing Associate III	Scott Baxter		40	\$ 48.75	\$ 1,950.00
Senior Associate I	Kathy Anderson		24	\$ 28.85	\$ 692.40
Director II	Tim Rimp		2	\$ 60.10	\$ 120.20
Senior Associate II	Matt Morales		32	\$ 34.25	\$ 1,096.00
Senior Associate I	Phil Wade		16	\$ 30.41	\$ 486.56
Senior Associate II	Brad Allen		8	\$ 43.30	\$ 346.40
Project Technician III	Thomas Wyatt		14	\$ 36.92	\$ 516.88
Project Technician II	Logan Sakai		30	\$ 20.77	\$ 623.10
					\$ -

Subtotal Direct Labor Costs \$ 8,194.38

Total Direct Labor Costs **\$8,194**

FRINGE BENEFITS

	<u>Rate</u>	<u>Total</u>	
	44.60%	\$ 3,654.69	
Total Fringe Benefits			\$3,655

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>	
Overhead and G&A	165.12%	\$ 13,530.56	
Total Indirect Costs			\$13,531

FEE

	<u>Rate</u>	<u>Total</u>	
	10%	\$ 2,537.96	
Total Fee			\$2,538

OTHER COSTS

Records Search	\$400	
Travel (Mileage Costs) (540 miles @ .55/mile)	\$297	
GIS Fee (8 hours @ 15/hour)	\$120	
Noise Meter Rental (2 days @ 50/day)	\$100	
Postage/Delivery	\$150	
Document Reproduction (b/w-650 units @ .10/page and color- 50 units @ 1/page)	\$115	
Total Other Costs		\$1,182
Subconsultant - AWE		\$11,437

TOTAL COST	\$40,537	369
-------------------	-----------------	------------

Cost Proposal

Contact No.

Consultant

Taber Consultants

Form 10H

Date 8/22/2014

DIRECT LABOR

Classification	Name	Salary Range		Hours	Initial Hourly Rate	Total
Principal	Frank Taber	\$ 63.21	\$ 63.21	2	\$ 63.21	\$ 126.42
Supervisory Professional	Martin McIlroy, Eric Nichols	\$ 58.70	\$ 58.70		\$ 58.70	\$ -
Senior Professional	Ron Loutzenhiser, Dave Kitzm	\$ 48.16	\$ 48.16	35	\$ 48.16	\$ 1,685.60
Project Professional		\$ 42.14	\$ 42.14		\$ 42.14	\$ -
Senior Staff Professional	Glen Wade	\$ 37.63	\$ 37.63		\$ 37.63	\$ -
Staff Professional	Amanda Kahn	\$ 34.62	\$ 34.62	12	\$ 34.62	\$ 415.44
CAD Technician	Xor Vang	\$ 33.11	\$ 33.11	8	\$ 33.11	\$ 264.88
Laboratory Technician	Ray Downes, Alex Taber	\$ 33.11	\$ 33.11	15	\$ 33.11	\$ 496.65
Senior Technician		\$ 30.10	\$ 30.10		\$ 30.10	\$ -
Staff Technician		\$ 28.60	\$ 28.60		\$ 28.60	\$ -
Administrative Assistant	Rosina Florez, Erik Rommel	\$ 22.58	\$ 22.58	2	\$ 22.58	\$ 45.16
						\$ -
						\$ -

Subtotal Direct Labor Costs \$ 3,034.15

Total Direct Labor Costs **\$3,034****FRINGE BENEFITS**

Rate	Total
26.00%	\$ 788.88

Total Fringe Benefits **\$789****INDIRECT COSTS**

Overhead and G&A

Rate	Total
176.00%	\$ 5,340.10

Total Indirect Costs **\$5,340****FEE**

Rate	Total
10%	\$ 916.31

Total Fee **\$916****OTHER COSTS**

Seismic timer	(1 at \$500/day)	\$500
Mileage	(200 at \$0.55)	\$110
Per Diem	(0.5 at \$150/day)	\$75

Total Other Costs **\$685****TOTAL COST****\$10,764**

370

COST PROPOSAL

CONTRACT No. Contract 14-02.PE - Cypress Curve - Town c
CONSULTANT L & L Surveying, Inc.Date 15-Jul-14

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
2 Person Field Party			16.0	150.00	\$ 2,400.00
Calcs			16.0	85.00	\$ 1,360.00

Subtotal Direct Labor Costs \$ 3,760.00
 Anticipated Salary Increases (0% for one year) \$ -

Total Direct Labor Costs \$ 3,760.00

L & L does not have a breakdown of rates.

FRINGE BENEFITS

	Rate	Total
Fringe Benefits		\$ -
Total Fringe Benefits		\$ -

INDIRECT COSTS

Overhead/General and Administrative		\$ -
Total Indirect Costs		\$ -

FEE @ 10% \$ -

OTHER COSTS

Total Other Costs \$ -

TOTAL COSTS \$ 3,760.00

COST PROPOSAL FOR PROJECT SCOPE										Paradise-Cypress Curve Realignment														
MARK THOMAS & COMPANY INC. HOURS										SUBCONSULTANT FEES														
	Engineering Manager III	Engineer VII	Engineer VI	Engineer IV	Engineer I	Engineer Technician III	Clerical/Typist I	MTCO HOURS		Engineering Manager III	Engineer VII	Engineer VI	Engineer IV	Engineer I	Engineer Technician III	Clerical/Typist I	MTCO SUBTOTAL	L & L	UFS	ESA	TABER	SUBCONSULTANT SUBTOTAL	TOTAL FEE	
1.0 PROJECT MANAGEMENT										265.24	172.83	151.11	128.70	96.99	108.20	65.92								
1.1 Project Management	6	32						38		\$1,591		\$4,836					\$6,427						\$6,427	
1.2 Meetings	8	32					4	44		\$2,122		\$4,836				\$26.4	\$7,221						\$7,221	
1.3 Q&QC	4	12						16		\$1,061	\$2,074					\$3,135	\$1,341						\$3,135	
1.4 Prepare Local Assistance Funding Package		8					2	10				\$1,209				\$132	\$1,341						\$1,341	
Subtotal Task 1	18	12	72				6	108		\$4,774	\$2,074	\$10,880				\$396	\$18,124						\$18,124	
2.0 PRELIMINARY ENGINEERING																								
2.1 Preliminary Roadway Design / Striping Plan		4	8	24				36				\$604	\$1,030	\$2,328			\$3,962						\$3,962	
2.2 Basis of Design Memorandum		2	8					10				\$302	\$1,030				\$1,332						\$1,332	
2.3 Property Owner Coordination		8	8	12				28				\$1,209	\$1,030	\$1,164			\$3,402						\$3,402	
Subtotal Task 2		14	24	36				74				\$2,116	\$3,089	\$3,492			\$8,696						\$8,696	
3.0 SURVEYS AND MAPPING																								
3.1 Control Diagram				2				2					\$257				\$257	\$1,880					\$2,137	
3.2 Supplemental Topography				2				2					\$257				\$257	\$1,200					\$1,457	
3.3 Aerialized Topographic Base Mapping					4			4						\$386			\$386	\$680					\$1,068	
Subtotal Task 3				4	4			8						\$515	\$386		\$903	\$3,760					\$4,663	
4.0 GEOTECHNICAL ENGINEERING																								
4.1 Field Investigations				2				2									\$302						\$3,726	
4.2 Laboratory Analysis																		\$1,040					\$1,040	
4.3 Geotechnical Design Report				4				4									\$604	\$6,600					\$6,604	
Subtotal Task 4				6				6									\$907						\$11,171	
5.0 ENVIRONMENTAL CLEARANCE																								
5.1 Preliminary Environmental Analysis				6				6									\$907			\$4,000			\$4,907	
5.2 Environmental Technical Studies				4	8			12									\$1,534			\$26,190			\$26,624	
Subtotal Task 5				10	8			18									\$2,541			\$28,190			\$31,731	
6.0 UTILITY COORDINATION AND RIGHT OF WAY																								
6.1 Utility Mapping Confirmation			4	12	24			40									\$4,477						\$4,477	
6.2 Conflict Identification			8	8	24			40									\$4,666						\$4,666	
6.3 Caltrans Utility Coordination			16	30	20			66									\$8,219						\$8,219	
Subtotal Task 6			28	50	68			146									\$17,262						\$17,262	
7.0 PLANS, SPECIFICATIONS, AND ESTIMATE																								
7.1 60% Plans and Estimate			12	60	120	82		274									\$30,047						\$30,047	
7.2 90% PS&E			20	16	48	60	40	8	212								\$24,667						\$24,667	
7.3 Final PS&E			12	8	40	60	24	6	150								\$17,243						\$17,243	
7.4 Bid Package Preparation				16		8		2	26								\$3,326						\$3,326	
Subtotal Task 7			32	52	148	208	146	16	662								\$75,202						\$75,202	
REIMBURSEABLES																								
BASE SCOPE TOTAL	18	44	182	234	376	146	22	1022		\$4,774	\$7,605	\$27,502	\$36,115	\$36,470	\$15,797	\$1,450	\$124,723	\$3,760		\$11,547	\$500	\$11,847	\$12,887	
																							\$179,784	

EXHIBIT “C”
Required Certifications and Forms

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ (title) _____ of the _____ (local agency) _____, and that the consulting firm of _____ (firm name) _____, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

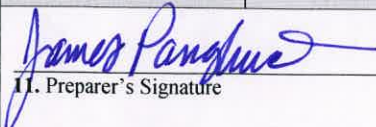
(Date)

(Signature)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Town of Paradise</u>			
2. Project Location: <u>Paradise, CA</u>			
3. Project Description: <u>Cypress Curve Realignment Project Preliminary Engineering Services</u>			
4. Consultant Name: <u>Mark Thomas & Company, Inc.</u>			
5. Contract DBE Goal %: <u>3</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Land Survey	L&L Surveying (530) 877-4300d	10973	2.09%
Environmental Studies	Area West Environmental, Inc. (916) 987-3362	32027	6.31%
Local Agency to Complete this Section		10. Total % Claimed 8.40%	
16. Local Agency Contract Number: _____		 11. Preparer's Signature	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		12. Preparer's Name (Print) <u>James Pangburn</u>	
19. Local Agency Representative Name (Print) _____		13. Preparer's Title <u>Project Manager</u>	
20. Local Agency Representative Signature _____	21. Date _____	14. Date <u>8/26/2014</u> 15. (Area Code) Tel. No. <u>(916) 381-9100</u>	
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	NON-DBE	DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT	
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			
ORIGINAL COMMITMENT			TOTAL	\$	\$			
DBE								
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
CONTRACTOR REPRESENTATIVE'S SIGNATURE				BUSINESS PHONE NUMBER			DATE	
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER			DATE	

Copy Distribution-Caltrans contracts:

Original - District Construction**Copy**- Business Enterprise Program**Copy**- Contractor**Copy** Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)**Copy**- District Local Assistance Engineer**Copy**- Local Agency file

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 03-BUT-0-PRDS
 PREFIX: HSIPL
 PROJECT NO: 5425(025)
 SEQ NO: 1
 STATE PROJ NO: 0314000139L-N
 AGENCY: PARADISE
 ROUTE:
 TIP DATA
 MPO: BCAG
 FSTIP YR: 13/14
 STIP REF: 202-0000-0070
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 ON CLARK RD BETWEEN ADAMS RD AND KIMBERLY LANE
 TYPE OF WORK:
 IMPROVE ALIGNMENT, DRAINAGE, WIDEN SHOULDER
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
 ENV STATUS / DT:
 RW STATUS / DT:
 INV RTE:
 BEG MP:
 END MP:

PREV AUTH / AGREE DATES:

PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
MS30	15	15	P	CHICO	URBAN	

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
PE THIS REQUEST	\$200,000.00	\$180,000.00	\$0.00
SUBTOTAL	\$200,000.00	\$180,000.00	\$0.00
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
R/W THIS REQUEST	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
CON THIS REQUEST	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:	\$200,000.00	\$180,000.00	\$0.00

STATE REMARKS

03/13/2014 SEQ 1 authorizing PE via lump sum appropriation. Funds are being advanced from 15/16 to 13/14 via EPSP.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
 FOR: PE
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: DAY, JIM
 REVIEWED IN FADS BY: YANG, ALBERT
 SUBMITTED IN FADS BY: VONGJESDA, SUNATE
 PROCESSED IN FADS BY: HUEY, SHUN
 APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 03/11/2014 741-5116
 ON 03/14/2014 651-0015
 ON 03/24/2014 FOR CALTRANS
 ON 03/25/2014 FOR FHWA
 ON 04/01/2014

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(025) AS OF 04/02/2014

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	03/26/2014
	GARY J. SWEETEN	03/27/2014
	TASIA PAPAJOHN	04/01/2014

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY		
DOCUMENT TYPE SIGNED BY		SIGNED ON
AUTH/AGREE	VONGJESDA, SUNATE	03/24/2014



TOWN OF PARADISE
Council Agenda Summary
Date: September 9, 2014

Agenda No. 7(b)

ORIGINATED BY: Marc Mattox, Town Engineer
REVIEWED BY: Lauren Gill, Town Manager
SUBJECT: Paradise Signal Upgrades Project

COUNCIL ACTION REQUESTED:

1. Adopt a resolution approving the plans and specifications for the Paradise Signal Upgrades Project and authorizing advertisement for bids on the project.

Background:

On April 29, 2013, Caltrans announced Cycle 5 call-for-projects for the Highway Safety Improvement Program (HSIP). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

On November 14, 2013, Caltrans approved the Paradise Signal Upgrades Project for federal funding. This project was selected based upon the calculated high benefit-cost ratio using actual collision data between 2006 and 2011 and implementation of safety countermeasures. The project includes the addition of battery backup systems, emergency vehicle pre-emption systems, and pedestrian countdown signal heads to all Town-owned traffic signals.

On May 13, 2014, Town Council approved Program Supplement Agreement No. 015-N for Project HSIPL-5425 (026) to assure receipt of \$282,000 in federal funds for the project.

Analysis:

Engineering has prepared the plans, specifications, and cost estimate for the paradise signal upgrades project. With Council approval of the plans and specifications and authorization to advertise for bids, staff proposes the following schedule:

Advertise for bid:	September-October 2014
Award Contract:	November 2014
Construction:	December/January 2015

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

Financial Impact:

The Engineer's Estimate for this project including a 10% construction contingency is \$273,400.

The total HSIP grant provides \$282,000 towards the proposed project preliminary engineering, construction, and construction engineering.

A total breakdown of project phases and expected costs is provided in the table below:

Item / Phase	Federal HSIP Grant	Gas Tax (CIP 9369)	Total
Preliminary Engineering	\$18,000	\$2,000	\$20,000
Construction	\$223,600	\$24,950	\$248,550
Construction Contingency	\$22,400	\$2,450	\$24,850
Construction Engineering	\$18,000	\$2,000	\$20,000
Total	\$282,000	\$31,400	\$313,400

Alternatives:

Delay or modify the recommended action.

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATES FOR
PARADISE SIGNAL UPGRADE PROJECT AND AUTHORIZING
ADVERTISEMENT FOR BIDS ON THE PROJECT.**

WHEREAS, the Town of Paradise has received a \$282,000 allocation of Highway Safety Improvement Program funds; and,

WHEREAS, the purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads; and,

WHEREAS, the 2013 grant award requires specific countermeasures to be implemented which address actual historical collision data and trends; and,

WHEREAS, the Paradise Signal Upgrades Project is consistent in scope with the approved grant award by installing pedestrian countdown signal heads, emergency vehicle detection systems and battery backup systems at Town-owned signalized intersections; and,

WHEREAS, the project design, plans and specifications will aid completion of community objectives by:

1. Improving signal operations during power outages,
2. Improving emergency response times,
3. Improving motorist safety,
4. Improving pedestrian safety, and

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

Section 1. The design, plans, specifications and estimates for the Paradise Signal Upgrades Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the Downtown Paradise Safety Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 9th day of September, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Scott Lotter, Mayor

ATTEST:

APPROVED AS TO FORM:

Joanna Gutierrez, CMC, Town Clerk

Dwight L. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 7(c)

Originated by: Gina S. Will, Finance Director/Town Treasurer

Reviewed by: Lauren Gill, Town Manager

Subject: 2014/15 TRAN Financing

Council Action Requested:

1. Adopt resolution 14___ authorizing and approving the borrowing of funds for Fiscal Year 2014-2015, the issuance and sale of a 2014-2015 tax and revenue anticipation note therefore, and approving certain other actions related thereto, or

Alternatives:

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

Background:

On August 1, 2014 staff issued a request for proposal to eight regional banks related to TRAN financing for the 2014/15 fiscal year in an amount not to exceed \$2,700,000. For the fourth year in a row, US Bank was the only institution that had proposed to provide the Town TRAN financing in order to build a cash flow bridge for the Town. This TRAN is absolutely necessary in order to have sufficient cash flow to operate and continue to meet cash demands of payroll and vendor payments between approximately October 1, 2014 and May 1, 2015 when the Town has used all of its reserves and is waiting for its final property tax payment to come in from the County. US Bank's letter of interest proposes a fixed interest rate of 1.35% for 10 months with a 0.1% origination fee. These are very similar to the terms provided in 2013/14 with only a five basis point increase in the interest rate. A copy of the letter of interest is attached for review.

