



# Town of Paradise Town Council Meeting Agenda 6:00 PM – January 12, 2021

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

Mayor, Steve Crowder  
Vice Mayor, Jody Jones  
Council Member, Greg Bolin  
Council Member, Steve “Woody” Culleton  
Council Member, Rose Tryon

Town Manager, Kevin Phillips  
Town Attorney, Mark A. Habib  
Town Clerk, Dina Volenski  
Community Development Director, Susan Hartman  
Administrative Services Director/Town Treasurer – Vacant  
Public Works Director/Town Engineer, Marc Mattox  
Division Chief, CAL FIRE/Paradise Fire, Garrett Sjolund  
Chief of Police, Eric Reinbold  
Disaster Recovery Director, Katie Simmons

### Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing Council is limited to three minutes per speaker - fifteen minutes per agenda item.

### **Public Participation**

In accordance with Governor Newsom’s Executive Order N-29-20, remote public participation is allowed in the following ways:

Town Council meetings are available to be viewed on YouTube at <https://www.youtube.com/channel/UCpo2Gy0EGJwcFvDU2xnjgbw>

Public comment will be accepted by email with the subject line PUBLIC COMMENT ITEM \_\_\_ to [dvolenski@townofparadise.com](mailto:dvolenski@townofparadise.com) prior to 5:30 p.m. on the day of the meeting and will be read into the record during public comment. Written comments are subject to the regular time limitations of three minutes per speaker, please limit to 200 words or less. If you are unable to provide your comments in writing, please contact the Town Clerk’s office for assistance at (530) 872-6291.

Public comment may be submitted by telephone during the meeting, prior to the close of public comment on an item by calling (530) 872-5951 at the time indicated by the Mayor. Alternately, you may send an email with the subject line:

TELEPHONE PUBLIC COMMENT ITEM \_\_\_ to the Town Clerk [dvolenski@townofparadise.com](mailto:dvolenski@townofparadise.com) prior to 5:30 p.m. on the day of the meeting, include your telephone number and the Mayor will call you during public comment.

Disabled persons may request reasonable modifications or accommodations relating to the use of telephonic or electronic observation and participation prior to the Council meeting by contacting the Town Clerk at (530) 872-6291 ext. 102.

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

## 1. OPENING

- 1a. Call to Order
- 1b. Pledge of Allegiance to the Flag of the United States of America
- 1c. Invocation
- 1d. Roll Call
- 1e. Camp Fire Recovery Updates:
  - Trees, Advocacy, Housing, Recovery Project - Disaster Recovery Director Katie Simmons
  - Transportation Master Plan - Public Works Director/Town Engineer Marc Mattox
  - Business Update - Assistant to the Town Manager Colette Curtis
- 1f. Biomass Research to date from the Butte County Fire Safe Council.

## 2. CONSENT CALENDAR

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

- [2a.](#) p5 Approve minutes from the December 8, 2020 Regular Town Council meeting.
- [2b.](#) p14 Approve December 2020 Cash Disbursements in the amount of \$2,481,740.33.
- [2c.](#) p23 Waive second reading of the entire Town Ordinance No. 601 and approve reading by title only; **AND**, Adopt Town Ordinance No. 601, "An Ordinance Rezoning Certain Real Property From "C-C" (Community-Commercial) to a "C-F" (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)".
- [2d.](#) p25 Adopt Resolution No. 21-01, a Resolution of the Town Council of the Town of Paradise accepting Contract No. 9395.CON, Interim Safety Striping and Marking Improvements Project, performed by Chrisp Company of Fremont, CA.
- [2e.](#) p27 Authorize the Town Manager to sign onto the Butte Regional Interoperable Communications System (BRICS) Primary User Agreement for Butte County Radio Network Access.

## 3. ITEMS REMOVED FROM CONSENT CALENDAR

## 4. PUBLIC COMMUNICATION

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

## 5. PUBLIC HEARINGS - None

## 6. COUNCIL CONSIDERATION

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

- 6a. p48 Consider accepting the After Action Report; and, Authorize Town staff to implement the actions in the Corrective Action Plan (ROLL CALL VOTE)
- 6b. p136 1. Consider authorizing the Town Manager to execute an agreement with the City of Chico, approved by the Town Attorney, to facilitate work and grant-funded payments relating to the City's ability and needs to accept a direct connection from the Town of Paradise to their Water Pollution Control Plant, and; 2. Select representation (two Council Members) to participate in Central Valley Regional Water Quality Control Board (Central Valley Water Board)-led committee which participates in the Paradise Sewer Project development; and, 3. Authorize the Town Mayor to sign a sponsorship letter for Assembly Bill (Gallagher) Design Build Contracting for the Paradise Sewer Project. (ROLL CALL VOTE)
- 6c. p170 1. In light of the unique qualifications and knowledge of Management Partners, staff requests the Council to consider and approve the sole source procurement of financial services; and, 2. Authorizing the Town Manager to enter into a not-to-exceed agreement with Management Partners for the creation of a financial sustainability model. (There will be a one-time fee of \$79,990.) (ROLL CALL VOTE)
- 6d. p201 Consider adopting Resolution No. 21-02, A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006. (ROLL CALL VOTE)
- 6e. p214 Consider Adopting Resolution No. 21-03, "A Resolution of the Town Council of the Town of Paradise Approving an Allocation of Funding and the Execution of a Grant Agreement and Any Amendments thereto from the CDBG-DR Program". (ROLL CALL VOTE)

## 7. COUNCIL INITIATED ITEMS AND REPORTS

### 7a. Council initiated agenda items

- 7a1. Discuss providing free burn permits to Town of Paradise residents and consider changing the burn permit period from a calendar year to fiscal year. (CULLETON)
- 7a2. Discuss options regarding a Green Waste Facility and consider bringing back and extending the urgency ordinance to allow green waste processing from both private and state projects within the Town of Paradise. (TRYON)
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

**8. STAFF COMMUNICATION**

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

**9. CLOSED SESSION**

- 9a. Pursuant to Government Code section 54956.9(d)(1) The Town Council will hold a closed session with the Town Attorney Dwight L. Moore and Town Manager Kevin Phillips relating to the following pending litigation: Town of Paradise vs. Comcast Phone of California and Comcast Digital Phone and AT&T Corp. – Case No. 20-08-018 before the Public Utilities Commission of the State of California.
- 9b. Pursuant to Government Code Section 54957(b)(1), the Town Council will hold a closed session with the Town Manager consider the appointment of a Co-Community Development Director.

**10. ADJOURNMENT**

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



**MINUTES**  
**PARADISE TOWN COUNCIL**  
**REGULAR MEETING – 6:00 PM – December 08, 2020**

**1. OPENING**

The Regular meeting of the Paradise Town Council was called to order by Mayor Bolin at 6:00 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Jones.

**COUNCIL MEMBERS PRESENT:** Greg Bolin Mayor, Steve Crowder, Jody Jones, Mike Zuccolillo.

**COUNCIL MEMBERS ABSENT:** Melissa Schuster

**STAFF PRESENT:** Town Manager Kevin Phillips, Town Clerk Dina Volenski, Assistant to the Town Manager Colette Curtis, Community Development Director Susan Hartman, Disaster Recovery Director Katie Simmons, Public Works Director/Town Engineer Marc Mattox.

- 1a. **MOTION by Jones, seconded by Crowder**, approved minutes of the October 13, 2020, November 2, 2020 and November 10, 2020 Regular and November 19, 2020 Special Council meetings. Roll call vote was unanimous with Council Member Schuster absent and not voting.
- 1b. Mayor Greg Bolin presented The Year in Review which highlighted all the accomplishments from the past year.
- 1c. Mayor Bolin presented certificates of recognition from Senator Nielsen and Assemblyman Gallagher and read proclamations, from the Town of Paradise, for outgoing Council Members Melissa Schuster and Mike Zuccolillo. Vice Mayor Crowder presented Mayor Bolin with a certificate of recognition as Mayor for the past year.
- 1d. **MOTION by Crowder, seconded by Zuccolillo** adopted Resolution No. 20-42, A Resolution of the Town Council of the Town of Paradise Reciting the Fact of the General Municipal Election Consolidated with the Statewide General Election held on November 3, 2020 Declaring the Result and Such Other Matters as Provided by Law. Roll call vote was unanimous with Council Member Schuster absent and not voting.
- 1e. Town Clerk Volenski presented Certificates of Election and administered Oaths of Office to newly elected Council Members Greg Bolin, Steve "Woody" Culleton and Rose Tryon.
- 1f. At 6:23 p.m. Mayor Bolin adjourned the meeting for a 10-minute recess to allow for the transition of incoming Council Members.

- 1g. At 6:28 p.m. Town Clerk Volenski reconvened the Council Meeting and called the roll to include newly seated Council Members: Greg Bolin, Steve Crowder, Steve “Woody” Culleton, Jody Jones, and Rose Tryon.
- 1h. Town Clerk Volenski, as temporary Chair, opened the nominations for selection of Mayor for a one-year term beginning December 8, 2020 through December 14, 2021.

Steve “Woody” Culleton nominated Steve Crowder to serve as Mayor for a one-year term beginning December 8, 2020 through December 14, 2021.

**MOTION by Bolin, seconded by Jones**, closed the nominations for the position of Mayor. All Council concurred.

By unanimous roll call vote, the Council appointed Steve Crowder to serve as Mayor for a one-year term beginning December 08, 2020 through December 14, 2021.

- 1i. Town Clerk Volenski turned the meeting over to Mayor Crowder who opened nominations for the position of Vice Mayor for a one-year term commencing December 8, 2020 and ending the first regular meeting in December 2021.