Discussion:

Staff's analysis of the cash flow needs for 2014/15, indicate that the TRAN issued can be less than the \$3 Million issued for 2013/14. The final amount will be determined as part of the closing process, but the TRAN will not exceed \$2,700,000. US Bank is currently moving through their internal final approval process, and staff will begin working with outside Counsel to complete the appropriate closing documentation. The closing and final TRAN issuance will take place at the end of September 2014.

Fiscal Analysis:

The Town has budgeted \$25,313 for TRAN interest and \$8,150 for issuance costs for 2014/15. With approval of this resolution, and assuming a \$2,700,000 TRAN the Town is expected to spend \$24,300 in TRAN interest and about \$8,150 in issuance costs; therefore a total budget savings of just over \$1,000. A final budget adjustment recommendation will be brought forward for approval after the TRAN finalization.



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Government Banking Division
5th Floor (PD-OR-T5GB)
111 SW Fifth Avenue, Suite 550
Portland, OR 97204
(503) 275-3204 direct
(503) 275-7565 fax

August 28, 2013 ⁴

Town of Paradise
5555 Skyway
Paradise, CA 95969

Attn: Gina Will, Finance Director
gwill@townofparadise.com

U.S. Bank National Association ("U.S. Bank") is pleased to consider your request to provide financing to the Town of Paradise ("Town"). A summary of some of the terms U.S. Bank is considering for this financing package is as follows:

**Re: Up to \$2,700,000.00
Town of Paradise
Tax and Revenue Anticipation Note ("TRAN")**

The TRAN to the Town of Paradise is for the payment of operating expenditures prior to the receipt of tax revenues as permitted under California Government Code Section 53850-53858.

Fixed Rate Financing:

Amount: Maximum: \$2,700,000.00
Length: Term: 10 months (final maturity of 6/30/15)

Interest Rate: A fixed-rate of 1.35% Bank Qualified Tax Exempt, such rate to expire on September 12, 2014, such rate to be adjusted as of the date of funding so as to maintain the same margin over U.S. Bank's cost of funds as that which is included in the above indicated rate. Accrual to be on a 30/360 day basis. This rate assumes that the Town and legal counsel will designate the Financing as tax-exempt (bank qualified) under existing federal tax regulations.

Fee: An origination fee of \$2,700 or 0.1% will be due at closing and will be deducted from the proceeds of the TRAN.

Payments: The Interest Rate, above, assumes interest and principal paid at maturity of the note.

Prepayments: The Financing under the proposed Interest Rate may be prepaid prior to the stated maturity date.

Default Rate: U.S. Bank's proposed interest rates shall increase by 300 basis points.

Security: The TRAN will be a general obligation of the Town of Paradise. U.S. Bank will not take a subordinated lien position to any other financing. The TRAN will be secured by a pledge of the Full Faith and Credit of the Town of Paradise and not subject to annual appropriation.

Costs: Various costs, expenses and fees, relating to due diligence and the TRAN documentation, including all legal fees and expenses, are the responsibility of the Town. U.S. Bank may require separate legal counsel ("Ba



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Counsel”) to work with the Town’s bond counsel (“Bond Counsel”) in structuring the documents in accordance with U.S. Bank policies. Bank Counsel will have a significant influence on the structure of the TRAN as well as TRAN documents. U.S. Bank currently anticipates not requiring separate Bank Counsel.

Covenant: Documentation will include standard covenants, including events of default language, regarding maintenance of business operations, adequate insurance coverage, agreement to take all actions necessary to preserve tax-exempt status of the obligation, and to collect fees, taxes and other revenues in an amount sufficient to meet all the Town’s obligations, including debt service on this obligation.

Documentation: Documentation for the transaction will be provided by nationally recognized bond counsel of the Town’s choice at the cost of the Town. Documentation will include an appropriate authorizing resolution or ordinance, 8038 filing, revenue anticipation note and agreement, and counsel opinion that the TRAN is a legal, valid, binding, enforceable and properly authorized obligation of the Town of Paradise. In addition, documentation will require the California Judicial Reference Agreement between the Town and U.S. Bank. The Town will designate the TRAN as a “tax-exempt, bank qualified obligation” under section 265(b) of the Internal Revenue Code of 1986, as amended, for investment by financial institutions.

Other: The Town will covenant to automatically provide the Government Banking Division of U.S. Bank with copies of its annual, audited financial statements within 270 days of the end of each fiscal year for the duration of the TRAN.

U.S. Bank’s continued involvement with this financing is predicated upon U.S. Bank obtaining credit approval of the various terms, conditions, and creditworthiness of the Town. The credit approval process includes the mandatory analysis of the Town’s most recent three years of audited financial statements. The Bank is in possession of the Town’s Fiscal Year End Reports for 2011, 2012 and 2013.

This Letter of Interest automatically expires 14 business days from Friday, August 29, 2014.

As we obtain more information, additional substantive conditions will be required and terms may be changed or be supplemented. In addition, upon completion of our analysis and due diligence and if we obtain credit approval of this proposal, recognized bond counsel, at the Town’s expense, will prepare loan documentation which will include terms and conditions customary to U.S. Bank, as well as warranties and covenants specific to this transaction.

To that end, this letter is an expression of interest only, and it is not a contract, commitment nor intent to be bound. U.S. Bank does not intend that this letter or discussions relative to the terms of this letter create any legal rights or obligations, implicit or explicit, in favor of or against the other party. Also, no oral discussions and/or written agreements shall be in place of or supersede written loan agreements executed by your business and accepted by U.S. Bank.

Thank you for discussing your financing needs with U.S. Bank. Should you wish us to continue to consider your credit request, you will be responsible for all of U.S. Bank’s out-of-pocket expenses related to this financing request. We look forward to the opportunity to consider your credit request.

If you have any questions regarding this letter, please contact me at (503) 275-3204 or email zoeann.liggett@usbank.com or you may contact Lisa Trombley at (530) 893-6710, email lisa.trombley@usbank.com.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

Zoe Ann Liggett

Zoe Ann Liggett
Debt Finance Associate
Government Banking Division

usbank.com

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

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING
OF FUNDS FOR FISCAL YEAR 2014-2015, THE ISSUANCE AND SALE
OF A 2014-2015 TAX AND REVENUE ANTICIPATION NOTE
THEREFOR, AND APPROVING CERTAIN OTHER ACTIONS
RELATED THERETO**

WHEREAS, local agencies are authorized by Sections 53850 to 53858, inclusive, of the Government Code of the State of California (the “Act”) (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary Notes; and

WHEREAS, this Town Council (the “Town Council”) of the Town of Paradise (the “Town”) has determined that a sum not to exceed two million seven hundred thousand dollars (\$2,700,000) (the “Principal Amount”), is needed for the requirements of the Town, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of obligations or indebtedness of the Town, and that it is necessary that said Principal Amount be borrowed for such purposes at this time by the issuance of a Note (defined herein) therefor in anticipation of the receipt of taxes, income, revenue, cash receipts or other moneys to be received by the Town for the general fund of the Town; and

WHEREAS, the Note shall be a general obligation of the Town, and to the extent not paid from taxes, income, revenue, cash receipts or other moneys pledged to the repayment thereof, shall be paid with interest thereon from any other moneys of the Town lawfully available therefor, as required by Section 53857 of the Act; and

WHEREAS, the Note shall not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are being anticipated and during which the Note is outstanding, all as provided in Section 1.103-14(c) of the Income Tax Regulations; and

WHEREAS, it appears, and this Town Council hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts or other moneys of the Town, and available to pay principal and interest on the Note; and

WHEREAS, no money has heretofore been borrowed during fiscal year 2014-15 (“Fiscal Year 2013-14”) by or on behalf of the Town through the issuance of tax and revenue anticipation note or temporary notes in anticipation of the receipt of such uncollected taxes, income, revenue, cash receipts and other moneys; and

WHEREAS, pursuant to Section 53856 of the Act, certain moneys of the Town can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided); and

WHEREAS, this Town Council desires to approve the form of a purchase contract for the Note (the “Contract of Purchase”), in substantially the form presented hereto, with the final form thereof determined upon execution by an Authorized Officer (as defined herein); and

WHEREAS, the Note shall be offered for sale to U.S. Bank National Association (the “Purchaser”) pursuant to the terms and provisions of this Resolution and the Contract of Purchase; and

WHEREAS, pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), under certain circumstances, certain obligations the interest on which is exempt from federal income tax under Section 103 of the Code may be designated by the issuer thereof as “qualified tax-exempt obligations,” thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institution’s interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, this Town Council wishes to designate the Notes as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the Town in its sale of the Note.

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

Section 1. Recitals. All the recitals in this Resolution above are true and correct and this Town Council so finds, determines and represents.

Section 2. Authorization of Issuance of Note; Terms Thereof. As required by law, the Town hereby determines to and shall issue, in an amount not-to-exceed a Principal Amount of \$2,700,000, a note or notes under Sections 53850 *et seq.* of the Act, designated “Town of Paradise (Butte County, California) 2014-15 Tax and Revenue Anticipation Note” (collectively, the “Note”); to be in denominations of One Hundred Thousand Dollars (\$100,000) principal amount or any integral multiple of Five Thousand Dollars (\$5,000) in excess thereof, to be dated the date of delivery thereof; to mature (with option of prior redemption as provided herein) no later than thirteen months after the date of issuance (based on a 30-day month/360-day year basis); and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates set forth in the Contract of Purchase, but not in excess of that permitted by law. Both the principal of and interest on the Note shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of the Purchaser. The Note shall be subject to redemption prior to maturity, at the option of the Town,

from any source of available funds, in whole or in part, at a redemption price equal to the principal amount or portion thereof called for redemption, together with interest accrued to the date fixed for redemption, without premium. The Town shall be required to provide the Purchaser 30-day written notice of any such redemption.

Section 3. Form of Note; Sale of Note. The Note shall be issued in the form of and represented by one physical Note in the full principal amount thereof, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Note shall be sold to U.S. Bank National Association, as the initial purchaser thereof (the “Purchaser”). Unless otherwise set forth in the Contract of Purchase, ownership of the Note may not thereafter be transferred by the Purchaser for any reason. There shall be simultaneously delivered with the Note the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation respecting the validity of said Note and, immediately following such legal opinion, a certificate executed with the manual or facsimile signature of the Mayor of the Town (the “Mayor”), said certificate to be in substantially the following form:

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Note therein described that was manually signed by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Note.

[Manual/Facsimile Signature]
Mayor, Town of Paradise

Section 4. Deposit of Note Proceeds; No Arbitrage. The moneys so borrowed shall be deposited with the Town into a segregated account within the General Fund of the Town and shall be pledged to the payment of the Note to the extent sufficient Pledged Revenues and other legally available Unrestricted Revenues are not deposited into the Repayment Fund (as such terms defined below). The Town hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”); and, to that end, so long as the Note is outstanding, the Town, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be “arbitrage bonds.”

Section 5. Payment of Note.

(A) **Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose) which are intended as receipts for the general fund of the Town and which are generally available for the payment of current expenses and other obligations of the Town (collectively, the "Unrestricted Revenues"). To the extent the Note matures during the fiscal year succeeding Fiscal Year 2014-15, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to Fiscal Year 2014-15

The Note shall be a general obligation of the Town, and to the extent the Note is not paid from the Unrestricted Revenues pledged to the repayment therefore pursuant to Section 5(B) hereof, the Note shall be paid with interest thereon from any other moneys of the Town lawfully available therefor, as provided in this Resolution and by law.

(B) **Pledged Revenues.** Except as otherwise provided in the Note or in the Contract of Purchase, as security for the payment of the principal of and interest on the Note, the Town pledges an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues by the Town received in the month ending January 31, 2015; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues received by the Town in the month ending April 30, 2015; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from Unrestricted Revenues received by the Town in the month ending April 30, 2015 (such pledged amounts being hereinafter called the "Pledged Revenues").

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the Town from such Pledged Revenues as provided by law.

In the event that there are insufficient Unrestricted Revenues received by the Town to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from such Unrestricted Revenues in any month, then the amount of such deficiency shall be satisfied and made up from any other moneys of the Town lawfully available for the repayment of the Note and the interest thereon.

(C) **Covenant Regarding Additional Short Term Borrowing.** The Town covenants and warrants that it will not request the Butte County Treasurer-Tax Collector to make temporary transfers of funds in the custody thereof to meet any obligations of the Town during Fiscal Year 2013-14 pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) **Deposit of Pledged Revenues in Repayment Fund.** The Pledged Revenues shall be held by the Town in a special fund hereby authorized to be created within the

General Fund of the Town and designated as the “Town of Paradise 2014-15 Tax and Revenue Anticipation Note Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. The Town shall invest money in the Repayment Fund as provided in Section 5(E) hereof. Any moneys accounted for in the Repayment Fund shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) **Disbursement and Investment of Moneys in Repayment Fund.** From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in and accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues deposited for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Note, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the General Fund of the Town. On the maturity date of the Note, the moneys in the Repayment Fund shall be used to pay the principal of and interest on the Note and any excess remaining in the Repayment Fund after payment of Note shall be transferred to the Town.

Moneys in the Repayment Fund shall be invested in investment securities or other investments permitted by applicable California law, as it is now in effect and as it may be amended, modified or supplemented from time to time, including investments authorized by Section 9 hereof, provided that no such investment shall have a maturity date later than the Maturity Date of the Note.

Section 6. Execution of Note. The Mayor, or a designated deputy thereof, is hereby authorized to sign the Note manually or by facsimile signature, and the Town Manager (the “Town Manager”) is hereby authorized to countersign the Note manually or by facsimile signature, provided that at least one of the foregoing shall sign manually, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

Section 7. Approval of Contract of Purchase. The form of Contract of Purchase for the Note, by and between the Town and the Purchaser, substantially in the form on file with the Clerk or Secretary of the Town Council, is hereby approved. The Mayor, Town Manager, or a designated deputy thereof (the “Authorized Officers”), each alone, are each hereby requested to acknowledge such Contract of Purchase with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Note shall not exceed that authorized by law. The Authorized Officers, each alone, are hereby further authorized to determine the maximum Principal Amount of Note to be specified in the Contract of Purchase, up to \$2,700,000, and to enter into and execute the Contract of Purchase with the Purchaser, if the conditions set forth in this Resolution are satisfied.

Section 8. Delivery of Note. The proper officers of the Town are hereby authorized and directed to deliver the Note to the Purchaser in accordance with the Contract of

Purchase. All actions heretofore taken by the officers and agents of the Town with respect to the sale and issuance of the Note are hereby approved, confirmed and ratified, and the officers of the Town Council are hereby authorized and directed, for and in the name and on behalf of the Town Council, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with this Resolution.

Section 9. Authorization to Invest Proceeds. Pursuant to Section 53601(l) of the Government Code of the State of California, the following are hereby designated as authorized investments for the proceeds of the Note and for the moneys in the Repayment Fund: (i) a guaranteed investment contract with (a) a financial institution or insurance company which has or its guarantor has at the date of execution thereof one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated not lower than the second highest rating category (without regard to subcategories) by Moody's Investors Service and by Standard & Poor's Rating Service, (ii) the Local Agency Investment Fund administered by the State of California, and (iii) the Butte County Investment Pool.

Section 10. Other Actions. (A) Officers of the Town Council and Town officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Note and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(B) Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Note may be amended by the Contract of Purchase.

(C) The Town Council hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel to the Town with respect to the issuance of the Note.

Section 11. Designation as Qualified Tax-Exempt Obligation. Based on the following representations of the Town, the Notes are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) the Notes are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Town, together with all of its subordinate entities, has not issued obligations (other than those obligations described in clause (iv) below) in calendar year 2014 the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code; (iii) the Town reasonably anticipates that it, together with its subordinate entities, will issue during the remainder of calendar year 2014 obligations (other than those obligations described in clause (iv) below) the interest on which is excluded from gross income for federal income tax purposes under to Section 103 of the Code which, when aggregated with all obligations described in clause (ii) above, will not exceed an aggregate principal amount of \$10,000,000; (iv) and notwithstanding clauses (ii) and (iii) above, the Town and its subordinate entities may have issued in calendar year 2014 and may

continue to issue during the remainder of calendar year 2014 private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Section 12. Action Regarding Qualified Tax-Exempt Obligation.

Appropriate officials of the Town are hereby authorized and directed to take such other actions as may be necessary to designate the Notes as “qualified tax-exempt obligations,” including, if either deemed necessary or appropriate, placing a legend to such effect on the form of Notes in such form as either deemed necessary or appropriate.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 9th day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Scott Lotter, Mayor

ATTEST:

BY: _____
Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Dwight L. Moore, Town Attorney

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS NOTE IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE AUTHORIZING RESOLUTION AND THE PURCHASE CONTRACT, AS DEFINED HEREIN, TO PERSONS WITH THE EXPERIENCE AND FINANCIAL EXPERTISE TO UNDERSTAND AND EVALUATE THE HIGH DEGREE OF RISK INHERENT IN THIS INVESTMENT.

No. 1

TBD

TOWN OF PARADISE
(BUTTE COUNTY, CALIFORNIA)
2014-2015 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

Rate of Interest:	Note Date:	Maturity Date:
1.35%	_____	June 30, 2015

OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: _____

FOR VALUE RECEIVED, the Town of Paradise (the "Town"), Butte County, California, acknowledges itself indebted to and promises to pay the Owner identified above, or registered assigns, at the principal office thereof, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

This Note shall be subject to redemption at any time prior to the Maturity Date, at the option of the Town, from any source of available funds, in whole or in part, at a redemption price equal to the Principal Amount or portion thereof of the Note called for redemption, together with interest accrued to the date fixed for redemption, without premium.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Note in the aggregate principal amount of _____ (\$_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Town Council of the Town of Paradise, duly passed and adopted on September 9, 2014, and under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1,

Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the Town, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

This Note has been designated a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, by resolution of the Town.

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose), which are intended as receipts for the general fund of the Town and generally available for the payment of current expenses and other obligations of the Town (collectively, the “Unrestricted Revenues”). As security for the payment of the principal of and interest on the Note the Town has pledged an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending January 31, 2015; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending April 30, 2015; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from the first Unrestricted Revenues received by the Town in the month ending April 30, 2015 (such pledged amounts being hereinafter collectively referred to as the “Pledged Revenues”). The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the Town lawfully available therefor.

This Note shall not be transferable by the Owner hereof except upon surrender at the date of maturity or redemption thereof, and cancellation of this Note upon payment therefor. The Owner hereof shall be treated as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Town shall not be affected by any notice to the contrary.

Unless this certificate is presented to the issuer for payment thereof, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL.

IN WITNESS WHEREOF, the Town has caused this 2014-15 TAX AND REVENUE ANTICIPATION NOTE to be executed by the Mayor of the Town of Paradise, and countersigned by the Town Manager this ___th day of September, 2014.

TOWN OF PARADISE

By: [no signature; form only]
Mayor

Countersigned

By: [no signature; form only]
Town Manager

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the Note therein described that was manually signed by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Note.

[no signature; form only]
Mayor, Town of Paradise



TOWN OF PARADISE
Council Agenda Summary
Date: September 9, 2014

AGENDA ITEM: 7(d)

ORIGINATED BY: Craig Baker, Community Development Director
Dwight Moore, Town Attorney

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Consider Introducing an Ordinance Amending Text Regulations Within Paradise Municipal Code Chapter 8.08 Relating to Recyclable Solid Waste

COUNCIL ACTION REQUESTED: Upon conclusion of public discussion of this agenda item adopt either the recommended action or an alternative action.

RECOMMENDATION: Adopt a **MOTION TO:**

1. Waive the first reading of Town Ordinance No. _____ and read by title only; **AND**
2. Introduce Town Ordinance No. _____, "An Ordinance Amending Section 8.08.210 of the Paradise Municipal Code Relating to: The Collection of Recyclable Solid Waste ". **OR**
3. Adopt an alternative directive to town staff.

BACKGROUND: During its meeting on August 12, 2014, the Town Council expressed concern regarding the unauthorized removal and collection of recyclable solid waste by private individuals from solid waste receptacles owned, placed and maintained by the Town in various locations, including Paradise Community Park, the Paradise Memorial Trailway, Paradise Recreation and Park District (PRPD) facilities and at bus stops throughout the Town. At the conclusion of a short discussion regarding the matter, the Town Council directed Town staff to research the Town's solid waste regulations contained within Paradise Municipal Code (PMC) Chapter 8.08 and return for Town Council consideration of possible text amendments designed to address the issue.

DISCUSSION: In their current form, the Town's Solid Waste Collection regulations contained within PMC Chapter 8.08 were established via adoption of Town Ordinance No. 459 on March 7, 2007. PMC section 8.08.080 (*Ownership of solid waste-Flow control*) specifically provides that, once placed in containers, bins or roll-offs, or placed at curbside, ownership and the right to possession of refuse, compostables and recyclables shall transfer directly from the customer to the Town-authorized solid waste franchisee. The Town's current solid waste franchisee is Northern Recycling and Waste Systems (NRWS).

However, PMC section 8.08.210 (*Unlawful action/penalty*), which contains a listing of activities related to solid waste collection that are declared to be unlawful, does not contain a provision that specifically declares that removal of recyclable materials from Town-owned solid waste containers not placed at curbside is unlawful. Therefore, Town staff is recommending that the Town Council adopt a minor text amendment to PMC subsection 8.08.210(A)(8) declaring it to be unlawful to pick up recyclable material placed in a Town-owned container or curbside for collection by the Town's authorized franchised solid waste collector.

In consideration of the facts in the preceding discussion, Town staff has prepared the attached proposed ordinance document recommended for your consideration and possible adoption for purposes of introduction. This ordinance would result in a minor text amendment to PMC Chapter 8.08 that, if ultimately adopted, would address the concerns expressed by the Town Council regarding unauthorized removal of recyclable solid waste from Town-owned containers and would take legal effect thirty (30) days after the date of adoption. The new text is shaded **thus** within the proposed ordinance.

FINANCIAL IMPACT: There is no financial impact associated with the first reading and introduction of the ordinance.

Attachment

**TOWN OF PARADISE
ORDINANCE NO. _____**

**AN ORDINANCE AMENDING SECTION 8.08.210 OF THE
PARADISE MUNICIPAL CODE RELATING TO:
THE COLLECTION OF RECYCLABLE SOLID WASTE**

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

SECTION 1. Section 8.08.210 of the Paradise Municipal Code is amended to read as follows:

8.08.210 Unlawful action/penalty.

- A. It is unlawful for any person or generator in the town to do any of the following:
1. Dispose of or dump solid waste on public or private rights-of-way;
 2. Dispose of toxic or hazardous materials in a manner that creates a public health, safety or environmental hazard;
 3. Dispose of dead animals as part of normal collection of solid waste;
 4. Utilize solid waste containers belonging to other individuals without prior written permission;
 5. Fail to Contract with the town's authorized solid waste collection franchisee to collect solid waste and recyclable materials from the generator unless granted an exemption from such required contracted service by action of the Town of Paradise.
 6. Violate any provisions of the Paradise General Plan's "household hazardous waste element";
 7. Violate any provision of the Paradise General Plan's "source reduction and recycling element";
 8. Pick up recyclable material placed in a town-owned container or curbside by other property owners or tenants for collection by the town's authorized franchised solid waste collector;

ORDINANCE NO. ____

9. Place and leave a solid waste/recyclable materials container within the front yard or at curbside or roadway collection point more than twenty-four (24) hours before the day of collection pickup or beyond twenty-four (24) hours after the day of collection pickup.

B. Any person or generator violating any of the provisions of this chapter shall be guilty of an infraction with fines pursuant to Government Code Section 36900. Any additional violation of this chapter within one year of the first violation may be prosecuted by the town attorney as a misdemeanor with a fine not exceeding one thousand dollars and/or six months in the county jail; and provided, however, the town attorney shall have the discretion to reduce the misdemeanor to an infraction. Each day such violation is committed or permitted to continue constitutes a separate offense and is punishable as such.

SECTION 2. This ordinance shall take effect thirty (30) days after the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance or a summary thereof shall be published in a newspaper of general circulation published and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Lotter, Mayor

ATTEST:

JOANNA GUTIERREZ, CMC, Town Clerk

APPROVED AS TO FORM:

DWIGHT L. MOORE, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: September 9, 2014**

Agenda Item: 7(e)

Originated by: Lauren Gill, Town Manager
Gina S. Will, Finance Director/Town Treasurer

Subject: Town 2014/15 Operating and Capital Budget Status Update

Council Action Requested:

Approve the following budget adjustments; or,

Alternatives:

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

Background:

The 2014/15 Operating and Capital Budget was adopted June 25, 2014. Each month staff will complete analysis of the financial transactions recorded to date and additional information received to identify the potential impact to the 2014/15 budget. At least quarterly, but more often if needed, a report will be brought forward to Town Council updating them on the status of the budget and recommending appropriate budget adjustments.

Discussion:

Fund 1010 – General Fund

Staff ran and analyzed a General Fund Budget Performance Report to date for the 2013/14 fiscal year and 2014/15 budget in order to review trends or significant swings in revenues and expenses. A copy of this report is attached for review. The following information was derived from this analysis:

2013/14

A few transactions are still coming in for the fiscal year ended June 30, 2014. Since general fund transactions are recorded on a modified accrual basis, if a revenue or expenditure was measurable or incurred as of June 30, 2014, it is recorded for that fiscal year even if the cash transaction doesn't actually occur until the next year. Final receipts of property taxes are coming in a little better than expected and some expenditures are coming in a little less. At the time of budget adoption it appeared that revenues would exceed expenditures by a little over \$402,000. Now it appears that revenues will exceed expenditures by about \$450,000. This is moving the Town in the right direction in terms of rebuilding an actual cash reserve, but the Town still has a

ways to go to reach firm financial stability. This will bring the Town's ending fund balance/ reserve to about \$1,790,767. The former Paradise Redevelopment Agency owes the Town's general fund \$1,898,321, so the general fund is still short \$108,000 of building some cash reserves.

Revenues

- The final property tax receipts came in for the 2013/14 fiscal year. Overall property taxes are about \$28,271 more than budgeted. This is a difference of 0.65% with total receipts of \$4.35 million. This is 2.88% more than 2012/13. This is the first growth in property taxes in five years. This is promising showing that the values of homes are increasing and that the housing market is active and improving in the community. While this is encouraging, it will still take at least another four years to be equal to where property taxes were five years ago. No adjustment to the 2014/15 budget numbers is currently recommended.
- MVIL finalized exactly as anticipated for 2013/14. However, we recently received a check from the County for \$159,968.64 as a one-time audit adjustment for MVIL fees dating back to 2008/09. The State audited the County and discovered a calculation error in which the County shorted the Town these funds. These one-time monies can be used to cover the \$55,000 cost of the building materials for the roof rebuild at Fire Station 81. It will also cover the \$20,000 cost of repairing the ladder truck which was originally expected to be completed in 2013/14. Staff implores Council to leave the rest of the money unbudgeted for now. There is currently no contingency money budgeted in case of crisis. The Town is so far behind in replacing equipment and facilities that a major emergency replacement is eminent. This could give the Town some breathing room until more of the fiscal year is completed. If at mid-year, finances remain stable, staff may recommend using part of this money to replace or repair some other long deferred equipment.
- With the final sales tax receipt for 2013/14 posted, Sales tax receipts increased 4.1% for the fiscal year. This is about \$26,000 less than expected, but still a healthy growth. The last fiscal quarter property tax growth really flattened and staff only anticipates modest growth in this fiscal year. Staff will keep an eye on 2014/15 initial sales tax receipts and may recommend a decrease in budgeted sales tax receipts next month.
- 2013/14 franchise fees finalized with about \$5,000 more than budgeted and with growth of about 3.2%. Transient occupancy taxes for 2013/14 also finalized with about \$5,000 more than budgeted but with a decrease of about 4.3% compared to the prior year. One hotel still continues to struggle to make their payments timely and the other hotels are not reporting growth. No adjustment is currently recommended for the 2014/15 fiscal year.
- As expected, the summer of 2014 was and continues to be a busy fire season. Some of the Town's equipment and personnel were loaned to CAL FIRE, and is

expected to generate rents of about \$27,404. The Town budgeted \$20,000 so \$7,404 is the recommended adjustment

Expenses:

Fire Department

The personnel services contract with CAL FIRE completed its first full fiscal year in 2013/14. It has proved to be not only financially beneficial for the Town, but has also provided outstanding fire suppression and medical aid services for the community. In addition to the contracted savings negotiated through the contract, the Town asked CAL FIRE to come up with \$200,000 more in savings in order to balance the budget. By year end CAL FIRE was able to achieve a little over \$278,000 in savings for the 2013/14 fiscal year.

Police Department

The Police Department continues to struggle with filling open and budgeted positions. A lateral is in the final stages of the hiring process, and there are others in background, but there are still officially three openings and a couple more vacancies looming. There are two open dispatch positions with some candidates in background. Staff will continue to keep an eye on the budget and overtime, but until some of these positions are filled, there are too many variables to properly estimate the budget impact at this time.

Fund 2120 – State Gas Tax (Street Maintenance)

The last four years this fund has been self-sustaining without transfers in from the general fund. For 2013/14 the fund added about \$100,000 to its ending fund balance, but is expected to use part of that on vital road and street maintenance projects within the community this 2014/15 fiscal year.

- The Town recently received a revised estimate of the Highway Users Taxes (Gas Tax) that will be allocated to the Town. It reflects almost \$98,000 more in funds. These funds may be used to leverage more grant monies or may be used for a small maintenance project.

Conclusion:

Following are the recommended 2014/15 budget adjustments:

2014/15 Operating Budget Status Update
September 9, 2014

1010 – General Fund		
Beginning Fund Balance		1,790,767
Revenues		9,609,041
Recommended Adjustments		
1.	00.0000.3356.001	159,969 MVIL one-time adjustment
2.	35.0000.3345.100	7,404 Rents for fire equipment
Adjusted Revenues		9,776,414
Transfers In		427,483
Total Resources		10,203,897
Expenditures		10,036,524
Recommended Adjustments		
3.	30.4550.5214	20,000 Ladder truck repairs
4.	35.4610.5303	55,000 Fire Station 81 roof materials
Adjusted Expenditures		10,111,524
Net Income		92,373
Projected Ending Fund Balance		1,883,140

2120 – State Gas Tax (Street Maintenance)		
Beginning Fund Balance		505,288
Revenues		1,052,768
Recommended Adjustments		
	45.4750.3355.001	12,582 Gas Tax section 2106
	45.4750.3355.002	15,945 Gas Tax section 2107
	45.4750.3355.005	70,456 Gas Tax section 2105
	45.4750.3355.007	(1,043) Gas Tax section 2103
Adjusted Revenues		1,150,708
Transfers In		76,050
Total Resources		1,226,758
Expenditures		1,042,179
Recommended Adjustments		
Adjusted Expenditures		1,042,179
Transfers Out		206,487
Net Income		(21,908)
Projected Ending Fund Balance		483,380

Fiscal Impact Analysis:

These current adjustments increase the General Fund net income and increase the General Fund reserves by \$92,373.