Greg Bolin nominated Jody Jones to serve as Vice Mayor for a one-year term beginning December 08, 2020 through December 14, 2021.

**MOTION by Bolin, seconded by Crowder**, closed the nominations for the position of Vice Mayor. All Council concurred.

By unanimous roll call vote, the Council appointed Jody Jones to serve as Vice Mayor for a one-year term beginning December 08, 2020 through December 14, 2021.

- 1j. Camp Fire Recovery Updates:

Disaster Recovery Director Katie Simmons provided the Town Council with an update on Hazardous Tree Removal, Broadband, Housing, Advocacy and what Disaster Recovery looks like in 2021.

Assistant to the Town Manager Colette Curtis provided the Town Council with an update on Business recovery in the Town of Paradise.

## 2. **CONSENT CALENDAR**

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

- 2a. Approved November 2020 Cash Disbursements in the amount of \$1,979,692.09

- 2b. Adopted Resolution No. 20-43, A Resolution of the Town Council of the Town of Paradise declaring a certain Fire vehicle to be surplus property and authorizing disposal thereof.
- 2c. Concurred with staff's recommendation of Holdrege & Kull Consulting Engineers and Geologists, dba NV5 to perform on-call materials testing services on a variety of federally, state and locally funded efforts; and, 1. Approved the Master Professional Services Agreement and authorized the Town Manager to execute an agreement relating to on-call materials testing services; and, 2. Adopted Resolution No. 20-44, A Resolution designating authority to the Paradise Town Manager to execute individual task orders under the resultant master agreement for RFQ 2020-004 On-Call Materials Testing Services up to the maximum contract aggregate amount of seven hundred fifty thousand dollars (\$750K) to expedite and facilitate Camp Fire recovery efforts.

**3. ITEMS REMOVED FROM CONSENT CALENDAR - None**

**4. PUBLIC COMMUNICATION**

- 1. Ward Habriel submitted an email comment stating that he believes Council should listen to what the people of Paradise want.

**5. PUBLIC HEARINGS**

- 5a. Public Works Director/Town Engineer Marc Mattox provided an informational update regarding the formation of an Underground Utility District 20-1, and asked Council to continue the Public Hearing from November 10, 2020 and close the public hearing without further action.

Mayor Crowder opened the public hearing at 7:12 p.m.

There was no public comment.

Mayor Crowder closed the public hearing at 7:12 p.m.

**MOTION by Jones, seconded by Bolin** heard the informational update from staff, continued the Public Hearing from November 10, 2020 and closed the public hearing without further action. Roll call vote was unanimous.

- 5b. Conducted the duly noticed and scheduled public hearing related to the recommended General Plan Land Use Map amendment and rezone for Paradise Unified School District property located at 634 Pearson Road Assessor Parcel No. 054-050-092.

Mayor Crowder opened the public hearing at 7:19 p.m.

There was no public comment.

Mayor Crowder closed the public hearing at 7:19 p.m.

**MOTION by Bolin, seconded by Culleton** 1. Concurred with the Planning Director's determination that the project application is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15302 (Replacement or Reconstruction); and, 2. Concurred with the project recommended General Plan Land Use Map amendment and rezone action adopted by the Planning Commission on November 17, 2020, and embodied within Planning Commission Resolution No. 20-04; and, 3. Adopted Town of Paradise Resolution No. 20-45, "A Resolution of the Town Council of the Town of Paradise Amending the Land Use Map of the 1994 Paradise General Plan (PUSD: PL20-00261); and, 4. Waived the first reading of Town Ordinance No. 601 and read by title only; and, 5. Introduced Town of Paradise Ordinance No. 601, "An Ordinance Rezoning Certain Real Property From "C-C" (Community-Commercial) to a "C-F" (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)". Roll call vote was unanimous.

## 6. COUNCIL CONSIDERATION

- 6a. Council appointed Council representatives and alternates to represent the Town of Paradise on various local and regional boards, committees, and commissions. (Committee assignments attached)
- 6b. **MOTION by Culleton, seconded by Jones**, Adopted Resolution No. 20-46, A Resolution of the Town Council of the Town of Paradise Approving the 2021 Federal Advocacy Platform with the addition under Lessons Learned, of improved efficiencies for emergency responses. Roll call vote was unanimous.

Council Member Bolin recused himself from the dais at 8:00 p.m.

- 6c. Public Works Director/Town Engineer Marc Mattox and HDR Engineer John Buttz provided Town Council with an update on the preliminary engineering and environmental review work of the proposed Paradise Sewer Project.

1. Ward Habriel submitted an email comment which stated that he supports a treatment plant within the Town but thinks the regional option with Chico will be too expensive that that there aren't enough businesses to support it.

**MOTION by Jones, seconded by Crowder** 1. Acknowledged the findings and recommendations made by HDR Engineering in consideration of their Phase 1 Preliminary Engineering and Environmental Review work of the proposed Paradise Sewer Project; and, 2. Acknowledged a letter from Central Valley Regional Water Quality Control Board dated November 4, 2020 in consideration of their independent evaluation of wastewater treatment options for the Town of Paradise; and, 3. Concurred with staff

recommendation to prepare a complete Environmental Impact Report for the Paradise Sewer Project with a connection to the City of Chico's Water Pollution Control Plant; and, 4. Contingent upon selection of the Regional Alternative (Item 3), authorized the Town Manager to execute an amendment to the HDR Engineering Professional Services Agreement to include a revised scope and fee to prepare a complete Environmental Impact Report for the Paradise Sewer Project with a connection to the City of Chico's Water Pollution Control Plant; and, 5. Directed staff to continue to coordinate with the Central Valley Regional Water Quality Control Board the formation of a Brown Act-compliant committee composed of at least four (4) members with two (2) elected Council members from both the Town of Paradise and the City of Chico. Roll call vote was unanimous with Bolin absent and not voting.

Council Member Bolin returned to the dais at 8:38 p.m.

- 6d. Community Development Director Susan Hartman provided the Town Council with an update on the proposed Urgency Ordinance relating to requirements of the Mandatory Hazard Tree Removal program inside the Camp Fire Area.

1. Ward Habriel submitted an email comment stating he believes the trees should have been taken down months ago and sending more surveyors isn't helping the problem.

**MOTION by Jones, seconded by Bolin** Waived the reading of entire Town of Paradise Urgency Ordinance No. 602 and adopted Town of Paradise Ordinance No. 602, "An Urgency Ordinance of the Town Council of the Town of Paradise Repealing Urgency Ordinance No. 595 and Adopting New Ordinance Relating to Requirements of a Mandatory Hazard Tree Removal Program Inside the Camp Fire Area". Ayes of Bolin, Jones, Tryon and Mayor Crowder: Noes of Culleton.

- 6e. **MOTION by Tryon, seconded by Bolin**, to Amend the tenant lease agreement with the Gold Nugget Museum to include the caboose building in addition to the depot building in Paradise Community Park. Roll call vote was unanimous.

- 6f. **MOTION by Jones, seconded by Tryon**, 1. Discussed the process and timing for establishing the new Measure V Citizen's Oversight Committee: and, 2. Selected option A. To retain the current Measure C Oversight Committee members that would like to remain on the Committee and advertise for any open positions; and, 3. Designated Council Member Culleton and Mayor Crowder to interview applicants and bring back a recommendation to the full Council for appointment of the new members on February 9, 2021. Roll call vote was unanimous.

- 6g. **MOTION by Tryon, seconded by Crowder** Discussed establishing a PG&E Oversight Committee to monitor the funds received from the PG&E Settlement and decided to table the discussion until the Financial Consultant has been chosen and a plan has been established. Roll call vote was unanimous.
- 6h. **MOTION by Bolin, seconded by Culleton** 1. Approved the proposed new job description and salary pay schedule for a 40-hour Senior Supervising Code Enforcement Officer; and, 2. Authorized adding the Senior Supervising Code Enforcement Officer position to the FY 2020/21 salary pay plan and position control; and 3. Authorized adding the Office Assistant (Code Enforcement) position to the FY 2020/21 salary pay plan and position control. Roll call vote was unanimous.

## **7. COUNCIL INITIATED ITEMS AND REPORTS**

- 7a. Council initiated agenda items – None
- 7b. Council reports on committee representation

Vice Mayor Jones attended Butte County Association of Government, Butte County Air Quality Management District and United States Department of Agriculture (USDA) meetings.

Mayor Crowder also attended the USDA meeting

### 7c. Future Agenda Items

Council Member Culleton requested discussion regarding free burn permits and the duration of burn permits from calendar to fiscal year.

Council Member Tryon asked if there was grant funding available regarding surveying so that there are set markers for the surveying companies. and requested discussion regarding the Green Waste facility.

Public Works Director/Town Engineer Marc Mattox informed the Town Council that Centerline Monumentations are working on being established under the Transportation Master Plan.

## **8. STAFF COMMUNICATION**

### 8a. Town Manager Report-

Town Manager Phillips provided an update on Covid-19 protocols being put in place and that all staff have been deemed essential, informed the Town Council that the Building Resiliency Center is open by appointment only and Town Hall is closed to walk in traffic; the financial audit report is being postponed until January or February, receiving quarterly sales tax update from HdL and they are auditing the sales tax reports to make sure

Measure C money is being collected correctly and commended staff on work being done for the tree removal program because it is such a complicated issue.

## **9. CLOSED SESSION**

At 9:44 p.m. Mayor Crowder announced that the Town Council would take a five-minute break and then reconvene for closed sessions for the following items:

- 9a. Pursuant to Government Code section 54956.9(d)(1) The Town Council held a closed session with the Assistant Town Attorney Dwight L. Moore and Town Manager Kevin Phillips relating to the following pending litigation: Town of Paradise vs. Comcast Phone of California and Comcast Digital Phone and AT&T Corp. – Case No. 20-08-018 before the Public Utilities Commission of the State of California.
- 9b. Pursuant to Government Code section 54957(b), the Town Council held a closed session relating to public employee discipline/dismissal/release.