Budget Performance Report

Fiscal Year to Date 08/31/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity										
3110.311	Property Tax Current Secured	4,142,843.00	.00	4,142,843.00	.00	.00	.00	4,142,843.00	0	4,043,451.68
3110.312	Property Tax Current Unsecured	220,432.00	.00	220,432.00	.00	.00	.00	220,432.00	0	223,034.44
3110.315	Property Tax Prior Secured/Unsecured	7,344.00	.00	7,344.00	.00	.00	.00	7,344.00	0	7,620.11
3110.320	Property Tax General Supplemental	19,380.00	.00	19,380.00	.00	.00	.00	19,380.00	0	36,281.14
3130.325	General Sales and Use Tax Sales and Use Tax	1,814,118.00	.00	1,814,118.00	.00	.00	.00	1,814,118.00	0	1,758,211.29
3167.330	Real Property Transfer Tax Real Property Transfer Tax	61,974.00	.00	61,974.00	5,592.90	.00	5,592.90	56,381.10	9	68,913.95
3182.335	Franchise Taxes Franchise Taxes	841,905.00	.00	841,905.00	.00	.00	.00	841,905.00	0	836,738.33
3185.340	Transient Occupancy Tax Transient Occupancy Tax	173,125.00	.00	173,125.00	.00	.00	.00	173,125.00	0	166,644.65
3210.110	Business Licenses and Permits Business Regulation	3,000.00	.00	3,000.00	198.40	.00	587.86	2,412.14	20	3,721.57
3210.120	Business Licenses and Permits Bingo Regulation	132.00	.00	132.00	.00	.00	.00	132.00	0	132.00
3345.100	State Revenues - Other Refunds & Reimbursements	.00	.00	.00	.00	.00	.00	.00	+++	237.00
3345.200	State Revenues - Other Miscellaneous	24,000.00	.00	24,000.00	.00	.00	.00	24,000.00	0	31,110.50
3351.001	Property Tax Homeowners Apportionment	69,109.00	.00	69,109.00	.00	.00	.00	69,109.00	0	69,108.86
3356.001	State Motor Vehicle In Lieu Motor Vehicle In Lieu Tax	1,970,371.00	.00	1,970,371.00	.00	.00	159,968.64	1,810,402.36	8	1,922,349.56
3410.101	Administrative Services General Administrative Fees	15.00	.00	15.00	3.93	.00	9.96	5.04	66	42.94
3410.104	Administrative Services Returned Check Processing	200.00	.00	200.00	.00	.00	25.57	174.43	13	178.99
3410.112	Administrative Services Printed Material Production/Sale	250.00	.00	250.00	.00	.00	.00	250.00	0	268.02
3410.113	Administrative Services Document Copying	250.00	.00	250.00	102.00	.00	160.00	90.00	64	253.50
3410.114	Administrative Services Document Certification	250.00	.00	250.00	.00	.00	10.00	240.00	4	400.00
3410.115	Administrative Services Research on Request/Dept Records	100.00	.00	100.00	.00	.00	.00	100.00	0	1.37
3410.150	Administrative Services Late Fees	.00	.00	.00	.00	.00	2.83	(2.83)	+++	.00
3610.100	Interest Revenue Investments	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	5,633.05
3630.200	Rents and Royalties Billboard Rents and Leases	440.00	.00	440.00	.00	.00	.00	440.00	0	440.00
3901.100	Refunds & Reimbursements Miscellaneous	5,000.00	.00	5,000.00	.00	.00	250.00	4,750.00	5	27,643.05
3902.100	Miscellaneous Revenue General	2,000.00	.00	2,000.00	83.61	.00	83.61	1,916.39	4	98,246.99
3902.110	Miscellaneous Revenue Cash Over and Short	.00	.00	.00	.00	.00	.00	.00	+++	99.01
3910.030	Transfers In From Development Services Fund	144,351.00	.00	144,351.00	.00	.00	.00	144,351.00	0	123,207.00
3910.070	Transfers In From Animal Control	28,726.00	.00	28,726.00	.00	.00	.00	28,726.00	0	31,002.00
3910.120	Transfers In From State Gas Tax Fund	168,497.00	.00	168,497.00	.00	.00	.00	168,497.00	0	153,091.00
3910.140	Transfers In From Traffic Safety Fund	30,000.00	.00	30,000.00	.00	.00	.00	30,000.00	0	30,000.00
3910.160	Transfers In From BHS Development Svcs Fund	31,403.00	.00	31,403.00	.00	.00	.00	31,403.00	0	29,621.00
3910.215	Transfers In From Aband Vehicle Abate Fund	6,500.00	.00	6,500.00	.00	.00	.00	6,500.00	0	4,468.85
3910.628	Transfers In From Gen Plan Fee	.00	.00	.00	.00	.00	.00	.00	+++	28,922.82
3910.650	Transfers In From Successor Agency to RDA NH	13,200.00	.00	13,200.00	.00	.00	.00	13,200.00	0	.00
3910.900	Transfers In From Transit Fund	4,806.00	.00	4,806.00	.00	.00	.00	4,806.00	0	4,338.00
3910.970	Transfers In From Self Insurance Trust Fund	.00	.00	.00	.00	.00	.00	.00	+++	9.00



Budget Performance Report

Fiscal Year to Date 08/31/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity Totals		\$9,788,221.00	\$0.00	\$9,788,221.00	\$5,980.84	\$0.00	\$166,691.37	\$9,621,529.63	2%	\$9,746,531.67
Department 00 - Non Department Activity Totals		\$9,788,221.00	\$0.00	\$9,788,221.00	\$5,980.84	\$0.00	\$166,691.37	\$9,621,529.63	2%	\$9,746,531.67
Department 25 - Finance										
Program 5005 - Rental Properties										
3901.100	Refunds & Reimbursements Miscellaneous	2,100.00	.00	2,100.00	.00	.00	.00	2,100.00	0	2,170.13
Program 5005 - Rental Properties Totals		\$2,100.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00	0%	\$2,170.13
Department 25 - Finance Totals		\$2,100.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00	0%	\$2,170.13
Department 30 - Police										
Program 0000 - Non Program Activity										
3320.100	Federal Revenue - Other Refunds and Reimbursements	500.00	.00	500.00	2,853.96	.00	2,853.96	(2,353.96)	571	429.98
3345.004	State Revenues - Other POST Reimbursements	14,000.00	.00	14,000.00	.00	.00	700.32	13,299.68	5	13,257.98
3345.100	State Revenues - Other Refunds & Reimbursements	12,000.00	.00	12,000.00	10,459.00	.00	10,459.00	1,541.00	87	12,128.24
3380.100	Local Government Revenue Fines and Forfeitures	22,000.00	.00	22,000.00	.00	.00	.00	22,000.00	0	24,893.32
3410.150	Administrative Services Late Fees	.00	.00	.00	.00	.00	253.07	(253.07)	+++	43.14
3421.100	Police Vehicle Repossession	150.00	.00	150.00	.00	.00	21.00	129.00	14	231.00
3421.103	Police Weapons Storage Fee	300.00	.00	300.00	.00	.00	.00	300.00	0	282.18
3421.105	Police Cite Sign Off / VIN Verification	1,200.00	.00	1,200.00	40.70	.00	183.15	1,016.85	15	1,302.40
3421.110	Police DUI Accident & Arrest Processing	5,000.00	.00	5,000.00	240.00	.00	240.00	4,760.00	5	2,348.10
3421.111	Police Vehicle Impound Fee	1,200.00	.00	1,200.00	112.00	.00	448.00	752.00	37	1,456.00
3421.115	Police Police Report (Copy)	7,000.00	.00	7,000.00	415.47	.00	741.79	6,258.21	11	7,151.79
3421.120	Police Fingerprint Processing	6,000.00	.00	6,000.00	380.00	.00	741.00	5,259.00	12	6,156.00
3421.122	Police Visa/Clearance Letter	64.00	.00	64.00	.00	.00	16.07	47.93	25	64.28
3421.128	Police Statutory Registration	700.00	.00	700.00	.00	.00	.00	700.00	0	750.00
3421.130	Police Reproduce/Sale of Tapes & Photos	150.00	.00	150.00	.00	.00	.00	150.00	0	167.33
3421.140	Police Alarm System Registration	500.00	.00	500.00	.00	.00	977.64	(477.64)	196	1,151.33
3421.141	Police False Alarm Response	2,200.00	.00	2,200.00	.00	.00	178.87	2,021.13	8	2,127.50
3421.180	Police Special Services	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	3,495.24
3421.185	Police Bicycle License	.00	.00	.00	.00	.00	.00	.00	+++	7.50
3421.187	Police Subpoena Duces Tecum	30.00	.00	30.00	15.00	.00	15.00	15.00	50	60.00
3421.235	Police Deer Validation	36.00	.00	36.00	.00	.00	.00	36.00	0	36.00
3901.100	Refunds & Reimbursements Miscellaneous	3,000.00	.00	3,000.00	.00	.00	14.85	2,985.15	0	842.47
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	200.00	.00	200.00	.00	.00	.00	200.00	0	610.33
3902.100	Miscellaneous Revenue General	50.00	.00	50.00	10.00	.00	28.00	22.00	56	1,404.40
Program 0000 - Non Program Activity Totals		\$79,780.00	\$0.00	\$79,780.00	\$14,526.13	\$0.00	\$17,871.72	\$61,908.28	22%	\$80,396.51
Department 30 - Police Totals		\$79,780.00	\$0.00	\$79,780.00	\$14,526.13	\$0.00	\$17,871.72	\$61,908.28	22%	\$80,396.51



Budget Performance Report

Fiscal Year to Date 08/31/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 35 - Fire										
Program 0000 - Non Program Activity										
3345.100	State Revenues - Other Refunds & Reimbursements	20,000.00	.00	20,000.00	816.00	.00	27,404.00	(7,404.00)	137	24,601.00
3380.103	Local Government Revenue Fines and Citations Fire	.00	.00	.00	.00	.00	.00	.00	+++	100.00
3410.150	Administrative Services Late Fees	20.00	.00	20.00	.00	.00	.00	20.00	0	13.60
3422.303	Fire Out Of Hours Burning Response	500.00	.00	500.00	.00	.00	.00	500.00	0	373.12
3422.304	Fire Fuel Reduction Burn Permit	500.00	.00	500.00	.00	.00	.00	500.00	0	476.00
3422.310	Fire Report Copying	40.00	.00	40.00	.00	.00	.00	40.00	0	39.00
3422.315	Fire Residential Burning Regulation	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	6,028.00
3422.330	Fire Campfire/Special Activity Permit	22.00	.00	22.00	.00	.00	.00	22.00	0	22.00
3422.335	Fire Land Clearing Fire Regulation	75.00	.00	75.00	.00	.00	.00	75.00	0	75.00
3901.100	Refunds & Reimbursements Miscellaneous	500.00	.00	500.00	76.68	.00	76.68	423.32	15	493.34
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	.00	.00	.00	.00	.00	.00	.00	+++	303.00
3902.100	Miscellaneous Revenue General	.00	.00	.00	.00	.00	.00	.00	+++	(.64)
Program 0000 - Non Program Activity Totals		\$29,657.00	\$0.00	\$29,657.00	\$892.68	\$0.00	\$27,480.68	\$2,176.32	93%	\$32,523.42
Department 35 - Fire Totals		\$29,657.00	\$0.00	\$29,657.00	\$892.68	\$0.00	\$27,480.68	\$2,176.32	93%	\$32,523.42
Department 40 - Community Development										
Program 4720 - CDD Planning										
3380.101	Local Government Revenue Fines and Citations Comm Develop	18,000.00	.00	18,000.00	20.00	.00	6,560.00	11,440.00	36	17,429.12
3400.101	CDD Planning Appeals Review	.00	.00	.00	.00	.00	(79.90)	79.90	+++	168.36
3400.104	CDD Planning Tentative Parcel Map	1,750.00	.00	1,750.00	.00	.00	.00	1,750.00	0	.00
3400.109	CDD Planning Street Address Change Review	130.00	.00	130.00	67.56	.00	67.56	62.44	52	202.66
3400.111	CDD Planning Landscape Plan	500.00	.00	500.00	.00	.00	.00	500.00	0	697.20
3400.123	CDD Planning Tree Pres/Protect Plan Review	80.00	.00	80.00	.00	.00	.00	80.00	0	160.39
3400.130	CDD Planning General Plan Amend and Rezoning	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
3400.139	CDD Planning Research on Request	160.00	.00	160.00	.00	.00	.00	160.00	0	237.89
3400.140	CDD Planning Comm Zoning Interpretation	.00	.00	.00	.00	.00	.00	.00	+++	294.42
3400.170	CDD Planning Use Permit Class A	600.00	.00	600.00	.00	.00	.00	600.00	0	.00
3400.171	CDD Planning Use Permit Class B	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
3400.173	CDD Planning Temporary Use Permit	450.00	.00	450.00	.00	.00	79.63	370.37	18	663.52
3400.174	CDD Planning Administrative Permit	2,500.00	.00	2,500.00	239.70	.00	239.70	2,260.30	10	2,692.07
3400.176	CDD Planning Home Occupation Permit	1,500.00	.00	1,500.00	217.77	.00	435.54	1,064.46	29	2,172.16
3400.177	CDD Planning Site Plan/Use Permit Mod Class A	.00	.00	.00	.00	.00	.00	.00	+++	290.00
3400.184	CDD Planning Site Plan Review Class A	560.00	.00	560.00	.00	.00	.00	560.00	0	860.70
3400.185	CDD Planning Site Plan Review Class B	860.00	.00	860.00	.00	.00	.00	860.00	0	.00
3400.186	CDD Planning Site Plan Review Class C	.00	.00	.00	.00	.00	.00	.00	+++	860.71
3400.190	CDD Planning Admin Variance-Noise Ordinance	.00	.00	.00	.00	.00	533.16	(533.16)	+++	.00
3400.200	CDD Planning Tree Felling Permit	19,000.00	.00	19,000.00	1,098.48	.00	2,602.92	16,397.08	14	22.99



Budget Performance Report

Fiscal Year to Date 08/31/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
REVENUE										
Department 40 - Community Development										
Program 4720 - CDD Planning										
3400.307	CDD Planning Design Review Application	1,250.00	.00	1,250.00	306.13	.00	765.32	484.68	61	1,301.04
3901.100	Refunds & Reimbursements Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	749.77
3902.100	Miscellaneous Revenue General	.00	.00	.00	150.00	.00	150.00	(150.00)	+++	.00
Program 4720 - CDD Planning Totals		\$50,340.00	\$0.00	\$50,340.00	\$2,099.64	\$0.00	\$11,353.93	\$38,986.07	23%	\$49,113.00
Program 4780 - CDD - Waste Management										
3182.335	Franchise Taxes Franchise Taxes	37,426.00	.00	37,426.00	.00	.00	.00	37,426.00	0	36,803.35
3340.400	State Funding - Grants Waste Mgmt	.00	.00	.00	.00	.00	.00	.00	+++	179.00
3345.200	State Revenues - Other Miscellaneous	.00	.00	.00	.00	.00	7,121.00	(7,121.00)	+++	27.00
3380.104	Local Government Revenue Fines and Citations Waste Mgmt	9,500.00	.00	9,500.00	400.00	.00	525.00	8,975.00	6	7,727.89
Program 4780 - CDD - Waste Management Totals		\$46,926.00	\$0.00	\$46,926.00	\$400.00	\$0.00	\$7,646.00	\$39,280.00	16%	\$44,737.24
Department 40 - Community Development Totals		\$97,266.00	\$0.00	\$97,266.00	\$2,499.64	\$0.00	\$18,999.93	\$78,266.07	20%	\$93,850.24
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
3402.201	PW Engineering Final Parcel Map	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
3402.202	PW Engineering Final Subdivision Map Review	.00	.00	.00	.00	.00	.00	.00	+++	220.00
3402.220	PW Engineering Land Divisn/Pvt Develop Projects	10,490.00	.00	10,490.00	.00	.00	.00	10,490.00	0	24,142.22
3402.222	PW Engineering Improvement Agreement Review	260.00	.00	260.00	.00	.00	.00	260.00	0	351.72
3402.223	PW Engineering Engineering Site Plan	350.00	.00	350.00	.00	.00	.00	350.00	0	351.72
3402.224	PW Engineering Grading Check/Inspection	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,185.92
3402.227	PW Engineering Lot Merger Review	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	3,111.99
3402.228	PW Engineering Lot Line Adjustment	1,000.00	.00	1,000.00	.00	.00	615.51	384.49	62	.00
3402.229	PW Engineering Cert of Compliance Review w/Hear	.00	.00	.00	527.58	.00	527.58	(527.58)	+++	.00
3402.230	PW Engineering Engineer Drain Plan/Calc Review	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	1,318.95
3402.232	PW Engineering Erosion Control Plan Review	900.00	.00	900.00	.00	.00	.00	900.00	0	1,231.02
3402.239	PW Engineering Hourly Fee	.00	.00	.00	.00	.00	.00	.00	+++	210.00
3402.250	PW Engineering Oversized Vehicle Regulation	500.00	.00	500.00	.00	.00	32.00	468.00	6	936.50
3402.270	PW Engineering Encroachment Permit Fees	13,000.00	.00	13,000.00	741.20	.00	1,111.80	11,888.20	9	14,457.91
Program 4740 - Public Works - Engineering Totals		\$37,000.00	\$0.00	\$37,000.00	\$1,268.78	\$0.00	\$2,286.89	\$34,713.11	6%	\$47,517.95
Program 4745 - Paradise Community Park										
3470.251	Parks & Recreation Space Rental	2,500.00	.00	2,500.00	330.00	.00	330.00	2,170.00	13	3,250.00
Program 4745 - Paradise Community Park Totals		\$2,500.00	\$0.00	\$2,500.00	\$330.00	\$0.00	\$330.00	\$2,170.00	13%	\$3,250.00
Department 45 - Public Works Totals		\$39,500.00	\$0.00	\$39,500.00	\$1,598.78	\$0.00	\$2,616.89	\$36,883.11	7%	\$50,767.95
REVENUE TOTALS		\$10,036,524.00	\$0.00	\$10,036,524.00	\$25,498.07	\$0.00	\$233,660.59	\$9,802,863.41	2%	\$10,006,239.92



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 00 - Non Department Activity										
Program 0000 - Non Program Activity										
5225	Bank Fees and Charges	9,000.00	.00	9,000.00	.00	.00	.00	9,000.00	0	8,140.56
5260	Miscellaneous	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	.00
5501	Debt Service Payment - Principal	580,547.00	.00	580,547.00	.00	.00	.00	580,547.00	0	597,611.20
5502	Debt Service Payment - Interest	309,453.00	.00	309,453.00	.00	.00	.00	309,453.00	0	267,388.80
5502.150	Debt Service Payment - Interest Interfund Loans	971.00	.00	971.00	.00	.00	.00	971.00	0	3,151.99
5502.201	Debt Service Payment - Interest Tax Anticipation Notes	25,313.00	.00	25,313.00	.00	.00	.00	25,313.00	0	25,133.33
5510.201	Bond Payments - Issuance Costs Tax Anticipation Notes	8,150.00	.00	8,150.00	.00	.00	.00	8,150.00	0	8,150.00
Program 0000 - Non Program Activity Totals		\$938,434.00	\$0.00	\$938,434.00	\$0.00	\$0.00	\$0.00	\$938,434.00	0%	\$909,575.88
Department 00 - Non Department Activity Totals		\$938,434.00	\$0.00	\$938,434.00	\$0.00	\$0.00	\$0.00	\$938,434.00	0%	\$909,575.88
Department 10 - Legislative										
Program 4000 - Town Council										
5101	Salaries - Permanent	18,000.00	.00	18,000.00	1,470.00	.00	2,940.00	15,060.00	16	17,640.00
5107	Car Allowance/Mileage	5,400.00	.00	5,400.00	450.00	.00	900.00	4,500.00	17	5,400.00
5111	Medicare	339.00	.00	339.00	28.25	.00	56.55	282.45	17	339.31
5112.102	Retirement Contribution Social Security	1,451.00	.00	1,451.00	120.90	.00	241.80	1,209.20	17	1,450.80
5113	Worker's Compensation	169.00	.00	169.00	.00	.00	40.82	128.18	24	198.02
5202.100	Operating Supplies General	150.00	.00	150.00	.00	.00	.00	150.00	0	178.25
5219.100	Printing General	100.00	.00	100.00	.00	.00	.00	100.00	0	45.90
5220.100	Employee Development General	10,915.00	.00	10,915.00	.00	.00	.00	10,915.00	0	11,614.00
5304	Furniture & Equipment	.00	.00	.00	.00	.00	932.01	(932.01)	+++	.00
Program 4000 - Town Council Totals		\$36,524.00	\$0.00	\$36,524.00	\$2,069.15	\$0.00	\$5,111.18	\$31,412.82	14%	\$36,866.28
Department 10 - Legislative Totals		\$36,524.00	\$0.00	\$36,524.00	\$2,069.15	\$0.00	\$5,111.18	\$31,412.82	14%	\$36,866.28
Department 15 - Town Clerk										
Program 4100 - Town Clerk										
5101	Salaries - Permanent	169,033.00	.00	169,033.00	19,476.54	.00	25,237.62	143,795.38	15	160,972.18
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	.00	.00	+++	107.99
5106.100	Incentives & Admin Leave Administrative Leave	8,635.00	.00	8,635.00	.00	.00	.00	8,635.00	0	8,257.52
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	90.00
5107	Car Allowance/Mileage	2,381.00	.00	2,381.00	198.00	.00	397.00	1,984.00	17	2,400.00
5111	Medicare	2,611.00	.00	2,611.00	282.12	.00	365.44	2,245.56	14	2,406.20
5112.101	Retirement Contribution PERS	21,283.00	.00	21,283.00	2,452.17	.00	3,185.18	18,097.82	15	18,556.45
5113	Worker's Compensation	1,587.00	.00	1,587.00	.00	.00	383.29	1,203.71	24	1,766.36
5114.101	Health Insurance Medical	18,141.00	.00	18,141.00	1,296.86	.00	2,596.03	15,544.97	14	15,616.21
5114.102	Health Insurance Dental	.00	.00	.00	167.60	.00	335.66	(335.66)	+++	1,962.28
5114.103	Health Insurance Vision	.00	.00	.00	24.40	.00	48.87	(48.87)	+++	291.48
5115	Unemployment Compensation	.00	.00	.00	124.54	.00	205.77	(205.77)	+++	.00



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 15 - Town Clerk										
Program 4100 - Town Clerk										
5116.101	Life and Disability Insurance Life & Disab.	1,682.00	.00	1,682.00	47.22	.00	94.59	1,587.41	6	570.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	115.68	.00	211.59	(211.59)	+++	1,035.25
5119.100	Retiree Costs Medical Insurance	19,337.00	.00	19,337.00	.00	.00	1,606.38	17,730.62	8	20,138.71
5201.100	Office Supplies General	175.00	.00	175.00	.00	.00	40.14	134.86	23	65.87
5202.100	Operating Supplies General	150.00	.00	150.00	.00	.00	.00	150.00	0	72.84
5204	Subscriptions and Code Books	60.00	.00	60.00	.00	.00	79.27	(19.27)	132	112.89
5210.100	Postage General	175.00	.00	175.00	.00	.00	.00	175.00	0	145.91
5213.100	Professional/Contract Services General	10,535.00	.00	10,535.00	1,398.00	.00	1,797.00	8,738.00	17	10,382.78
5218.100	Advertising General	2,900.00	.00	2,900.00	.00	.00	591.34	2,308.66	20	3,900.70
5221	Election-County Services	25,000.00	.00	25,000.00	.00	.00	318.99	24,681.01	1	.00
5501	Debt Service Payment - Principal	.00	.00	.00	.00	.00	.00	.00	+++	193.65
Program 4100 - Town Clerk Totals		\$283,685.00	\$0.00	\$283,685.00	\$25,583.13	\$0.00	\$37,494.16	\$246,190.84	13%	\$249,045.27
Department 15 - Town Clerk Totals		\$283,685.00	\$0.00	\$283,685.00	\$25,583.13	\$0.00	\$37,494.16	\$246,190.84	13%	\$249,045.27
Department 20 - Administrative Services										
Program 4200 - Town Manager										
5101	Salaries - Permanent	96,065.00	.00	96,065.00	10,509.29	.00	13,634.64	82,430.36	14	86,585.50
5102	Salaries - Temporary	.00	.00	.00	.00	.00	.00	.00	+++	44.96
5106.100	Incentives & Admin Leave Administrative Leave	4,736.00	.00	4,736.00	.00	.00	.00	4,736.00	0	4,336.02
5107	Car Allowance/Mileage	1,545.00	.00	1,545.00	128.00	.00	257.00	1,288.00	17	1,502.00
5111	Medicare	203.00	.00	203.00	19.79	.00	23.51	179.49	12	147.07
5112.101	Retirement Contribution PERS	11,209.00	.00	11,209.00	1,225.19	.00	1,594.24	9,614.76	14	9,418.51
5113	Worker's Compensation	902.00	.00	902.00	.00	.00	217.85	684.15	24	976.20
5114.101	Health Insurance Medical	9,088.00	.00	9,088.00	672.26	.00	1,347.08	7,740.92	15	7,752.40
5114.102	Health Insurance Dental	.00	.00	.00	77.74	.00	155.72	(155.72)	+++	851.60
5114.103	Health Insurance Vision	.00	.00	.00	3.10	.00	6.22	(6.22)	+++	35.93
5115	Unemployment Compensation	.00	.00	.00	65.65	.00	107.83	(107.83)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	759.00	.00	759.00	24.90	.00	49.95	709.05	7	283.91
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	62.00	.00	122.95	(122.95)	+++	605.60
5119.100	Retiree Costs Medical Insurance	39,401.00	.00	39,401.00	53.77	.00	3,326.88	36,074.12	8	38,845.85
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	277.73
5201.100	Office Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	81.02
5202.100	Operating Supplies General	100.00	.00	100.00	.00	.00	.00	100.00	0	46.72
5210.100	Postage General	20.00	.00	20.00	.00	.00	.00	20.00	0	13.25
5213.100	Professional/Contract Services General	.00	.00	.00	.00	.00	.00	.00	+++	77.00
5501	Debt Service Payment - Principal	.00	.00	.00	.00	.00	.00	.00	+++	193.65
Program 4200 - Town Manager Totals		\$164,128.00	\$0.00	\$164,128.00	\$12,841.69	\$0.00	\$20,843.87	\$143,284.13	13%	\$149,949.27

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4201 - Central Services										
5101	Salaries - Permanent	120,571.00	.00	120,571.00	13,776.96	.00	17,921.19	102,649.81	15	117,522.26
5106.100	Incentives & Admin Leave Administrative Leave	3,764.00	.00	3,764.00	.00	.00	.00	3,764.00	0	3,573.68
5111	Medicare	1,803.00	.00	1,803.00	199.34	.00	259.01	1,543.99	14	1,814.66
5112.101	Retirement Contribution PERS	13,177.00	.00	13,177.00	1,511.94	.00	1,965.27	11,211.73	15	12,682.11
5113	Worker's Compensation	1,132.00	.00	1,132.00	.00	.00	273.40	858.60	24	1,272.23
5114.101	Health Insurance Medical	19,176.00	.00	19,176.00	1,448.68	.00	2,897.36	16,278.64	15	14,340.20
5114.102	Health Insurance Dental	.00	.00	.00	132.28	.00	264.59	(264.59)	+++	1,399.29
5114.103	Health Insurance Vision	.00	.00	.00	12.80	.00	25.60	(25.60)	+++	106.90
5115	Unemployment Compensation	.00	.00	.00	87.99	.00	145.11	(145.11)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,284.00	.00	1,284.00	36.10	.00	72.20	1,211.80	6	433.42
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	81.82	.00	150.84	(150.84)	+++	754.15
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	2,165.65
5199.199	Other Fund Support IT-Serv from Tech Fee	(58,000.00)	.00	(58,000.00)	.00	.00	.00	(58,000.00)	0	(58,000.00)
5201.100	Office Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	2,663.07
5202.100	Operating Supplies General	15,045.00	.00	15,045.00	.00	7,033.09	2,062.12	5,949.79	60	20,183.83
5203.100	Repairs and Maint Supplies General	800.00	.00	800.00	.00	.00	455.97	344.03	57	1,796.19
5209.101	Auto Fuel Expense Town Vehicles	350.00	.00	350.00	.00	.00	.00	350.00	0	316.40
5210.100	Postage General	50.00	.00	50.00	.00	.00	.00	50.00	0	.00
5211.135	Utilities Water and Sewer	720.00	.00	720.00	.00	.00	59.21	660.79	8	705.21
5211.137	Utilities Electric and Gas	22,200.00	.00	22,200.00	.00	.00	.00	22,200.00	0	21,444.17
5212.100	Insurance General	205,165.00	.00	205,165.00	.00	.00	177,585.00	27,580.00	87	220,344.62
5213.100	Professional/Contract Services General	49,150.00	.00	49,150.00	.00	.00	.00	49,150.00	0	33,726.78
5214.100	Repair and Maint Service General	65,958.00	.00	65,958.00	.00	.00	1,025.32	64,932.68	2	63,030.19
5215.100	Rents and Leases Miscellaneous	1,419.00	.00	1,419.00	118.25	.00	236.30	1,182.70	17	1,762.50
5215.106	Rents and Leases Copiers	5,134.00	.00	5,134.00	427.85	.00	855.70	4,278.30	17	5,134.20
5216.100	Communications General Services	34,311.00	.00	34,311.00	655.36	.00	2,660.97	31,650.03	8	33,950.05
5218.100	Advertising General	100.00	.00	100.00	.00	.00	70.54	29.46	71	86.06
5219.100	Printing General	500.00	.00	500.00	.00	.00	.00	500.00	0	685.86
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	272.61
5225	Bank Fees and Charges	100.00	.00	100.00	.00	.00	.00	100.00	0	100.00
5260	Miscellaneous	25,120.00	.00	25,120.00	.00	.00	24,560.68	559.32	98	25,526.14
5303	Improvements	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	.00
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	11,187.21
5500	Bond Payments - Fiscal Agent	2,500.00	.00	2,500.00	.00	.00	293.73	2,206.27	12	2,500.00
5501	Debt Service Payment - Principal	14,072.00	.00	14,072.00	.00	.00	.00	14,072.00	0	10,241.91
Program 4201 - Central Services Totals		\$547,601.00	\$0.00	\$547,601.00	\$18,489.37	\$7,033.09	\$233,840.11	\$306,727.80	44%	21.55