At 10:41 p.m. Mayor Crowder announced:

- 9a. The Town Council provided direction to the Town Attorney, but no action was taken.
- 9b. The Town Council unanimously concurred with the Town Manager’s recommendation for the Administrative Services Director/Town Treasurer to be terminated pursuant to and during the probationary employment period.

## **10. ADJOURNMENT**

Mayor Crowder adjourned the Council meeting at 10:41 p.m.

Date approved:

By:

\_\_\_\_\_  
Steve Crowder, Mayor

Attest:

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





**2021 TOWN COUNCIL**  
**REPRESENTATION**

**BUTTE COUNTY**  
**COMMITTEES/COMMISSIONS**

<b>BUTTE COUNTY</b>		<b>Bolin</b>	<b>Crowder</b>	<b>Culleton</b>	<b>Jones</b>	<b>Tryon</b>
1	Air Quality Management District				A	R
2	Association of Governments				R	A
3	City Selection Committee (Mayor)		R			
4	Disaster Council (Mayor)		R			
5	Local Area Formation Commission (LAFCO) (Bolin was appointed through 5/2023 – Appointed by City Selection Committee)	R				
6	Mosquito and Vector Control Board			Melissa	Schuster	
7	Waste Mgt Local Task Force			R		A
8	Water Advisory Committee (2 or 4-year term)					R
9	City/County Ad Hoc Committee			R		
10.	TBID			Colette	Curtis	
11.	Continuum of Care			R		
12.	Butte County Fire Safe Council					R

**LOCAL COMMITTEES/COMMISSIONS**

<b>PARADISE</b>		<b>Bolin</b>	<b>Crowder</b>	<b>Culleton</b>	<b>Jones</b>	<b>Tryon</b>
1	Paradise Community Village	R		A		
2	Paradise Irrigation District Liaison				R	R
3	Paradise Rec. & Park District Liaison		R	R		
4	Paradise Solid Waste Committee			R		R
5	Onsite Ad Hoc Committee	R	R			
6	Finance Committee (Mayor & Vice Mayor)		R		R	
7	Butte County Oversight Board				R	



# TOWN OF PARADISE

## CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF  
**DECEMBER 1, 2020 - DECEMBER 31, 2020**



**CASH DISBURSEMENTS REPORT  
DECEMBER 1, 2020 - DECEMBER 31, 2020**

Check Date	Pay Period End	Description	Amount	Total
12/11/2020	12/6/2020	Net Payroll - Direct Deposits and Checks	147,004.52	
12/24/2020	12/20/2020	Net Payroll - Direct Deposits and Checks	<u>\$ 141,383.44</u>	
				\$ 288,387.96
 Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	490,266.14	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 1,703,086.23</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>2,193,352.37</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 2,481,740.33</u></u>

APPROVED BY: \_\_\_\_\_  
Kevin Phillips, Town Manager

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77183	12/02/2020	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
77184	12/02/2020	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
77185	12/02/2020	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
77186	12/02/2020	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$18,579.00		
77187	12/02/2020	Open			Accounts Payable	Santander Leasing LLC	\$29,584.44		
77188	12/02/2020	Open			Accounts Payable	SBA Monarch Towers III LLC	\$153.94		
77189	12/02/2020	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
77190	12/03/2020	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$88.36		
77191	12/03/2020	Open			Accounts Payable	Asbury Environmental Services	\$134.69		
77192	12/03/2020	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.14		
77193	12/03/2020	Open			Accounts Payable	AT&T MOBILITY	\$137.46		
77194	12/03/2020	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$208.95		
77195	12/03/2020	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$23.76		
77196	12/03/2020	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,392.85		
77197	12/03/2020	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,107.40		
77198	12/03/2020	Open			Accounts Payable	Bear Electric Solutions	\$1,660.00		
77199	12/03/2020	Open			Accounts Payable	Biometrics4ALL, Inc	\$1,343.76		
77200	12/03/2020	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$186.96		
77201	12/03/2020	Open			Accounts Payable	C4 Polygraph, LLC	\$750.00		
77202	12/03/2020	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$70.00		
77203	12/03/2020	Open			Accounts Payable	COUNTY OF BUTTE	\$750.00		
77204	12/03/2020	Open			Accounts Payable	Deja Vu Gardens Galore Nursery	\$1,287.00		
77205	12/03/2020	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$382.05		
77206	12/03/2020	Open			Accounts Payable	Exum, Colin	\$504.22		
77207	12/03/2020	Open			Accounts Payable	FEDERAL EXPRESS	\$48.33		
77208	12/03/2020	Open			Accounts Payable	Granicher Appraisals, Inc	\$375.00		
77209	12/03/2020	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$274.78		
77210	12/03/2020	Open			Accounts Payable	HDR Engineering, Inc	\$107,255.46		
77211	12/03/2020	Open			Accounts Payable	Herc Rentals Inc.	\$2,917.47		
77212	12/03/2020	Open			Accounts Payable	HireRight, Inc.	\$8.13		
77213	12/03/2020	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$3,840.00		
77214	12/03/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$1,013.72		
77215	12/03/2020	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$521.62		
77216	12/03/2020	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$30.64		
77217	12/03/2020	Open			Accounts Payable	Jellema, Bertha	\$470.86		
77218	12/03/2020	Open			Accounts Payable	K-Gas, Inc.	\$747.93		
77219	12/03/2020	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77220	12/03/2020	Open			Accounts Payable	KP Research Services, Inc.	\$3,718.32		
77221	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$14,233.61		
77222	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,142.88		
77223	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,558.45		
77224	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,060.00		
77225	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,110.55		
77226	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$8,107.91		
77227	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$1,159.71		
77228	12/03/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$22,531.30		
77229	12/03/2020	Open			Accounts Payable	MOBILE MINI INC	\$633.28		
77230	12/03/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$81.69		
77231	12/03/2020	Open			Accounts Payable	MUNICIPAL CODE CORP	\$10,449.00		
77232	12/03/2020	Open			Accounts Payable	Nutrien	\$7,901.61		
77233	12/03/2020	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$244.75		
77234	12/03/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$99.48		
77235	12/03/2020	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$2,440.48		
77236	12/03/2020	Open			Accounts Payable	PARADISE POST	\$316.29		
77237	12/03/2020	Open			Accounts Payable	Pesqueira, Matthew, J	\$46.82		
77238	12/03/2020	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$580.46		
77239	12/03/2020	Open			Accounts Payable	RAY MORGAN COMPANY INC	\$54.89		
77240	12/03/2020	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$3.22		
77241	12/03/2020	Open			Accounts Payable	Spherion Staffing	\$3,869.59		
77242	12/03/2020	Open			Accounts Payable	STOTT OUTDOOR ADVERTISING	\$109.35		
77243	12/03/2020	Open			Accounts Payable	Tahoe Pure Water Co.	\$15.00		
77244	12/03/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$309.53		
77245	12/03/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$71.37		
77246	12/03/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$29.07		
77247	12/03/2020	Open			Accounts Payable	Tri Flame Propane	\$216.62		
77248	12/03/2020	Open			Accounts Payable	UNITED RENTALS, INC.	\$2,049.73		
77249	12/03/2020	Open			Accounts Payable	WILGUS FIRE CONTROL INC	\$253.19		
77250	12/03/2020	Open			Accounts Payable	WILKEY, JOHN	\$13.75		
77251	12/03/2020	Open			Accounts Payable	Aflac	\$146.92		
77252	12/03/2020	Open			Accounts Payable	Met Life	\$7,791.78		
77253	12/03/2020	Open			Accounts Payable	OPERATING ENGINEERS	\$848.00		
77254	12/03/2020	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,662.36		
77255	12/03/2020	Open			Accounts Payable	SUN LIFE INSURANCE	\$4,877.04		
77256	12/03/2020	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$628.16		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77257	12/03/2020	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$90.00		
77258	12/16/2020	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
77259	12/16/2020	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
77260	12/17/2020	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$74.37		
77261	12/17/2020	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$13.92		
77262	12/17/2020	Open			Accounts Payable	American River Benefit Administrators	\$16.80		
77263	12/17/2020	Open			Accounts Payable	Asbury Environmental Services	\$160.00		
77264	12/17/2020	Open			Accounts Payable	AT&T MOBILITY	\$205.52		
77265	12/17/2020	Open			Accounts Payable	Batteries Plus Bulbs	\$320.12		
77266	12/17/2020	Open			Accounts Payable	Big O Tires	\$224.95		
77267	12/17/2020	Open			Accounts Payable	Biometrics4ALL, Inc	\$12.75		
77268	12/17/2020	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$12,938.84		
77269	12/17/2020	Open			Accounts Payable	Bug Smart	\$83.00		
77270	12/17/2020	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$46.74		
77271	12/17/2020	Open			Accounts Payable	BUTTE CO RECORDER	\$5.00		
77272	12/17/2020	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$43.00		
77273	12/17/2020	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$398.00		
77274	12/17/2020	Open			Accounts Payable	CALIFORNIA VOCATIONS INC.	\$6,246.12		
77275	12/17/2020	Open			Accounts Payable	CHICO IMMEDIATE CARE	\$140.00		
77276	12/17/2020	Open			Accounts Payable	Chico State Enterprises	\$4,830.00		
77277	12/17/2020	Open			Accounts Payable	Chrisp Company	\$82,369.32		
77278	12/17/2020	Open			Accounts Payable	COMCAST CABLE	\$139.78		
77279	12/17/2020	Open			Accounts Payable	COMCAST CABLE	\$409.78		
77280	12/17/2020	Open			Accounts Payable	COMCAST CABLE	\$244.78		
77281	12/17/2020	Open			Accounts Payable	COPWARE, INC.	\$615.00		
77282	12/17/2020	Open			Accounts Payable	Creative Composition Inc	\$169.25		
77283	12/17/2020	Open			Accounts Payable	DADCO	\$284.34		
77284	12/17/2020	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
77285	12/17/2020	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$721.24		
77286	12/17/2020	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,450.88		
77287	12/17/2020	Open			Accounts Payable	Herc Rentals Inc.	\$6,655.93		
77288	12/17/2020	Open			Accounts Payable	Hovey, Cheri	\$33.08		
77289	12/17/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$8,162.35		
77290	12/17/2020	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$90.62		
77291	12/17/2020	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$800.00		
77292	12/17/2020	Open			Accounts Payable	Jennifer Arbuckle	\$10,612.50		
77293	12/17/2020	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$1,283.05		



TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77294	12/17/2020	Open			Accounts Payable	KOEFAN INDUSTRIES	\$1,200.00		
77295	12/17/2020	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$1,095.00		
77296	12/17/2020	Open			Accounts Payable	LES SCHWAB TIRE CENTER - MOTORPOOL	\$645.50		
77297	12/17/2020	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
77298	12/17/2020	Open			Accounts Payable	MacNeill, Sam	\$96.27		
77299	12/17/2020	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$4,800.00		
77300	12/17/2020	Open			Accounts Payable	Mayhugh, Tyler	\$13.75		
77301	12/17/2020	Open			Accounts Payable	McMahon Construction Inc	\$37,500.00		
77302	12/17/2020	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$600.00		
77303	12/17/2020	Open			Accounts Payable	Mobile Modular	\$1,771.00		
77304	12/17/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$132.70		
77305	12/17/2020	Open			Accounts Payable	MUNICIPAL CODE CORP	\$1,099.00		
77306	12/17/2020	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
77307	12/17/2020	Open			Accounts Payable	North State Tire Co. Inc.	\$1,059.84		
77308	12/17/2020	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$1,457.76		
77309	12/17/2020	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$5,250.64		
77310	12/17/2020	Open			Accounts Payable	NORTHSTAR	\$1,615.00		
77311	12/17/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$573.06		
77312	12/17/2020	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$323.14		
77313	12/17/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$525.75		
77314	12/17/2020	Open			Accounts Payable	PARADISE POST	\$97.57		
77315	12/17/2020	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$504.21		
77316	12/17/2020	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,275.00		
77317	12/17/2020	Open			Accounts Payable	RE CONSTRUCTION	\$284.34		
77318	12/17/2020	Open			Accounts Payable	RENTAL GUYS - CHICO	\$95.45		
77319	12/17/2020	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$762.91		
77320	12/17/2020	Open			Accounts Payable	Riebes Auto Parts-Public Works	\$51.02		
77321	12/17/2020	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$80.00		
77322	12/17/2020	Open			Accounts Payable	Spherion Staffing	\$14,063.66		
77323	12/17/2020	Open			Accounts Payable	Stratti	\$13,801.03		
77324	12/17/2020	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$357.98		
77325	12/17/2020	Open			Accounts Payable	T and S DVBE Inc.	\$9,422.26		
77326	12/17/2020	Open			Accounts Payable	Tahoe Pure Water Co.	\$22.50		
77327	12/17/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$779.66		
77328	12/17/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$93.71		
77329	12/17/2020	Open			Accounts Payable	Tri Flame Propane	\$177.40		
77330	12/17/2020	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77331	12/17/2020	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$388.00		
77332	12/17/2020	Open			Accounts Payable	VERIZON WIRELESS	\$2,980.03		
77333	12/17/2020	Open			Accounts Payable	VOLENSKI, DINA	\$56.15		
77334	12/17/2020	Open			Accounts Payable	WILKEY, JOHN	\$13.75		
77335	12/17/2020	Open			Accounts Payable	WURTH USA INC.	\$571.73		
77336	12/17/2020	Open			Accounts Payable	Kimbrough, Robert Charles	\$44.00		
77337	12/18/2020	Open			Accounts Payable	St John, Mollie, A	\$1,904.39		
77338	12/30/2020	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$233.56		
77339	12/30/2020	Open			Accounts Payable	ALL METALS SUPPLY, INC.	\$61.53		
77340	12/30/2020	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
77341	12/30/2020	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,051.52		
77342	12/30/2020	Open			Accounts Payable	AT&T MOBILITY	\$80.69		
77343	12/30/2020	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
77344	12/30/2020	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$22.98		
77345	12/30/2020	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,303.81		
77346	12/30/2020	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,107.40		
77347	12/30/2020	Open			Accounts Payable	Big O Tires	\$209.95		
77348	12/30/2020	Open			Accounts Payable	BUTTE CO NEAL ROAD LANDFILL	\$45.00		
77349	12/30/2020	Open			Accounts Payable	COMCAST CABLE	\$389.78		
77350	12/30/2020	Open			Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$2,191.67		
77351	12/30/2020	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$796,280.33		
77352	12/30/2020	Open			Accounts Payable	Down Range Indoor Training Center	\$2,784.45		
77353	12/30/2020	Open			Accounts Payable	Ernst & Young US LLP	\$37,415.00		
77354	12/30/2020	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$82.59		
77355	12/30/2020	Open			Accounts Payable	FLORES TOOL & FASTENER	\$118.84		
77356	12/30/2020	Voided	Duplicate Payment	12/30/2020	Accounts Payable	Gates, Matthew	\$2,848.82		
77357	12/30/2020	Open			Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$4,011.60		
77358	12/30/2020	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
77359	12/30/2020	Open			Accounts Payable	HDR Engineering, Inc	\$163,380.54		
77360	12/30/2020	Open			Accounts Payable	Herc Rentals Inc.	\$2,917.47		
77361	12/30/2020	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$926.88		
77362	12/30/2020	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$14,386.14		
77363	12/30/2020	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$35.89		
77364	12/30/2020	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$332.41		
77365	12/30/2020	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$502.04		
77366	12/30/2020	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$337.72		
77367	12/30/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$90.00		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
77368	12/30/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$143.99		
77369	12/30/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$4,703.28		
77370	12/30/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$7,615.86		
77371	12/30/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,672.17		
77372	12/30/2020	Open			Accounts Payable	Mark Thomas & Company Inc	\$5,830.48		
77373	12/30/2020	Open			Accounts Payable	Midwest Veterinary Supply, Inc	\$887.31		
77374	12/30/2020	Open			Accounts Payable	MOBILE MINI INC	\$633.28		
77375	12/30/2020	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$82.90		
77376	12/30/2020	Open			Accounts Payable	Nutrien	\$8,920.48		
77377	12/30/2020	Open			Accounts Payable	O'REILLY AUTO PARTS	\$127.59		
77378	12/30/2020	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$248.35		
77379	12/30/2020	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$8,392.10		
77380	12/30/2020	Open			Accounts Payable	PARADISE AUTO BODY	\$1,721.19		
77381	12/30/2020	Open			Accounts Payable	PARADISE POST	\$465.48		
77382	12/30/2020	Open			Accounts Payable	PBM SUPPLY & MFG INC	\$644.36		
77383	12/30/2020	Open			Accounts Payable	RAY MORGAN COMPANY INC	\$54.89		
77384	12/30/2020	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$328.30		
77385	12/30/2020	Open			Accounts Payable	Spherion Staffing	\$7,602.45		
77386	12/30/2020	Open			Accounts Payable	Stratti	\$25,141.47		
77387	12/30/2020	Open			Accounts Payable	Tetra Tech - EMI	\$66,123.69		
77388	12/30/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$132.21		
77389	12/30/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$179.39		
77390	12/30/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$43.93		
77391	12/30/2020	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$12.32		
77392	12/30/2020	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$86.00		
77393	12/30/2020	Open			Accounts Payable	VALLEY CLINICAL & CONSULTING SERVICES	\$450.00		
77394	12/30/2020	Open			Accounts Payable	WITTMIEIER AUTO CENTER	\$33.85		
77395	12/30/2020	Open			Accounts Payable	Overmyer, Stephen	\$65.00		
77400	12/30/2020	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
77401	12/30/2020	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
Type Check Totals:					215 Transactions		\$1,721,770.01		
<u>EFT</u>									
1080	12/02/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$37,354.33		
1081	12/02/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,397.19		
1082	12/02/2020	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,428.62		
1083	12/02/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$26,316.51		
1084	12/03/2020	Open			Accounts Payable	CALPERS	\$99,671.46		

TOWN OF PARADISE  
**Payment Register**

From Payment Date: 12/1/2020 - To Payment Date: 12/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
1085	12/16/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$37,401.42		
1086	12/16/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,720.17		
1087	12/16/2020	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,428.62		
1088	12/16/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$27,155.54		
1089	12/16/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$605.43		
1090	12/16/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$1,760.45		
1091	12/30/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$292.26		
1092	12/30/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$37,533.05		
1093	12/30/2020	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,359.60		
1094	12/30/2020	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$5,428.62		
1095	12/30/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$25,816.15		
1096	12/30/2020	Open			Accounts Payable	CALPERS - RETIREMENT	\$138,912.94		
Type EFT Totals:									
							17 Transactions	\$471,582.36	
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	214	\$1,718,921.19	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$2,848.82	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>215</b>	<b>\$1,721,770.01</b>	<b>\$0.00</b>

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	17	\$471,582.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>17</b>	<b>\$471,582.36</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	231	\$2,190,503.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$2,848.82	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>232</b>	<b>\$2,193,352.37</b>	<b>\$0.00</b>



**Town of Paradise**  
**Council Agenda Summary**  
**Date: January 12, 2021**

**Agenda Item: 2 (c)**

**ORIGINATED BY:** Susan Hartman, Community Development Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Adoption of Town Ordinance No. 601  
**LONG TERM RECOVERY PLAN:** N/A  
**COUNCIL ACTION REQUESTED:** Adopt a **MOTION TO:**

1. Waive second reading of the entire Town Ordinance No. 601 and approve reading by title only; **AND**
2. Adopt Town Ordinance No. 601, "An Ordinance Rezoning Certain Real Property From "C-C" (Community-Commercial) to a "C-F" (Community-Facilities) Zone Pursuant to Paradise Municipal Code Sections 17.45.500 Et. Seq. (PUSD: PL20-00261)".