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Fund 1010 - General Fund										
EXPENSE										
Department 20 - Administrative Services										
Program 4203 - HR and Risk Management										
5101	Salaries - Permanent	51,667.00	.00	51,667.00	5,771.52	.00	7,454.88	44,212.12	14	43,224.68
5106.100	Incentives & Admin Leave Administrative Leave	2,469.00	.00	2,469.00	.00	.00	.00	2,469.00	0	1,407.32
5111	Medicare	785.00	.00	785.00	76.23	.00	93.18	691.82	12	580.26
5112.101	Retirement Contribution PERS	6,505.00	.00	6,505.00	726.69	.00	941.16	5,563.84	14	4,981.34
5113	Worker's Compensation	485.00	.00	485.00	.00	.00	117.14	367.86	24	398.08
5114.101	Health Insurance Medical	15,523.00	.00	15,523.00	1,127.70	.00	2,255.40	13,267.60	15	13,532.43
5114.102	Health Insurance Dental	.00	.00	.00	146.98	.00	293.96	(293.96)	+++	1,712.22
5114.103	Health Insurance Vision	.00	.00	.00	14.22	.00	28.44	(28.44)	+++	168.96
5115	Unemployment Compensation	.00	.00	.00	33.64	.00	54.36	(54.36)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	660.00	.00	660.00	19.00	.00	38.00	622.00	6	228.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	34.28	.00	68.43	(68.43)	+++	330.41
5119.120	Retiree Costs PERS 1959 Survivor Benefits	2,100.00	.00	2,100.00	.00	.00	.00	2,100.00	0	2,097.60
5201.100	Office Supplies General	10.00	.00	10.00	.00	.00	.00	10.00	0	5.91
5202.100	Operating Supplies General	345.00	.00	345.00	.00	.00	.00	345.00	0	237.66
5210.100	Postage General	50.00	.00	50.00	.00	.00	.00	50.00	0	17.56
5213.100	Professional/Contract Services General	1,900.00	.00	1,900.00	.00	.00	.00	1,900.00	0	1,874.34
Program 4203 - HR and Risk Management Totals		\$82,499.00	\$0.00	\$82,499.00	\$7,950.26	\$0.00	\$11,344.95	\$71,154.05	14%	\$70,796.77
Program 4300 - Legal Services										
5210.100	Postage General	10.00	.00	10.00	.00	.00	.00	10.00	0	28.90
5213.100	Professional/Contract Services General	180,600.00	.00	180,600.00	13,800.00	.00	28,072.00	152,528.00	16	186,615.61
Program 4300 - Legal Services Totals		\$180,610.00	\$0.00	\$180,610.00	\$13,800.00	\$0.00	\$28,072.00	\$152,538.00	16%	\$186,644.51
Department 20 - Administrative Services Totals		\$974,838.00	\$0.00	\$974,838.00	\$53,081.32	\$7,033.09	\$294,100.93	\$673,703.98	31%	\$963,237.75
Department 25 - Finance										
Program 4400 - Finance										
5101	Salaries - Permanent	144,854.00	.00	144,854.00	16,672.51	.00	21,602.08	123,251.92	15	142,374.22
5106.100	Incentives & Admin Leave Administrative Leave	7,361.00	.00	7,361.00	.00	.00	.00	7,361.00	0	7,297.18
5107	Car Allowance/Mileage	2,025.00	.00	2,025.00	168.00	.00	342.00	1,683.00	17	2,160.00
5111	Medicare	2,236.00	.00	2,236.00	245.18	.00	320.33	1,915.67	14	2,189.43
5112.101	Retirement Contribution PERS	18,239.00	.00	18,239.00	2,099.13	.00	2,726.38	15,512.62	15	16,386.28
5113	Worker's Compensation	1,360.00	.00	1,360.00	.00	.00	328.46	1,031.54	24	1,563.32
5114.101	Health Insurance Medical	9,330.00	.00	9,330.00	724.30	.00	1,461.87	7,868.13	16	11,504.65
5114.102	Health Insurance Dental	.00	.00	.00	152.54	.00	309.92	(309.92)	+++	1,873.59
5114.103	Health Insurance Vision	.00	.00	.00	15.96	.00	32.39	(32.39)	+++	199.84
5115	Unemployment Compensation	.00	.00	.00	108.19	.00	180.69	(180.69)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	1,413.00	.00	1,413.00	39.70	.00	80.34	1,332.66	6	496.91
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	99.02	.00	178.25	(178.25)	+++	7.19



Budget Performance Report

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Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 25 - Finance										
Program 4400 - Finance										
5119.100	Retiree Costs Medical Insurance	16,362.00	.00	16,362.00	180.26	.00	1,540.52	14,821.48	9	12,527.79
5201.100	Office Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	7.83
5202.100	Operating Supplies General	200.00	.00	200.00	.00	.00	.00	200.00	0	210.26
5203.100	Repairs and Maint Supplies General	.00	.00	.00	.00	.00	.00	.00	+++	45.29
5210.100	Postage General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,416.22
5213.100	Professional/Contract Services General	660.00	.00	660.00	.00	.00	41.00	619.00	6	887.52
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	16.85
5219.100	Printing General	600.00	.00	600.00	.00	.00	.00	600.00	0	530.18
5220.100	Employee Development General	329.00	.00	329.00	.00	.00	.00	329.00	0	364.00
5501	Debt Service Payment - Principal	257.00	.00	257.00	.00	.00	.00	257.00	0	.00
Program 4400 - Finance Totals		\$206,726.00	\$0.00	\$206,726.00	\$20,504.79	\$0.00	\$29,144.23	\$177,581.77	14%	\$202,948.55
Program 5005 - Rental Properties										
5211.175	Utilities Rental Properties	2,100.00	.00	2,100.00	.00	.00	.00	2,100.00	0	1,955.72
Program 5005 - Rental Properties Totals		\$2,100.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00	0%	\$1,955.72
Department 25 - Finance Totals		\$208,826.00	\$0.00	\$208,826.00	\$20,504.79	\$0.00	\$29,144.23	\$179,681.77	14%	\$204,904.27
Department 30 - Police										
Program 4510 - Police Administration										
5101	Salaries - Permanent	285,319.00	.00	285,319.00	38,134.32	.00	49,201.51	236,117.49	17	312,092.73
5102	Salaries - Temporary	39,946.00	.00	39,946.00	.00	.00	.00	39,946.00	0	.00
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	.00	.00	+++	632.53
5104	Wages - PS Holiday Pay	12,396.00	.00	12,396.00	1,655.64	.00	2,219.40	10,176.60	18	13,815.54
5106.100	Incentives & Admin Leave Administrative Leave	13,259.00	.00	13,259.00	.00	.00	.00	13,259.00	0	22,304.40
5106.101	Incentives & Admin Leave School Incentive	7,050.00	.00	7,050.00	675.00	.00	1,350.00	5,700.00	19	8,100.00
5109.100	Allowances Uniform Allowance	1,895.00	.00	1,895.00	196.66	.00	393.32	1,501.68	21	2,359.92
5111	Medicare	5,576.00	.00	5,576.00	583.71	.00	759.11	4,816.89	14	5,162.07
5112.101	Retirement Contribution PERS	83,693.00	.00	83,693.00	11,240.91	.00	14,734.35	68,958.65	18	86,829.76
5113	Worker's Compensation	26,147.00	.00	26,147.00	.00	.00	6,314.94	19,832.06	24	49,885.92
5114.101	Health Insurance Medical	39,350.00	.00	39,350.00	3,122.88	.00	6,246.04	33,103.96	16	35,135.08
5114.102	Health Insurance Dental	.00	.00	.00	252.66	.00	505.32	(505.32)	+++	2,943.42
5114.103	Health Insurance Vision	.00	.00	.00	34.86	.00	69.72	(69.72)	+++	414.02
5115	Unemployment Compensation	.00	.00	.00	257.63	.00	490.22	(490.22)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	2,628.00	.00	2,628.00	78.86	.00	157.72	2,470.28	6	946.32
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	226.50	.00	400.63	(400.63)	+++	1,890.97
5119.100	Retiree Costs Medical Insurance	52,077.00	.00	52,077.00	592.07	.00	4,923.93	47,153.07	9	52,564.95
5119.120	Retiree Costs PERS 1959 Survivor Benefits	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	1,104.00
5122	Accrual Bank Payoff	24,700.00	.00	24,700.00	.00	.00	.00	24,700.00	0	.00



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4510 - Police Administration										
5201.100	Office Supplies General	2,862.00	.00	2,862.00	.00	234.77	691.18	1,936.05	32	2,431.01
5202.100	Operating Supplies General	7,176.00	.00	7,176.00	.00	132.25	116.70	6,927.05	3	5,095.67
5203.100	Repairs and Maint Supplies General	2,070.00	.00	2,070.00	.00	.00	245.76	1,824.24	12	2,051.27
5204	Subscriptions and Code Books	85.00	.00	85.00	.00	.00	.00	85.00	0	43.22
5210.100	Postage General	2,200.00	.00	2,200.00	.00	11.41	9.80	2,178.79	1	2,092.93
5211.135	Utilities Water and Sewer	800.00	.00	800.00	.00	.00	.00	800.00	0	837.72
5211.137	Utilities Electric and Gas	25,000.00	.00	25,000.00	.00	.00	.00	25,000.00	0	24,854.89
5211.139	Utilities Propane	2,100.00	.00	2,100.00	.00	.00	44.30	2,055.70	2	1,845.96
5213.100	Professional/Contract Services General	34,308.00	.00	34,308.00	.00	299.80	5,794.70	28,213.50	18	26,555.42
5214.100	Repair and Maint Service General	36,454.00	.00	36,454.00	2,568.17	(1,427.41)	4,752.50	33,128.91	9	30,785.34
5215.100	Rents and Leases Miscellaneous	417.00	.00	417.00	.00	.00	103.86	313.14	25	614.17
5215.106	Rents and Leases Copiers	.00	.00	.00	.00	.00	.00	.00	+++	1,447.00
5216.100	Communications General Services	6,400.00	.00	6,400.00	.00	.00	431.96	5,968.04	7	5,606.53
5218.100	Advertising General	110.00	.00	110.00	.00	.00	.00	110.00	0	.00
5219.100	Printing General	1,700.00	.00	1,700.00	.00	.00	1,213.37	486.63	71	1,495.76
5220.100	Employee Development General	1,080.00	.00	1,080.00	.00	.00	848.00	232.00	79	692.00
5223.105	Meals and Refreshments Emergencies and Meetings	500.00	.00	500.00	.00	.00	.00	500.00	0	284.56
5225	Bank Fees and Charges	1,400.00	.00	1,400.00	.00	.00	.00	1,400.00	0	972.75
5501	Debt Service Payment - Principal	3,631.00	.00	3,631.00	302.56	.00	605.12	3,025.88	17	4,790.62
Program 4510 - Police Administration Totals		\$723,529.00	\$0.00	\$723,529.00	\$59,922.43	(\$749.18)	\$102,623.46	\$621,654.72	14%	\$708,678.45
Program 4520 - Police Operations										
5101	Salaries - Permanent	1,084,654.00	.00	1,084,654.00	109,374.07	.00	143,194.89	941,459.11	13	969,875.81
5102	Salaries - Temporary	.00	.00	.00	.00	.00	.00	.00	+++	1,807.20
5103.102	Differential Pay Out of Class	.00	.00	.00	460.18	.00	561.63	(561.63)	+++	2,204.51
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	3,878.79	.00	4,918.92	(4,918.92)	+++	29,729.31
5103.108	Differential Pay Canine Maintenance	.00	.00	.00	335.88	.00	439.80	(439.80)	+++	2,919.00
5104	Wages - PS Holiday Pay	52,551.00	.00	52,551.00	5,485.54	.00	9,212.50	43,338.50	18	.00
5105	Salaries - Overtime/FLSA	220,000.00	.00	220,000.00	31,535.60	.00	40,957.56	179,042.44	19	237,465.24
5106.101	Incentives & Admin Leave School Incentive	42,580.00	.00	42,580.00	3,833.62	.00	7,662.74	34,917.26	18	47,142.60
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	643.80	.00	831.57	(831.57)	+++	5,541.43
5106.200	Incentives & Admin Leave Gym Reimbursement	1,000.00	.00	1,000.00	.00	.00	180.00	820.00	18	720.00
5109.100	Allowances Uniform Allowance	17,035.00	.00	17,035.00	1,350.58	.00	2,647.42	14,387.58	16	1,508.45
5111	Medicare	20,668.00	.00	20,668.00	2,113.96	.00	2,823.38	17,844.62	14	17,943.57
5112.101	Retirement Contribution PERS	299,862.00	.00	299,862.00	33,097.43	.00	44,726.44	255,135.56	15	268,165.53
5113	Worker's Compensation	104,539.00	.00	104,539.00	.00	.00	25,247.91	79,291.09	24	127,896.39
5114.101	Health Insurance Medical	271,809.00	.00	271,809.00	18,974.72	.00	37,315.33	234,493.67	14	223,092.75
5114.102	Health Insurance Dental	.00	.00	.00	1,784.12	.00	3,793.44	(3,793.44)	+++	5.90



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4520 - Police Operations										
5114.103	Health Insurance Vision	.00	.00	.00	170.24	.00	365.02	(365.02)	+++	2,232.18
5115	Unemployment Compensation	5,000.00	.00	5,000.00	981.86	.00	1,632.28	3,367.72	33	.00
5116.101	Life and Disability Insurance Life & Disab.	12,790.00	.00	12,790.00	304.00	.00	627.00	12,163.00	5	3,933.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	623.42	.00	1,286.40	(1,286.40)	+++	7,281.80
5119.100	Retiree Costs Medical Insurance	129,644.00	.00	129,644.00	.00	.00	9,570.37	120,073.63	7	108,633.14
5122	Accrual Bank Payoff	7,557.00	.00	7,557.00	.00	.00	.00	7,557.00	0	6,100.88
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(135,724.00)	.00	(135,724.00)	.00	.00	.00	(135,724.00)	0	(100,841.96)
5202.100	Operating Supplies General	9,350.00	.00	9,350.00	.00	(951.32)	.00	10,301.32	-10	10,137.29
5204	Subscriptions and Code Books	.00	.00	.00	.00	.00	.00	.00	+++	275.74
5209.101	Auto Fuel Expense Town Vehicles	68,000.00	.00	68,000.00	.00	5.00	8,063.98	59,931.02	12	66,372.79
5213.100	Professional/Contract Services General	9,900.00	.00	9,900.00	.00	80.50	404.04	9,415.46	5	7,545.66
5216.100	Communications General Services	6,900.00	.00	6,900.00	.00	.00	570.15	6,329.85	8	6,841.80
5218.100	Advertising General	500.00	.00	500.00	7.96	.00	7.96	492.04	2	272.13
5220.100	Employee Development General	11,150.00	.00	11,150.00	.00	.00	.00	11,150.00	0	11,024.01
5220.110	Employee Development Education Reimb MOU	550.00	.00	550.00	.00	.00	.00	550.00	0	1,100.00
Program										
5501	Debt Service Payment - Principal	.00	.00	.00	.00	.00	.00	.00	+++	193.30
Program 4520 - Police Operations Totals		\$2,240,315.00	\$0.00	\$2,240,315.00	\$214,955.77	(\$865.82)	\$347,040.73	\$1,894,140.09	15%	\$2,089,999.45
Program 4530 - Public Safety Communications										
5101	Salaries - Permanent	298,609.00	.00	298,609.00	24,826.77	.00	32,345.46	266,263.54	11	243,460.12
5102	Salaries - Temporary	75,158.00	.00	75,158.00	9,028.02	.00	12,500.34	62,657.66	17	63,946.26
5103.102	Differential Pay Out of Class	.00	.00	.00	559.64	.00	750.43	(750.43)	+++	2,486.12
5103.105	Differential Pay Swing/Graveyard Shift	.00	.00	.00	814.12	.00	1,078.00	(1,078.00)	+++	10,377.35
5104	Wages - PS Holiday Pay	12,576.00	.00	12,576.00	1,110.26	.00	1,835.78	10,740.22	15	.00
5105	Salaries - Overtime/FLSA	75,000.00	.00	75,000.00	5,620.30	.00	7,490.87	67,509.13	10	76,208.64
5106.101	Incentives & Admin Leave School Incentive	8,739.00	.00	8,739.00	843.20	.00	1,395.50	7,343.50	16	9,066.92
5106.200	Incentives & Admin Leave Gym Reimbursement	.00	.00	.00	.00	.00	.00	.00	+++	90.00
5109.100	Allowances Uniform Allowance	5,058.00	.00	5,058.00	341.04	.00	682.08	4,375.92	13	2,162.55
5111	Medicare	6,882.00	.00	6,882.00	620.82	.00	832.62	6,049.38	12	6,094.15
5112.101	Retirement Contribution PERS	31,210.00	.00	31,210.00	2,853.99	.00	3,786.02	27,423.98	12	28,019.76
5113	Worker's Compensation	19,144.00	.00	19,144.00	.00	.00	4,623.60	14,520.40	24	22,574.48
5114.101	Health Insurance Medical	82,900.00	.00	82,900.00	4,699.04	.00	9,398.54	73,501.46	11	75,144.86
5114.102	Health Insurance Dental	.00	.00	.00	444.56	.00	889.12	(889.12)	+++	7,287.31
5114.103	Health Insurance Vision	.00	.00	.00	38.20	.00	76.40	(76.40)	+++	679.48
5115	Unemployment Compensation	3,000.00	.00	3,000.00	274.03	.00	452.78	2,547.22	15	.00
5116.101	Life and Disability Insurance Life & Disab.	3,997.00	.00	3,997.00	103.56	.00	207.12	3,789.88	5	1,261.72



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4530 - Public Safety Communications										
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	146.57	.00	294.24	(294.24)	+++	1,917.45
5119.100	Retiree Costs Medical Insurance	73,232.00	.00	73,232.00	129.85	.00	5,928.78	67,303.22	8	54,780.83
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	23,275.77
5199.130	Other Payroll Expenses Interfund Payroll Transfers	(50,000.00)	.00	(50,000.00)	.00	.00	.00	(50,000.00)	0	(50,000.00)
5202.100	Operating Supplies General	1,400.00	.00	1,400.00	.00	.00	.00	1,400.00	0	2,413.28
5204	Subscriptions and Code Books	150.00	.00	150.00	.00	.00	144.00	6.00	96	144.00
5213.100	Professional/Contract Services General	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	8,247.29
5214.100	Repair and Maint Service General	33,564.00	.00	33,564.00	.00	.00	.00	33,564.00	0	33,559.75
5216.100	Communications General Services	24,000.00	.00	24,000.00	128.50	.00	1,795.60	22,204.40	7	23,653.83
5218.100	Advertising General	110.00	.00	110.00	6.13	.00	6.13	103.87	6	173.46
5220.100	Employee Development General	1,480.00	.00	1,480.00	.00	18.68	543.50	917.82	38	28.75
5304	Furniture & Equipment	970.00	.00	970.00	.00	.00	.00	970.00	0	.00
5501	Debt Service Payment - Principal	66,640.00	.00	66,640.00	30,051.44	.00	30,519.58	36,120.42	46	64,784.28
Program 4530 - Public Safety Communications Totals		\$779,819.00	\$0.00	\$779,819.00	\$82,640.04	\$18.68	\$117,576.49	\$662,223.83	15%	\$711,838.41
Program 4550 - Fleet Management										
5101	Salaries - Permanent	70,907.00	.00	70,907.00	8,181.62	.00	10,567.93	60,339.07	15	64,492.71
5106.100	Incentives & Admin Leave Administrative Leave	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,714.80
5109.100	Allowances Uniform Allowance	500.00	.00	500.00	41.66	.00	83.32	416.68	17	499.92
5109.102	Allowances Tool Allowance	1,000.00	.00	1,000.00	.00	.00	1,000.00	.00	100	1,000.00
5111	Medicare	1,093.00	.00	1,093.00	107.41	.00	145.28	947.72	13	852.20
5112.101	Retirement Contribution PERS	8,928.00	.00	8,928.00	1,035.40	.00	1,344.28	7,583.72	15	7,487.87
5113	Worker's Compensation	2,505.00	.00	2,505.00	.00	.00	605.00	1,900.00	24	2,814.56
5114.101	Health Insurance Medical	15,523.00	.00	15,523.00	1,127.70	.00	2,255.59	13,267.41	15	13,534.78
5114.102	Health Insurance Dental	.00	.00	.00	146.98	.00	293.96	(293.96)	+++	1,712.16
5114.103	Health Insurance Vision	.00	.00	.00	14.22	.00	28.44	(28.44)	+++	168.94
5115	Unemployment Compensation	.00	.00	.00	47.40	.00	81.99	(81.99)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	811.00	.00	811.00	19.00	.00	38.00	773.00	5	228.00
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	48.58	.00	97.13	(97.13)	+++	493.14
5119.100	Retiree Costs Medical Insurance	7,306.00	.00	7,306.00	.00	.00	598.45	6,707.55	8	6,810.53
5202.100	Operating Supplies General	200.00	.00	200.00	.00	.00	54.43	145.57	27	220.33
5203.100	Repairs and Maint Supplies General	40,200.00	.00	40,200.00	334.59	.00	3,785.77	36,414.23	9	51,383.70
5209.101	Auto Fuel Expense Town Vehicles	850.00	.00	850.00	.00	.00	139.18	710.82	16	1,063.29
5210.100	Postage General	50.00	.00	50.00	.00	.00	.00	50.00	0	31.17
5213.100	Professional/Contract Services General	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,773.00
5214.100	Repair and Maint Service General	24,800.00	.00	24,800.00	104.00	12,000.00	1,328.00	11,472.00	54	20,808.99
5216.100	Communications General Services	900.00	.00	900.00	.00	.00	.00	900.00	0	98.66



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 30 - Police										
Program 4550 - Fleet Management										
5218.100	Advertising General	.00	.00	.00	.00	.00	.00	.00	+++	161.58
5220.100	Employee Development General	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
5303	Improvements	750.00	.00	750.00	.00	.00	.00	750.00	0	918.00
5501	Debt Service Payment - Principal	4,172.00	.00	4,172.00	2,086.01	.00	2,086.01	2,085.99	50	4,365.67
Program 4550 - Fleet Management Totals		\$187,995.00	\$0.00	\$187,995.00	\$13,294.57	\$12,000.00	\$24,532.76	\$151,462.24	19%	\$185,334.00
Department 30 - Police Totals		\$3,931,658.00	\$0.00	\$3,931,658.00	\$370,812.81	\$10,403.68	\$591,773.44	\$3,329,480.88	15%	\$3,695,850.31
Department 35 - Fire										
Program 0000 - Non Program Activity										
5280.100	Bad Debt Write Off Expense	.00	.00	.00	.00	.00	.00	.00	+++	222.06
Program 0000 - Non Program Activity Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$222.06
Program 4610 - Fire - Administrative										
5101	Salaries - Permanent	35,190.00	.00	35,190.00	2,728.80	.00	3,524.70	31,665.30	10	22,590.22
5102	Salaries - Temporary	.00	.00	.00	1,331.64	.00	1,775.52	(1,775.52)	+++	11,540.88
5106.200	Incentives & Admin Leave Gym Reimbursement	90.00	.00	90.00	.00	.00	.00	90.00	0	90.00
5111	Medicare	510.00	.00	510.00	62.65	.00	84.41	425.59	17	541.49
5112.101	Retirement Contribution PERS	3,693.00	.00	3,693.00	343.59	.00	444.99	3,248.01	12	2,602.27
5112.102	Retirement Contribution Social Security	.00	.00	.00	82.56	.00	110.08	(110.08)	+++	715.53
5113	Worker's Compensation	630.00	.00	630.00	.00	.00	152.16	477.84	24	754.16
5114.101	Health Insurance Medical	3,123.00	.00	3,123.00	260.24	.00	520.48	2,602.52	17	3,122.88
5115	Unemployment Compensation	.00	.00	.00	27.66	.00	46.35	(46.35)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	334.00	.00	334.00	11.40	.00	22.80	311.20	7	136.80
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	16.22	.00	32.43	(32.43)	+++	169.31
5119.100	Retiree Costs Medical Insurance	60,131.00	.00	60,131.00	318.55	.00	5,058.81	55,072.19	8	58,852.11
5201.100	Office Supplies General	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	1,078.44
5202.100	Operating Supplies General	3,180.00	.00	3,180.00	.00	.00	.00	3,180.00	0	1,374.04
5203.100	Repairs and Maint Supplies General	3,000.00	.00	3,000.00	.00	.00	599.35	2,400.65	20	4,398.99
5204	Subscriptions and Code Books	.00	.00	.00	.00	.00	.00	.00	+++	1,165.50
5210.100	Postage General	345.00	.00	345.00	.00	.00	.00	345.00	0	342.66
5211.135	Utilities Water and Sewer	2,784.00	.00	2,784.00	.00	.00	25.45	2,758.55	1	2,580.94
5211.137	Utilities Electric and Gas	19,200.00	.00	19,200.00	.00	.00	123.60	19,076.40	1	18,744.73
5211.139	Utilities Propane	505.00	.00	505.00	39.31	.00	106.06	398.94	21	464.79
5213.100	Professional/Contract Services General	5,010.00	.00	5,010.00	.00	.00	.00	5,010.00	0	5,438.18
5214.100	Repair and Maint Service General	15,004.00	.00	15,004.00	357.00	.00	1,003.00	14,001.00	7	11,366.78
5215.106	Rents and Leases Copiers	6,876.00	.00	6,876.00	603.73	.00	1,175.76	5,700.24	17	6,857.11
5216.100	Communications General Services	11,760.00	.00	11,760.00	519.31	.00	1,431.63	10,328.37	12	11,519.03
5219.100	Printing General	300.00	.00	300.00	.00	.00	.00	300.00	0	99.46



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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 35 - Fire										
Program 4610 - Fire - Administrative										
5303	Improvements	1,500.00	.00	1,500.00	12.93	600.00	12.93	887.07	41	840.20
5304	Furniture & Equipment	.00	.00	.00	.00	.00	.00	.00	+++	4,182.47
5501	Debt Service Payment - Principal	1,370.00	.00	1,370.00	.00	.00	.00	1,370.00	0	386.30
Program 4610 - Fire - Administrative Totals		\$175,535.00	\$0.00	\$175,535.00	\$6,715.59	\$600.00	\$16,250.51	\$158,684.49	10%	\$172,015.27
Program 4615 - Fire - EOC										
5202.100	Operating Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	16.49
5213.100	Professional/Contract Services General	120.00	.00	120.00	.00	.00	.00	120.00	0	.00
5214.100	Repair and Maint Service General	5,260.00	.00	5,260.00	.00	.00	.00	5,260.00	0	6,098.00
5216.100	Communications General Services	4,037.00	.00	4,037.00	116.99	.00	451.04	3,585.96	11	3,761.75
Program 4615 - Fire - EOC Totals		\$9,467.00	\$0.00	\$9,467.00	\$116.99	\$0.00	\$451.04	\$9,015.96	5%	\$9,876.24
Program 4630 - Fire - Suppression										
5101	Salaries - Permanent	.00	.00	.00	.00	.00	.00	.00	+++	90.86
5104	Wages - PS Holiday Pay	.00	.00	.00	.00	.00	.00	.00	+++	1,855.82
5106.102	Incentives & Admin Leave Emergency Medical Tech	.00	.00	.00	.00	.00	.00	.00	+++	45.00
5106.103	Incentives & Admin Leave Team Pay	.00	.00	.00	.00	.00	.00	.00	+++	18.40
5109.100	Allowances Uniform Allowance	.00	.00	.00	.00	.00	.00	.00	+++	127.34
5111	Medicare	.00	.00	.00	.00	.00	.00	.00	+++	30.77
5112.101	Retirement Contribution PERS	.00	.00	.00	.00	.00	.00	.00	+++	151.49
5114.101	Health Insurance Medical	.00	.00	.00	.00	.00	.00	.00	+++	1,009.15
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	.00	.00	+++	(12.00)
5119.100	Retiree Costs Medical Insurance	196,967.00	.00	196,967.00	.00	.00	16,541.11	180,425.89	8	198,084.91
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	15.22
5202.100	Operating Supplies General	23,012.00	.00	23,012.00	1,321.44	(1,447.63)	2,764.97	21,694.66	6	11,520.34
5203.100	Repairs and Maint Supplies General	8,030.00	.00	8,030.00	.00	.00	85.66	7,944.34	1	1,008.99
5209.101	Auto Fuel Expense Town Vehicles	29,400.00	.00	29,400.00	.00	.00	3,620.19	25,779.81	12	27,455.24
5213.100	Professional/Contract Services General	2,816,437.00	.00	2,816,437.00	.00	.00	876.93	2,815,560.07	0	2,589,561.71
5214.100	Repair and Maint Service General	16,300.00	.00	16,300.00	.00	.00	.00	16,300.00	0	8,579.66
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	188.16
5269.135	Emergency Incident Costs Fire Related	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	923.76
5304	Furniture & Equipment	36,852.00	.00	36,852.00	9,346.01	.00	9,346.01	27,505.99	25	11,322.84
5501	Debt Service Payment - Principal	114,265.00	.00	114,265.00	.00	.00	68,737.70	45,527.30	60	133,895.33
Program 4630 - Fire - Suppression Totals		\$3,243,263.00	\$0.00	\$3,243,263.00	\$10,667.45	(\$1,447.63)	\$101,972.57	\$3,142,738.06	3%	\$2,985,872.99
Program 4640 - Fire - Volunteer Program										
5118	Volunteer Benefits	12,391.00	.00	12,391.00	.00	.00	489.48	11,901.52	4	13,117.47
5202.100	Operating Supplies General	4,740.00	.00	4,740.00	232.04	.00	232.04	4,507.96	5	1,141.97
5213.100	Professional/Contract Services General	12,100.00	.00	12,100.00	.00	.00	.00	12,100.00	0	6.00



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Fund 1010 - General Fund										
EXPENSE										
Department 35 - Fire										
Program 4640 - Fire - Volunteer Program										
5220.100	Employee Development General	1,010.00	.00	1,010.00	.00	.00	.00	1,010.00	0	.00
Program 4640 - Fire - Volunteer Program Totals		\$30,241.00	\$0.00	\$30,241.00	\$232.04	\$0.00	\$721.52	\$29,519.48	2%	\$19,315.44
Department 35 - Fire Totals		\$3,458,506.00	\$0.00	\$3,458,506.00	\$17,732.07	(\$847.63)	\$119,395.64	\$3,339,957.99	3%	\$3,187,302.00
Department 40 - Community Development										
Program 4720 - CDD Planning										
5101	Salaries - Permanent	74,256.00	.00	74,256.00	11,025.78	.00	14,282.10	59,973.90	19	88,144.50
5106.100	Incentives & Admin Leave Administrative Leave	1,472.00	.00	1,472.00	.00	.00	.00	1,472.00	0	2,510.36
5106.200	Incentives & Admin Leave Gym Reimbursement	58.00	.00	58.00	.00	.00	.00	58.00	0	108.00
5107	Car Allowance/Mileage	600.00	.00	600.00	94.00	.00	188.00	412.00	31	1,128.00
5111	Medicare	1,107.00	.00	1,107.00	152.18	.00	191.29	915.71	17	1,231.45
5112.101	Retirement Contribution PERS	6,795.00	.00	6,795.00	1,101.66	.00	1,429.82	5,365.18	21	8,022.85
5113	Worker's Compensation	1,742.00	.00	1,742.00	.00	.00	420.72	1,321.28	24	2,215.44
5114.101	Health Insurance Medical	10,929.00	.00	10,929.00	1,059.00	.00	2,187.19	8,741.81	20	13,561.03
5114.102	Health Insurance Dental	.00	.00	.00	116.74	.00	243.11	(243.11)	+++	1,478.27
5114.103	Health Insurance Vision	.00	.00	.00	12.70	.00	26.20	(26.20)	+++	164.28
5115	Unemployment Compensation	.00	.00	.00	67.16	.00	110.71	(110.71)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	867.00	.00	867.00	33.54	.00	68.64	798.36	8	400.32
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	65.46	.00	114.53	(114.53)	+++	471.99
5119.100	Retiree Costs Medical Insurance	15,681.00	.00	15,681.00	.00	.00	1,199.42	14,481.58	8	17,195.63
5122	Accrual Bank Payoff	.00	.00	.00	.00	.00	.00	.00	+++	692.29
5201.100	Office Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	103.54
5202.100	Operating Supplies General	250.00	.00	250.00	.00	.00	.00	250.00	0	312.19
5209.101	Auto Fuel Expense Town Vehicles	800.00	.00	800.00	.00	.00	149.39	650.61	19	708.02
5210.100	Postage General	600.00	.00	600.00	.00	.00	.00	600.00	0	599.69
5213.100	Professional/Contract Services General	500.00	.00	500.00	.00	.00	.00	500.00	0	30,233.63
5214.100	Repair and Maint Service General	7,125.00	.00	7,125.00	.00	.00	7,124.44	.56	100	8,067.59
5218.100	Advertising General	900.00	.00	900.00	.00	.00	.00	900.00	0	1,280.75
5219.100	Printing General	.00	.00	.00	.00	.00	.00	.00	+++	53.54
5220.100	Employee Development General	.00	.00	.00	.00	.00	.00	.00	+++	225.00
5501	Debt Service Payment - Principal	.00	.00	.00	.00	.00	.00	.00	+++	579.95
Program 4720 - CDD Planning Totals		\$123,732.00	\$0.00	\$123,732.00	\$13,728.22	\$0.00	\$27,735.56	\$95,996.44	22%	\$179,488.31
Program 4780 - CDD - Waste Management										
5101	Salaries - Permanent	30,567.00	.00	30,567.00	2,937.93	.00	3,807.80	26,759.20	12	21,722.55
5106.100	Incentives & Admin Leave Administrative Leave	1,001.00	.00	1,001.00	.00	.00	.00	1,001.00	0	640.94
5106.200	Incentives & Admin Leave Gym Reimbursement	90.00	.00	90.00	.00	.00	.00	90.00	0	79.20
5107	Car Allowance/Mileage	408.00	.00	408.00	24.00	.00	48.00	360.00	12	88.00