**BACKGROUND:**

On December 8, 2020, the Town Council adopted a Paradise General Plan land use map amendment and introduced Town Ordinance No. 601 for purposes of eventual adoption. The intent of the ordinance is to implement the adopted General Plan land use map amendment and to facilitate a conditionally approved merger and lot line adjustment application for the rebuild of the PUSD operations facility by rezoning a commercial property from Community Commercial to Community Facilities.

**DISCUSSION:**

Town staff recommends that the Town Council waive the second reading of this entire ordinance; read it by title only; and formally adopt Town Ordinance No. 601 (copy attached). Once adopted, the provisions of this ordinance will be in legal effect thirty days thereafter.

**FINANCIAL IMPACT:**

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

Attachment

**TOWN OF PARADISE  
ORDINANCE NO. 601**

**AN ORDINANCE REZONING CERTAIN REAL PROPERTY FROM "C-C" (COMMUNITY-COMMERCIAL) TO A "C-F" (COMMUNITY-FACILITIES) ZONE PURSUANT TO PARADISE MUNICIPAL CODE SECTIONS 17.45.500 ET. SEQ. (PUSD: PL20-00261)**

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

**SECTION 1.** The hereinafter described real property situated in the Town of Paradise, State of California, shall be and is hereby zoned "C-F" (Community Facilities) as described in Chapter 17.26 of the Paradise Municipal Code and such land area shall be subject to the restrictions, restricted uses and regulations of such chapter. The real property so zoned is located at 634 Pearson Road in the Town of Paradise and is more particularly identified as AP No. 054-050-092.

**SECTION 2.** This ordinance shall take effect thirty (30) days beyond the date of its passage. Before the expiration of fifteen (15) days after its passage, this ordinance shall be published in a newspaper of general circulation and circulated within the Town of Paradise along with the names of the members of the Town Council of Paradise voting for and against same.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise, County of Butte, State of California, on this 12<sup>th</sup> day of January, 2021, by the following vote:

**AYES:  
NOES:  
ABSENT:  
NOT VOTING:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Mark A. Habib, Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: January 12, 2021**

**Agenda Item: 2(d)**

**ORIGINATED BY:** Marc Mattox, Public Works Director/Town Engineer  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** Interim Safety Striping and Marking Improvements Project Acceptance

**LONG TERM RECOVERY PLAN:** Yes, Tiers 1

**COUNCIL ACTION REQUESTED:**

1. Adopting Resolution No. 20-\_\_\_, a Resolution of the Town Council of the Town of Paradise accepting Contract No. 9395.CON, Interim Safety Striping and Marking Improvements Project, performed by Chrisp Company of Fremont, CA.

**Background:**

On August 11, 2020, Paradise Town Council adopted a resolution approving the plans and specifications for the Interim Safety Striping and Marking Improvements Project and authorizing advertisement for bids on the project. This interim safety project will address the highest priority areas, arterials and collectors, in order to ensure safety for drivers and pedestrians.

On September 8, 2020, Paradise Town Council awarded contract 9395.CON to Chrisp Company of Fremont, CA in the amount of their bid \$69,034.25. With the award, Council identified construction contingency funds, bringing the total construction budget to \$79,389.39

**Analysis:**

Construction efforts began on November 20, 2020 and continued through November 25, 2020. Work was completed while implementing safety best practices such as social distancing where possible and wearing masks to slow the spread of COVID-19. No major construction issues were experienced through the course of construction.

**Financial Impact:**

The total estimated construction cost of the Interim Safety Striping and Marking Improvements Project, including a 15% contingency, was \$79,389.39. The actual total construction cost is \$78,366.90. Funding for the Project came from local transportation funds (Transit).



**TOWN OF PARADISE  
RESOLUTION NO. 21-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF PARADISE  
ACCEPTING THE WORK PERFORMED UNDER THE INTERIM  
SAFETY STRIPING AND MARKING IMPROVEMENTS PROJECT  
(CONTRACT NO. 9395.CON).**

**WHEREAS**, the Town of Paradise has contracted with Chrisp Company for certain work performed under that certain project known as the Interim Safety Striping and Marking Improvement Project, being Contract No. 9395.CON; and

**WHEREAS**, the work of improvements, as called for by the contract between the Town of Paradise and Chrisp Company, referable to the project was completed on November 25, 2020 to the satisfaction of the Town Engineer; and

**WHEREAS**, there has been posted a maintenance bond for the work of improvements for a period of one year from and after completion.

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

**SECTION 1.** The Town Council of the Town of Paradise hereby accepts the work performed on those certain improvements, the subject of a contract between the Town of Paradise and Chrisp Company, known as the Interim Safety Striping and Marking Improvements Project, and authorizes the filing of a Notice of Completion relating to it.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of January 2021 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
STEVE CROWDER, MAYOR

ATTEST:

\_\_\_\_\_  
DINA VOLENSKI, CMC, TOWN CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK A. HABIB, TOWN ATTORNEY



**TOWN OF PARADISE  
COUNCIL AGENDA SUMMARY  
DATE: JANUARY 12, 2021**

**AGENDA ITEM: 2(e)**

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

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Approve Butte Regional Interoperable Communications System  
Primary User Agreement for Butte County Radio Network Access

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

- (1) Authorize the Town Manager to sign onto the Butte Regional Interoperable Communications System (BRICS) Primary User Agreement for Butte County Radio Network Access.

**BACKGROUND:**

Before the Camp Fire on November 8, 2018, the Town of Paradise had a robust, VHF radio network with multiple frequencies for the Police, Fire and Public Works Departments. The system consisted of 5 receiver locations voted back to the transmitters via dedicated, copper wire, AT&T phone circuits and 1 mountaintop receiver voted back to the transmitters via a UHF link. The Camp Fire burned the copper phone line infrastructure, disconnecting all 5 wire-line voter sites. It also shorted out the power to the remote, UHF voted site. Public Works staff was able to restore the remote voter site to moderate functionality. However, we could not reconnect the wire-line voter sites because the AT&T copper wire communications infrastructure in Town is being replaced with fiber, and the fiber network is incompatible with the Town voter equipment in place.

Also as a result of the Camp Fire, the Paradise Police Department lost Dispatch staffing and are temporarily contracting with the Butte County Sheriff's Office (BCSO) to cover Dispatch services. BCSO is now using a legacy VHF radio system to communicate with Paradise personnel. Otherwise, BCSO transmits on a 700 MHz, digital, trunked radio network to communicate with their Deputies. BCSO cannot reliably tie the Paradise VHF systems into their 700 MHz system. Additionally, in October 2020, the California Department of Justice notified California Law Enforcement agencies that they are requiring all personal identifying information (PII) and criminal justice history information (CJIS) transmitted via radio, to be transmitted via secure networks. The Town's VHF system and equipment is incapable of meeting this new requirement.

## **DISCUSSION:**

Shortly after the Camp Fire, Town Management sanctioned a study of remaining Town radio equipment and what options the Town had to restore communications. The study confirmed the above summary of the status of the Town of Paradise radio systems and equipment. As a result, Town Management determined the most expedient course of action was to pursue connection with Butte County's Butte Regional Interoperable Communications System (BRICS) radio network. Staff began the process of restoring two-way radio communications capabilities throughout Town for Public Safety and Public Works by identifying equipment needed and the cost for the equipment and installation. This complex project will require the Town to replace all Town radio equipment and infrastructure, and will take many months to accomplish.

After initial working through insurance coverages and identifying the overall projected needs, the full project is moving forward with the process to contract with an outside vendor for a refined needs assessment and recommended systems implementation. In the meantime, to continue the process of re-establishing a robust communications network for employees to communicate with each other throughout Town, to communicate with the current Sheriff's Office provided Dispatch Services, as well as other County and regional cooperators, and for Police personnel to transmit and receive PII and CJIS information via radio daily to carry out their most basic functions and operations of the Departments mission, the Town must implement an interim, immediate solution. So the Town successfully obtained grant funding from the Butte Strong Fund, and purchased, six (6) portable radios capable of transmitting on the BRICS network. The Town is also in the application process for additional grant funding to purchase nine (9) more portable radios and 18 mobile radios capable of transmitting on BRICS. The goal of purchasing these radios is to leverage grant funding to immediately provide interoperable communications with the Butte County Sheriff's Office and all local Public Safety agencies, in a way that will comply with the security requirements of the California Department of Justice, without compromising the safety of Police personnel in the pursuit of their daily tasks.

Paradise Police staff have been coordinating with Butte County Information Systems staff to bring the new equipment online and introduce the radios to the BRICS network. As part of this process, Butte County has identified the costs and formalized the requirements for area agencies to utilize the BRICS network for daily radio traffic, through the Butte Regional Interoperable Communications System (BRICS) Primary User Agreement.