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Fund 1010 - General Fund										
EXPENSE										
Department 40 - Community Development										
Program 4780 - CDD - Waste Management										
5111	Medicare	464.00	.00	464.00	40.10	.00	50.31	413.69	11	301.87
5112.101	Retirement Contribution PERS	3,849.00	.00	3,849.00	369.80	.00	480.34	3,368.66	12	2,507.70
5113	Worker's Compensation	287.00	.00	287.00	.00	.00	69.32	217.68	24	238.04
5114.101	Health Insurance Medical	5,551.00	.00	5,551.00	352.09	.00	690.00	4,861.00	12	3,913.66
5114.102	Health Insurance Dental	.00	.00	.00	37.98	.00	74.43	(74.43)	+++	412.68
5114.103	Health Insurance Vision	.00	.00	.00	4.28	.00	8.40	(8.40)	+++	47.24
5115	Unemployment Compensation	.00	.00	.00	17.70	.00	28.15	(28.15)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	316.00	.00	316.00	8.17	.00	16.03	299.97	5	91.20
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	17.45	.00	33.48	(33.48)	+++	157.28
5211.135	Utilities Water and Sewer	2,300.00	.00	2,300.00	.00	.00	172.82	2,127.18	8	2,132.85
Program 4780 - CDD - Waste Management Totals		\$44,833.00	\$0.00	\$44,833.00	\$3,809.50	\$0.00	\$5,479.08	\$39,353.92	12%	\$32,533.21
Department 40 - Community Development Totals		\$168,565.00	\$0.00	\$168,565.00	\$17,537.72	\$0.00	\$33,214.64	\$135,350.36	20%	\$212,021.52
Department 45 - Public Works										
Program 4740 - Public Works - Engineering										
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	.00	.00	.00	.00	+++	(2.83)
5119.100	Retiree Costs Medical Insurance	11,070.00	.00	11,070.00	.00	.00	.00	11,070.00	0	8,789.05
5210.100	Postage General	100.00	.00	100.00	.00	.00	.00	100.00	0	93.65
5213.100	Professional/Contract Services General	2,500.00	.00	2,500.00	.00	.00	350.00	2,150.00	14	2,433.00
5214.100	Repair and Maint Service General	4,021.00	.00	4,021.00	973.79	.00	3,744.41	276.59	93	5,600.57
5220.100	Employee Development General	125.00	.00	125.00	.00	.00	.00	125.00	0	240.00
5501	Debt Service Payment - Principal	.00	.00	.00	.00	.00	.00	.00	+++	193.00
Program 4740 - Public Works - Engineering Totals		\$17,816.00	\$0.00	\$17,816.00	\$973.79	\$0.00	\$4,094.41	\$13,721.59	23%	\$17,346.44
Program 4745 - Paradise Community Park										
5202.100	Operating Supplies General	2,800.00	.00	2,800.00	.00	.00	2.14	2,797.86	0	1,799.59
5203.100	Repairs and Maint Supplies General	1,650.00	.00	1,650.00	.00	.00	24.71	1,625.29	1	614.68
5211.135	Utilities Water and Sewer	2,600.00	.00	2,600.00	.00	.00	.00	2,600.00	0	2,903.10
5211.137	Utilities Electric and Gas	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	3,530.99
5214.100	Repair and Maint Service General	1,140.00	.00	1,140.00	80.00	.00	80.00	1,060.00	7	268.15
5216.100	Communications General Services	190.00	.00	190.00	.00	.00	16.36	173.64	9	192.89
5304	Furniture & Equipment	900.00	.00	900.00	.00	.00	.00	900.00	0	.00
Program 4745 - Paradise Community Park Totals		\$12,280.00	\$0.00	\$12,280.00	\$80.00	\$0.00	\$123.21	\$12,156.79	1%	\$9,309.40
Program 4747 - Public Facilities										
5203.100	Repairs and Maint Supplies General	352.00	.00	352.00	.00	.00	.00	352.00	0	123.79
5211.135	Utilities Water and Sewer	4,300.00	.00	4,300.00	.00	.00	430.69	3,869.31	10	4,586.50
5214.100	Repair and Maint Service General	740.00	.00	740.00	200.00	.00	200.00	540.00	27	270.07
Program 4747 - Public Facilities Totals		\$5,392.00	\$0.00	\$5,392.00	\$200.00	\$0.00	\$630.69	\$4,761.31	12%	\$0.36

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 1010 - General Fund										
EXPENSE										
Department 45 - Public Works Totals		\$35,488.00	\$0.00	\$35,488.00	\$1,253.79	\$0.00	\$4,848.31	\$30,639.69	14%	\$31,636.20
EXPENSE TOTALS		\$10,036,524.00	\$0.00	\$10,036,524.00	\$508,574.78	\$16,589.14	\$1,115,082.53	\$8,904,852.33	11%	\$9,490,439.48
Fund 1010 - General Fund Totals										
REVENUE TOTALS		10,036,524.00	.00	10,036,524.00	25,498.07	.00	233,660.59	9,802,863.41	2	10,006,239.92
EXPENSE TOTALS		10,036,524.00	.00	10,036,524.00	508,574.78	16,589.14	1,115,082.53	8,904,852.33	11	9,490,439.48
Fund 1010 - General Fund Totals		\$0.00	\$0.00	\$0.00	(\$483,076.71)	(\$16,589.14)	(\$881,421.94)	\$898,011.08		\$515,800.44
Fund 2120 - State Gas Tax										
REVENUE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
3355.001	State Gas Tax Section 2106	104,450.00	.00	104,450.00	.00	.00	.00	104,450.00	0	108,589.18
3355.002	State Gas Tax Section 2107	189,751.00	.00	189,751.00	.00	.00	.00	189,751.00	0	196,079.86
3355.003	State Gas Tax Section 2107.5	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	6,000.00
3355.005	State Gas Tax Section 2105	128,047.00	.00	128,047.00	.00	.00	.00	128,047.00	0	180,118.22
3355.006	State Gas Tax RSTP Regional Surface Trans Prog	300,000.00	.00	300,000.00	.00	.00	.00	300,000.00	0	299,313.71
3355.007	State Gas Tax Section 2103	278,629.00	.00	278,629.00	.00	.00	.00	278,629.00	0	368,961.86
3410.150	Administrative Services Late Fees	150.00	.00	150.00	.00	.00	4.54	145.46	3	172.28
3901.100	Refunds & Reimbursements Miscellaneous	.00	.00	.00	.00	.00	.00	.00	+++	5,284.44
3901.140	Refunds & Reimbursements Negligence Cost Recovery Fees	5,000.00	.00	5,000.00	.00	.00	462.77	4,537.23	9	4,187.32
3902.100	Miscellaneous Revenue General	500.00	.00	500.00	.00	.00	.00	500.00	0	32,607.62
3910.112	Transfers In From Federal CMAQ Fund	.00	.00	.00	.00	.00	.00	.00	+++	50,061.09
3910.132	Transfers In From HSIP Grant	76,050.00	.00	76,050.00	.00	.00	.00	76,050.00	0	43,744.76
3910.900	Transfers In From Transit Fund	.00	.00	.00	.00	.00	.00	.00	+++	6,289.73
Program 4750 - Public Works - Streets Maint. Totals		\$1,088,577.00	\$0.00	\$1,088,577.00	\$0.00	\$0.00	\$467.31	\$1,088,109.69	0%	\$1,301,410.07
Program 4755 - Public Works - Maint. Projects										
Cost Center Activity 471 - Overlay										
3901.100	Refunds & Reimbursements Miscellaneous	40,241.00	.00	40,241.00	.00	.00	.00	40,241.00	0	.00
Cost Center Activity 471 - Overlay Totals		\$40,241.00	\$0.00	\$40,241.00	\$0.00	\$0.00	\$0.00	\$40,241.00	0%	\$0.00
Program 4755 - Public Works - Maint. Projects Totals		\$40,241.00	\$0.00	\$40,241.00	\$0.00	\$0.00	\$0.00	\$40,241.00	0%	\$0.00
Department 45 - Public Works Totals		\$1,128,818.00	\$0.00	\$1,128,818.00	\$0.00	\$0.00	\$467.31	\$1,128,350.69	0%	\$1,301,410.07
REVENUE TOTALS		\$1,128,818.00	\$0.00	\$1,128,818.00	\$0.00	\$0.00	\$467.31	\$1,128,350.69	0%	\$1,301,410.07
EXPENSE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
5101	Salaries - Permanent	474,401.00	.00	474,401.00	52,037.09	.00	67,441.11	406,959.89	14	421,740.66
5103.101	Differential Pay On Call	.00	.00	.00	2,304.00	.00	3,042.00	(3,042.00)	+++	20,553.00
5103.102	Differential Pay Out of Class	.00	.00	.00	.00	.00	.00	.00	+++	24.30



Budget Performance Report

Fiscal Year to Date 08/31/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2120 - State Gas Tax										
EXPENSE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.										
5105	Salaries - Overtime/FLSA	7,000.00	.00	7,000.00	1,019.43	.00	1,024.93	5,975.07	15	5,924.00
5106.100	Incentives & Admin Leave Administrative Leave	8,433.00	.00	8,433.00	.00	.00	.00	8,433.00	0	6,173.81
5106.200	Incentives & Admin Leave Gym Reimbursement	200.00	.00	200.00	.00	.00	.00	200.00	0	10.80
5107	Car Allowance/Mileage	432.00	.00	432.00	36.00	.00	72.00	360.00	17	435.00
5109.101	Allowances Boot Allowance	2,100.00	.00	2,100.00	.00	.00	2,100.00	.00	100	2,100.00
5111	Medicare	6,204.00	.00	6,204.00	669.38	.00	874.04	5,329.96	14	5,400.13
5112.101	Retirement Contribution PERS	53,146.00	.00	53,146.00	6,081.20	.00	7,897.42	45,248.58	15	45,741.72
5112.102	Retirement Contribution Social Security	.00	.00	.00	.00	.00	.00	.00	+++	16.25
5113	Worker's Compensation	61,284.00	.00	61,284.00	.00	.00	14,801.11	46,482.89	24	48,323.60
5114.101	Health Insurance Medical	78,976.00	.00	78,976.00	5,647.22	.00	11,275.96	67,700.04	14	67,445.66
5114.102	Health Insurance Dental	.00	.00	.00	858.96	.00	1,715.89	(1,715.89)	+++	9,636.01
5114.103	Health Insurance Vision	.00	.00	.00	88.68	.00	177.13	(177.13)	+++	979.09
5115	Unemployment Compensation	.00	.00	.00	346.61	.00	578.28	(578.28)	+++	.00
5116.101	Life and Disability Insurance Life & Disab.	5,428.00	.00	5,428.00	160.38	.00	320.33	5,107.67	6	1,915.70
5116.102	Life and Disability Insurance Long Term/Short Term Disability	.00	.00	.00	309.02	.00	601.54	(601.54)	+++	3,044.86
5119.100	Retiree Costs Medical Insurance	14,103.00	.00	14,103.00	.00	.00	2,076.89	12,026.11	15	16,977.77
5201.100	Office Supplies General	50.00	.00	50.00	.00	.00	.00	50.00	0	93.91
5202.100	Operating Supplies General	2,490.00	.00	2,490.00	278.15	.00	278.15	2,211.85	11	2,804.05
5203.100	Repairs and Maint Supplies General	36,300.00	.00	36,300.00	532.00	3,475.00	3,183.89	29,641.11	18	34,497.33
5204	Subscriptions and Code Books	300.00	.00	300.00	.00	.00	.00	300.00	0	100.25
5209.101	Auto Fuel Expense Town Vehicles	28,000.00	.00	28,000.00	.00	.00	3,436.67	24,563.33	12	25,099.18
5210.100	Postage General	10.00	.00	10.00	.00	.00	.00	10.00	0	11.37
5211.137	Utilities Electric and Gas	31,000.00	.00	31,000.00	.00	.00	56.76	30,943.24	0	37,433.42
5211.139	Utilities Propane	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	997.60
5213.100	Professional/Contract Services General	2,100.00	.00	2,100.00	.00	.00	.00	2,100.00	0	1,458.25
5214.100	Repair and Maint Service General	100,319.00	.00	100,319.00	.00	.00	450.00	99,869.00	0	100,414.73
5215.100	Rents and Leases Miscellaneous	200.00	.00	200.00	.00	.00	580.00	(380.00)	290	116.00
5216.100	Communications General Services	4,881.00	.00	4,881.00	128.50	.00	530.83	4,350.17	11	4,853.21
5219.100	Printing General	50.00	.00	50.00	.00	.00	.00	50.00	0	53.54
5220.100	Employee Development General	1,550.00	.00	1,550.00	.00	.00	.00	1,550.00	0	1,675.55
5223.101	Meals and Refreshments Employee Meals-MOU Overtime	75.00	.00	75.00	.00	.00	.00	75.00	0	75.00
5304	Furniture & Equipment	.00	.00	.00	.00	4,600.00	.00	(4,600.00)	+++	4,091.30
5305	Vehicles	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	8,369.75
5501	Debt Service Payment - Principal	33,665.00	.00	33,665.00	.00	.00	.00	33,665.00	0	29,854.30
5910.010	Transfers Out To General Fund	168,497.00	.00	168,497.00	.00	.00	.00	168,497.00	0	153,091.00
5910.100	Transfers Out To Capital Projects	37,990.00	.00	37,990.00	.00	.00	.00	37,990.00	0	5.41



Budget Performance Report

Fiscal Year to Date 08/31/14

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 2120 - State Gas Tax										
EXPENSE										
Department 45 - Public Works										
Program 4750 - Public Works - Streets Maint.	Totals	\$1,168,184.00	\$0.00	\$1,168,184.00	\$70,496.62	\$8,075.00	\$122,514.93	\$1,037,594.07	11%	\$1,111,337.51
Program 4755 - Public Works - Maint. Projects										
Cost Center Activity 471 - Overlay										
5213.100 Professional/Contract Services General		80,482.00	.00	80,482.00	.00	.00	.00	80,482.00	0	78,367.24
Cost Center Activity 471 - Overlay	Totals	\$80,482.00	\$0.00	\$80,482.00	\$0.00	\$0.00	\$0.00	\$80,482.00	0%	\$78,367.24
Program 4755 - Public Works - Maint. Projects	Totals	\$80,482.00	\$0.00	\$80,482.00	\$0.00	\$0.00	\$0.00	\$80,482.00	0%	\$78,367.24
Department 45 - Public Works	Totals	\$1,248,666.00	\$0.00	\$1,248,666.00	\$70,496.62	\$8,075.00	\$122,514.93	\$1,118,076.07	10%	\$1,189,704.75
EXPENSE TOTALS		\$1,248,666.00	\$0.00	\$1,248,666.00	\$70,496.62	\$8,075.00	\$122,514.93	\$1,118,076.07	10%	\$1,189,704.75
Fund 2120 - State Gas Tax	Totals									
REVENUE TOTALS		1,128,818.00	.00	1,128,818.00	.00	.00	467.31	1,128,350.69	0	1,301,410.07
EXPENSE TOTALS		1,248,666.00	.00	1,248,666.00	70,496.62	8,075.00	122,514.93	1,118,076.07	10	1,189,704.75
Fund 2120 - State Gas Tax	Totals	(\$119,848.00)	\$0.00	(\$119,848.00)	(\$70,496.62)	(\$8,075.00)	(\$122,047.62)	\$10,274.62		\$111,705.32
Grand Totals										
REVENUE TOTALS		11,165,342.00	.00	11,165,342.00	25,498.07	.00	234,127.90	10,931,214.10	2	11,307,649.99
EXPENSE TOTALS		11,285,190.00	.00	11,285,190.00	579,071.40	24,664.14	1,237,597.46	10,022,928.40	11	10,680,144.23
Grand Totals		(\$119,848.00)	\$0.00	(\$119,848.00)	(\$553,573.33)	(\$24,664.14)	(\$1,003,469.56)	\$908,285.70		\$627,505.76