## **FINANCIAL IMPACT:**

Butte County identified the costs of implementing and maintaining the BRICS network, and determined a formula to recover their costs for hosting other agencies on the network. The BRICS Primary User Agreement specifically describes these costs and Appendix A summarizes the costs. The term of the agreement is for 15 years. The total initial annual cost per subscriber unit is \$554.44 (\$46.20 per month), as detailed below. The Reserve fee of \$15 per year, per subscriber unit, can increase to a maximum of \$30 per year, per subscriber unit, under the terms of this Primary User Agreement, Section 1. B. 5, for a potential maximum annual fee under this Agreement of \$569.44 (\$47.45 per month). The Maintenance portion of the fee is based on a ten (10) year software maintenance contract with Motorola that begins at the expiration of the warranty on the system components, and is in place April 2021 to April 2031. Any other changes to the fees will require good

faith renegotiation of the terms of this Agreement, as described in Section 2.

The Primary User Agreement is designed to allow for the addition of subscriber units as needed over time. The monthly fees for the first six (6) subscriber units were included in the Town of Paradise FY2020-21 budget and those units are now active on the County network. As additional units are purchased and added to the network, the fees will be added under the Primary User Agreement as noted in “Appendix A.”

In addition to the monthly fee, each municipality joining the BRICS Network must pay a one-time Participation Fee of \$100,000. The Butte County Department of Information Systems has agreed to allow the Town to spread this Participation Fee over the 102 total subscriber units the Town expects to add to the BRICS Network by paying \$1,000 per subscriber unit as they are brought onto the network, to a maximum of \$100,000 total. The first six (6) units currently being brought onto the network will cost the Town the \$1,000 Participation Fee and up to six (6) months of the monthly fee of \$46.20 per unit, for up to \$7,940.40 for December 2020 through June, 2021. Each additional subscriber unit will cost additional fees at the same rate of \$1,000 per unit initial Participation Fee and \$46.20 per month, per unit.

The current annual cost for full implementation of 102 subscriber units for the Town of Paradise is summarized as:

<b>ANNUAL CHARGES</b>		
<b>Primary Users</b>		
Agency Name	Town of Paradise	
Total Anticipated Subscriber Units	102	
<b>Rates at Full Implementation (102 Subscriber Units)</b>		
	Per Unit	Total
Subscription	\$358.82	\$36,599.64
Reserve	\$15.00	\$1,530.00
Maintenance	\$180.62	\$18,423.24
Total Annual Fee	\$554.44	\$56,552.88
Total Monthly Fee	\$46.20	\$4,712.74
<b>One-Time Participation Fee</b>		
Total Fee	\$100,000.00	
Participation Fee per Subscriber Unit	\$1,000.00	
Per Unit Fee (\$100,000 total cap)	\$100,000.00	

# BUTTE REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (BRICS)

## LICENSING AGREEMENT

### 1. DEFINITIONS

- A. AGREEMENT is defined as this Butte Regional Interoperable Communications System (BRICS) Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County for maintenance and operation of the Backbone and shall include, but not be limited to, the following:
- 1) Partial funding of County personnel permanently assigned to work on or administer the Backbone. The initial rate will be set at \$76,500/year. This rate will be monitored and periodically adjusted by County Administration as needed to minimize the variance between applied and actual cost.
  - 2) Costs of additional labor, materials and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades or replacements.
  - 3) Comprehensive General Liability and Casualty insurance costs, including reserves for deductibles, for the Backbone.
  - 4) System Upgrade Agreement (SUA) purchased through Motorola Solutions. Charges for the SUA will commence upon expiration of the Motorola Warranty period (currently anticipated as year 2 of County Operation of the system).
  - 5) A reserve for essential modifications for the Backbone. The reserve shall be financed by a surcharge upon the Annual Backbone Maintenance and Operation Fee. The surcharge shall initially be \$15.00 per Radio operating within the system. The surcharge may be modified from year to year with the approval of the Butte Regional Interoperable Communications Management Group (BMG) but shall not exceed \$30.00 per Radio operating within the system.
  - 6) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting procedures.
- C. ANNUAL USER PLAN is defined as an annual radio communications plan prepared by each Participant reflecting anticipated growth and usage plans. Such plans shall be submitted to the BMG on a date and in a format specified by the BMG.

D. BACKBONE is defined as:

- 1) All trunk repeater site equipment, including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
- 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.
- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
- 4) The electronic equipment in the various dispatch centers that appears on the BACKBONE side of the Demark Point and is used to translate the signals to a suitable audio or digital control signal for use by the dispatch center.

E. BMG is defined as the Butte Regional Interoperable Communications Management Group, which is comprised as set forth in Article 3.

F. CAPITALIZED START UP COSTS is defined as all procurement and installation costs including, but not limited to, proposal preparation costs, environmental review costs, construction costs, equipment purchase costs, and inspection costs of the BACKBONE.

G. COUNTY'S EQUIPMENT REPLACEMENT FUND is defined as the financing source to purchase the Backbone.

H. DATE OF ACCEPTANCE is defined as the date of acceptance for the BACKBONE as set forth in the contract for the acquisition thereof.

I. DEFERRED BACKBONE LICENSE is defined as the annual amount to be paid to the County over twelve (12) years and twelve (12) annual payments for participation in the System as set forth in Article 7. This fee represents the amount necessary to recover the Capitalized Start Up Costs.

J. DEMARK POINT is defined as a location, a point or a set of points in the same general area, where signals are transferred from the BACKBONE to End User Equipment.

K. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.

L. FCC is defined as the Federal Communications Commission of the United States.

M. PARTICIPANTS shall be defined as such of the following as enter into agreements as Participants with the County:

- 1) Butte County including the Butte County Sheriff's Department, the Public Works Department, the Public Health Department, and Other County departments.

- 2) Any public agency or municipality not listed above which enters into an agreement similar to this Agreement with the County and is issued a license to use the BACKBONE by the County.
- N. PARTICIPATION FEE is defined as an amount to be paid to the County by PARTICIPANT upon inception of the Subscriber Agreement and issuance of a license to use the BACKBONE. Initial PARTICIPATION FEE is one hundred thousand dollars (\$100,000) but may be waived or reduced by the BMG upon recommendation of the SYSTEM MANAGER. PARTICIPATION FEE will be retained by County as an Operating Reserve for unforeseen future costs to operate BRICS.
- O. PROPOSAL PREPARATION COSTS is defined as the actual costs to hire consultants to prepare the technical specifications of the RFP and to assist in the evaluation of the Vendors' Proposals.
- P. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- Q. RADIO is defined as any mobile, portable, control station, or base station radio. Although Radios purchased and used solely as maintenance spares are considered Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios, if applicable), voting rights, or other apportionment under this Agreement. Radios purchased and maintained as shelf stock but not yet operational within the System shall be considered spares, but Radios that are used intermittently or on standby other than for maintenance purposes shall not be considered spares. The Schedule shall have a separate tabulation of spare Radios.
- R. RFP is defined as the System Request for Proposal issued by the County.
- S. SCHEDULE is defined as the listing of the total number of Radios to be subscribed by all PARTICIPANTS as approved by the BMG and attached hereto as Attachment I.
- T. SECONDARY SYSTEM USER is defined as an agency which has received approval from the BMG to access the System on a separate revocable contract through one of the System Participants.
- U. SYSTEM is defined as the Butte Regional Interoperable Communications System. This System is intended to provide reliable radio coverage from all Radios at all outdoor locations and designated indoor locations, both as designed in the RFP.
- V. SYSTEM MANAGER is defined as the Director of Information Systems.
- W. TAC is defined as the Butte Regional Interoperable Communications System Technical Advisory Committee, which is comprised as set forth in Article 3.



- X. TOTAL BACKBONE LICENSE FEE is defined as the total amount to be paid to the County in a lump sum for participation in the System as set forth in Article 8. This fee represents the amount necessary to recover the Capitalized Start Up Costs.
- Y. VENDOR is defined as the company selected by County to design and supply the System.
- Z. VENDOR'S PROPOSAL is the proposal submitted to County as finally negotiated and set forth in a contract between Vendor and County.

**2. LICENSE – TERM OF AGREEMENT**

During the term of this Agreement, and so long as AGENCY is not in significant breach of its terms and conditions, County grants to AGENCY a non-exclusive license to use the Backbone and the System and all components thereof for all of their intended purposes.

This Agreement is effective as of the day and year first here-in-above appearing and shall continue thereafter from year to year until fifteen years after the Date of Acceptance.

The parties acknowledge that the Backbone was designed to meet the radio communication needs of the Participants for a fifteen year period and that at the end of the term of this Agreement, all or a portion of the Backbone may still have some remaining useful life. Therefore, the parties agree that no later than two years prior to the expiration of this Agreement, the parties shall negotiate in good faith the terms of an amendment to this Agreement to extend its term for the remaining useful life, if any, of the Backbone and to address whether operation of the Backbone for its remaining useful life will require a major capital investment(s) in equipment upgrades or replacements. To the extent reasonably practicable, any such extension shall be based upon and reflect the terms of this Agreement as it then exists.

The determination of the remaining useful life of the Backbone and whether a major capital investment(s) is required to continue operation of the Backbone shall be made by the BMG with the advice of the TAC or an independent consultant as it deems necessary. The costs, if any, of the appraisal shall be divided proportionately according to number of Radios owned and operated among the total number of Participants remaining at the time of the appraisal.

If no major capital investment is required to operate the Backbone during its remaining useful life, then AGENCY and the other Participants shall only be required to pay the County their pro rata share of the County's Annual Backbone Maintenance and Operation Fee as set forth in Article 9. If major capital investment is required to operate the Backbone during its remaining useful life or to extend its useful life, the parties agree that they shall negotiate in good faith with each other and all of the other Participants an amendment to this Agreement to address the terms for financing of

the procurement and installation costs of major capital improvements to the Backbone. If the parties cannot agree to the financing terms for such an amendment, then upon expiration of this Agreement, the County shall no longer be obligated to operate and maintain the Backbone for the benefit of AGENCY or the other Participants, and AGENCY shall no longer be entitled to access the Backbone.

If at any time during the term of this Agreement, it becomes necessary as the result of the action of the FCC or other regulatory or legislative body to expend more money than is available in reserves for the purpose of bringing the System into compliance, AGENCY shall pay its pro rata share thereof based upon the formula set forth in Article 10, or, in the absence of an acceptable agreement to do so, the parties will treat participation under this Agreement as having been terminated for convenience pursuant to the following paragraph and Article 16.

In the event this Agreement terminates due to the expiration of the useful life of the Backbone, or in the event the County determines that it is no longer practical to continue to operate the System, the parties shall negotiate in good faith among themselves and the other Participants to arrive at a mutual and satisfactory solution to their then existing radio communications problems. To the greatest extent possible, this solution shall involve sharing of facilities and costs and making use of existing facilities or sites.

### **3. BMG AND TAC – CREATION, ORGANIZATION, AND AUTHORITY**

#### **A. BMG**

- 1) The voting membership of the BMG shall be as follows:
  - (1) One member appointed by each Participant;
  - (2) One member appointed by the Butte County Sheriff.
    - (a) Each appointing authority shall appoint one alternate voting member who shall have full authority to act in the absence of the member to whom he or she is alternate. All appointments of voting members and alternates shall be communicated in writing to the Director of Information Systems, or the successor thereto, who shall act as Secretary to the BMG.
    - (b) Each Participant shall appoint such auxiliary non-voting members to the BMG as it deems appropriate. These members shall have full rights to participate in BMG activities and discussions, except voting. It is expected that each Participant will appoint sufficient members to fully represent all of its communication interests and to provide BMG of sufficient breadth and depth of knowledge and experience to adequately carry out its responsibilities. Each Participant shall notify in writing the

Director of Information Systems of all such appointments and of the termination or expiration thereof.

- 2) The BMG shall meet on a periodic basis and when requested by the Director of Information Systems or a voting BMG member, but such frequency shall not be less than semi-annually, at a time and place designated by the Secretary, who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the BMG shall constitute a quorum thereof. Unless otherwise specified in the Agreement, a majority of the voting power of the full BMG shall be required to act. Each voting member of the BMG shall have one vote for each Radio which is part of the System and is owned or controlled by his or her agency.
- 3) The BMG shall have the authority to:
  - (1) Elect officers and conduct meetings;
  - (2) Advise the Director of Information Systems as to all matters relative to the construction, expansion, operation, and management of the System;
  - (3) Approve new Participants and Secondary System Users of the System. The County may not allow additional Secondary System Users nor enter into Agreements with new Participants without the consent of the BMG. If a new user is a Participant, the BMG shall determine the appropriate fee structure for the Backbone pursuant to Article 8. The Deferred Backbone License Fee, Participation Fee, and the Annual Backbone Maintenance and Operation Fee on account of a Secondary System User shall be the same as if the Secondary System User were an individual Participant, except that the BMG may specify a usage level for the Secondary System User and may reduce its Fees by factors which the BMG considers appropriate, which factors need not be the same for both Fees;
  - (4) Review and approve, disapprove or return for modification, Annual User Plans;
  - (5) Determine how much capacity, if any, is available to a Participant who wishes to reenter the system after termination of participation pursuant to Article 15 ("terminating party") In making such determination, the BMG shall consider on the one hand that the terminating party has paid or is obligated to pay for certain capacity in the Backbone, and, on the other hand, any commitments of such capacity to other Participants or users, it being the intention of the parties to this Agreement that reentry by any such terminating party shall not be permitted if such reentry causes an unreasonable exhaustion of capacity, diminution of reasonable expectations as to growth and capabilities, or shortening of the expected

life of the System beyond that which might reasonably have been expected had the terminating party not terminated participation and the vacated capacity been otherwise committed;

- (6) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the BMG;
- (7) Establish procedures for, consider and, to the extent possible, resolve all disputes between the parties or any of the Participants;
- (8) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

#### B. TAC

- 1) The membership of the TAC shall be as follows:
  - (1) One member appointed by each Participant;
  - (2) One member appointed by the Butte County Sheriff.
    - (a) Each Participant may provide additional members to represent the interests of the Participant. Representatives on the TAC shall jointly provide services in kind without compensation from the Systems funding.
    - (b) The TAC shall meet on a periodic basis and when requested by a TAC member, the BMG, or the Director of Information Systems, but such frequency shall not be less than semi-annually, at a time and place designated by the chairperson.
  - (3) The TAC shall be the primary body for the review and discussion of technical performance issues concerning the operations, reliability, and maintenance of the System. The TAC shall advise and make suggestions and recommendations concerning operations, reliability, and maintenance for the chairperson to carry forward to the BMG or Director of Information Systems for review and policy direction.
  - (4) During the period of System Construction, the TAC members shall assist the System project manager to ensure the System's construction meets the requirements of the purchase and construction contracts.

#### 4. **DESIGN OF THE BACKBONE**

The County shall procure and install the Backbone. The parties acknowledge that the Backbone may be designed and constructed at an operational efficiency level which is less than the optimum design capacity of the Backbone as a means of reducing the costs of procurement and installation of the Backbone. At the time of execution of the Agreement, the initial level of operation has been essentially determined with input

and advice from the BMG and the TAC. The balance of the design and construction during implementation and construction shall be determined by the Director of Information Systems with input and advice from the BMG and the TAC.

**5. OWNERSHIP OF BACKBONE**

County shall hold legal title to all equipment comprising the Backbone during the term of this Agreement and upon its expiration, termination, or cancellation.

**6. MAINTENANCE AND OPERATION OF BACKBONE**

County shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Articles 1 and 9 hereof. County shall devote as much staff time as necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

**7. DEFERRED BACKBONE LICENSE FEE**

AGENCY shall pay County a Deferred Backbone License Fee to be calculated as follows:

A.  $A \times B \times (C \div D)$

B. Where A = The Capitalized Start Up Costs, including financing costs during construction, less prepayments per Article 8.

C. B = county's Fixed Asset Acquisition Fund's Future Value interest rate factor of 1.467846778 based upon 3.25% interest rate for 12 years.

D. C = Total number of Radios owned and operated by AGENCY as of January 1st of each year preceding the Deferred License Fee annual due date or a minimum of 50% of the AGENCY's Radios per the Schedule (Whichever is greater).

E. D = Total number of Radios owned and operated by all Participants as of January 1st of each year or a minimum of 50% of all Radios per the Schedule (whichever is greater), excluding Radios owned and operated by Participants who have prepaid the Total Backbone License Fee per Article 8.

F. County shall send AGENCY an invoice for the amount of the Deferred Backbone License Fee by May 1st of each year. This fee shall be due and payable no later than July 1st of each year. Interest shall accrue at the rate of ten (10) percent per annum from the July 1 due date. This Fee shall only be applicable during the first thirteen years.

G. If AGENCY purchases and operates at least ten percent (10%) more Radios between January 1st and July 1st than the total number of Radios owned and operated by AGENCY as of January 1st, County shall send AGENCY a supplemental invoice which AGENCY shall pay as part of its Fee. In the

subsequent year's invoices County shall credit the other Participants on a pro rata basis for an appropriate portion, if any, of the Fees collected as a result of such supplemental invoices.

**8. TOTAL BACKBONE LICENSE FEE**

In lieu of paying the Deferred Backbone License Fee over twelve years, AGENCY may pay County a Total Backbone License Fee at any time prior to the date that the first progress payment is due the Vendor under the Backbone acquisition contract.

**9. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE**

AGENCY shall pay County an annual fee for Maintenance and Operation of the Backbone each year during the term of this Agreement as set forth in Appendix A, and calculated as follows:

- 1)  $G \times (C/D) = \text{Annual Backbone Maintenance and Operation Fee}$
- 2) Where C = Total number of Radios owned and operated by AGENCY as of January 1st of each year preceding the Deferred License Fee annual due date or a minimum of 50% of the AGENCY's Radios per the Schedule (Whichever is greater).
- 3) D = the total number of Radios owned and operated by all Participants as of January 1st of each year or a minimum of 50% of the Radios per the Schedule (whichever is greater),
- 4) G = Total annual County Maintenance and Operation Costs as set forth in the definition of Annual Backbone Maintenance and Operation Fee in Section B of Article 1 above.
- 5) County shall send AGENCY an invoice for the amount of the Annual Backbone Maintenance and Operation Fee by May 1st of each year. This fee shall be due and payable not later than July 1st of each year. Interest shall accrue at the rate of ten percent (10%) per annum from the July 1 due date.

**10. PURCHASE OF END USER EQUIPMENT**

AGENCY is responsible to purchase End User Equipment compatible with the P25 system. County contract does not allow for pass-through purchases at this time.

**11. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT**

AGENCY must purchase End User Equipment for Secondary System Users directly.

**12. OPERATION OF RADIOS**

County shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use

within the System without first being approved as to compatibility by the BMG or the System Manager.

### **13. SYSTEM OPERATIONS**

County and AGENCY agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under jurisdiction of the Director of Information Systems. The director of Information Systems shall be responsible for administration of this Agreement and the System. The BMG shall advise the Director of Information Systems in accordance with Article 3. In the event the Director or Information Systems reports to County's Board of Supervisors and any recommendation therein is contrary to advice rendered by the BMG, the Director of Information Systems shall state to the Board of Supervisors the position of the BMG. Technical operation decisions shall be subject to the advice of the TAC with the approval of the BMG.

The Director of Information Systems, with the advice and consent of the BMG, may make rules, regulations, and policies with respect to the System and its usage, and all users shall comply with those rules, regulations, and policies. In addition, all users shall comply with all applicable provisions of this Agreement and with all applicable regulations of the FCC or any other governmental agency having jurisdiction over System usage.

AGENCY shall file an Annual Use plan on or before such date as shall be specified by the BMG. At such time as the plan is approved by the BMG, it shall be binding except with the further consent of the BMG.

The County may contract with any Participant or Secondary System User for additions or improvements to the System provided that the cost thereof is borne in a manner which does not affect non-consenting parties and the additions or improvements are approved by the BMG.

The County may contract with additional agencies for use of the System. Any such contract shall be upon essentially the same terms and conditions as this Agreement and shall provide that such new Participant shall have the same rights, duties, and obligations as the original Participants. Any such contract shall require the payment by the new Participant of an appropriate Backbone License and Participation Fee which shall be the same as the Total Backbone License Fee as determined by the BMG that would have been paid had the new Participant been a user since the inception of the system together with interested calculated.

Any such contract shall be first approved by the BMG as to availability of capacity and remaining useful life of the Backbone. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the BMG, but not exceeding the end of the 12-year period of Article 7.

**14. FREQUENCY ALLOCATIONS**

County and AGENCY agree that if additional frequency capacity is desired to be added to the System, AGENCY, after approval by the BMG, may apply to the FCC for a license and shall pay all applicable fees.

Participants may have frequencies that have been assigned to them by the FCC. The parties agree that these frequencies will be pooled for use by all of the Participants and users during the term of this Agreement and shall be subject to the management of the County and the System Manager. Each Participant retains all rights to the frequencies it has pooled.

**15. PUBLIC SAFETY**

County and AGENCY agree that Public Safety shall be given priority access to the communications functions of the System over other uses of the Backbone.

**16. TERMINATION OF PARTICIPATION FOR CONVENIENCE**

AGENCY may terminate its participation in use of the Backbone pursuant to this agreement for its convenience at any time upon 120 days advance written notice. In the event that AGENCY terminates participation pursuant to this Article for its convenience, AGENCY shall still be obligated to pay the Deferred Backbone License Fee. In the event that participation is terminated, AGENCY shall no longer be entitled to access the Backbone or membership on the BMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and Operation Fee for the Backbone until such time as AGENCY elects to recommence participation by providing 120 days advance written notice of its election. Any such notice of termination or recommencement of participation shall be effective as of July 1st next following the expiration of the 120 day notice period.

**17. CANCELLATION FOR BREACH**

Should either party fail to substantially perform its obligations in accordance with the Agreement provisions, the other party shall thereupon have the right to serve upon the breaching party a written notice of breach and requirement to cure. The notice shall advise the other party of the nature of the breach and provide a reasonable opportunity to cure. Such opportunity shall provide a minimum of 30 days (seven days in the case of non-payment of money) following the date of service in which to cure the default, or, if the default is of such a nature that it cannot reasonably be cured within 30 days, to provide a plan for curing and to commence the cure and diligently prosecute it to completion. If the breaching party fails to cure within the period specified, the other party may serve upon the breaching party written notice of cancellation specifying the reasons therefore and the date of cancellation which shall not be sooner than 30 days following the date the notice is served.



If AGENCY cancels for breach and it is subsequently determined that County did not fail to substantially perform its obligations in accordance with the Agreement, then cancellation for breach by AGENCY shall be deemed and treated as termination of participation for convenience.

The parties agree that the rights granted under this Agreement for use of the System are unique, and in the event of a breach of the Agreement by County, the remedy of cancellation may be inadequate. Therefore, in the event of a material breach by County, AGENCY shall be entitled to the remedy of specific performance and any other remedy available at law or in equity.

## **18. REMEDIES OF COUNTY UPON TERMINATION OR BREACH**

- A. In the event of termination by AGENCY of participation for convenience, County shall continue to bill AGENCY pursuant to Article 7, and AGENCY shall be obligated to continue to pay such billings in the same time and manner as had there been no termination.
- B. In the event of failure of AGENCY to make any payment required herein when due, County may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County may bring an action or actions from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.
- C. During any period of time that AGENCY has terminated participation in accordance with Article 16, the County shall be free to contract for and license the use of any capacity previously used by and any frequencies pooled by AGENCY pursuant to the provisions of this Agreement which are not taken by AGENCY upon termination of participation. Any right of AGENCY to revoke the termination and rejoin the system shall be subject to availability of capacity and frequencies at the time of re-application.

## **19. INDEMNIFICATION**

- A. To the extent permitted by law, each party hereto does hereby assume liability for, and agrees to defend, indemnify, protect, save, and keep harmless the other party and its directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind of nature whatsoever to persons or property caused by or in any way relating to or arising out of:

- 1) Any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the indemnifying party or any of its directors, officers, agents, servants, or employees in its or their performance hereunder; or
  - 2) Violation by the indemnifying party or any of its directors, officers, agents or employees of any applicable federal, state or local laws and ordinances, and any and all lawful orders, rules and regulations issued by any authority with jurisdiction over the System.
- B. In the event that both parties are responsible for any part of any liability hereunder, liability therefore shall be shared according to the principles of comparative fault.
- C. The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. County's indemnification costs shall not be subject to recoupment as a Backbone operating cost.

## **20. RELATIONSHIP BETWEEN THE PARTIES**

Nothing herein shall be construed to create, nor do the County or AGENCY intend to create by the terms hereof, any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, independent contractor, or master-servant. It is expressly contemplated by the parties that the County will execute with each of the Participants an agreement essentially the same as this agreement and that those agreements and this Agreement will be considered together and will form the legal framework for the System. Any amendment to this form Agreement between County and any Participant for the benefit of a Participant shall first be approved by the BMG and shall be offered to all other Participants.

## **21. ASSIGNMENT – SUCCESSORS AND ASSIGNS**

Neither party may assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the other party. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.

## **22. MAINTENANCE OF RECORDS**

County shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. County shall also maintain for

a period of three years the financial information and data used by County in the preparation or support of the proposed or actual costs under the Agreement.

**23. AUDIT**

County agrees to permit AGENCY, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this Agreement at any reasonable time during the term of this Agreement. County shall have the right to inspect and audit at any reasonable time the books, records, and facilities of AGENCY relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

**24. NOTICES**

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be given in the following manner:

To AGENCY:

Chief of Police  
Paradise Police Department  
Town of Paradise  
5595 Black Olive Drive  
Paradise, CA 95969

To COUNTY:

BRICS System Manager  
Department of Information Systems  
County of Butte  
308 Nelson Ave  
Oroville CA 95965

**25. GOVERNING LAW**

The interpretation and enforcement of the Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The parties agree to submit any disputes arising under the Agreement to a court of competent jurisdiction located in Butte County, California.

**26. NONWAIVER**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**27. MODIFICATION**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

**28. SEVERABILITY**

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall remain in effect.

**Appendix A****Summary of Charges**

The term of this agreement is for 15 years. The total initial annual cost of the fee per subscriber unit is \$554.44 (\$46.20 per month), as detailed below. The Reserve fee of \$15 per year, per subscriber unit, can increase to a maximum of \$30 per year, per subscriber unit, under the terms of this Primary User Agreement, Section 1. B. 5, for a maximum annual fee under this Agreement of \$569.44 (\$47.45 per month). The Maintenance portion of the fee is based on a ten (10) year software maintenance contract with Motorola that begins at the expiration of the warranty on the system components, and is in place April 2021 to April 2031.

Any other changes to the fees will require good faith renegotiation of the terms of this Agreement, as described in Section 2.

The current annual cost for full implementation of 102 subscriber units for the Town of Paradise is summarized as:

<b>ANNUAL CHARGES</b>		
<b>Primary Users</b>		
Agency Name	Town of Paradise	
Total Anticipated Subscriber Units	102	
<b>Rates at Full Implementation (102 Subscriber Units)</b>		
	Per Unit	Total
Subscription	\$358.82	\$36,599.64
Reserve	\$15.00	\$1,530.00
Maintenance	\$180.62	\$18,423.24
Total Annual Fee	\$554.44	\$56,552.88
Total Monthly Fee	\$46.20	\$4,712.74
<b>One-Time Participation Fee</b>		
Total Fee	\$100,000.00	
Participation Fee per Subscriber Unit	\$1,000.00	
Per Unit Fee (\$100,000 total cap)	\$100,000.00	

BRICS LICENSING AGREEMENT

The current annual cost for full implementation of the six (6) initial portable radio subscriber units for the Town of Paradise is summarized as:

<b>INITIAL ANNUAL CHARGES</b>		
<b>Primary User - Town of Paradise</b>		
Initial Subscriber Units	6	
Rates at Initial Implementation (6 Subscriber Units, and per each additional unit added)		
	Per Unit	Total 6 Initial
Subscription	\$358.82	\$2,152.92
Reserve	\$15.00	\$90.00
Maintenance	\$180.62	\$1,083.72
Total Annual Fee	\$554.44	\$3,326.64
Total Monthly Fee	\$46.20	\$277.22
<b>One-Time Participation Fee</b>		
Total Fee	\$100,000.00	
Participation Fee per Subscriber Unit	\$1,000.00	
Per Unit Fee (\$100,000 total cap)	\$6,000.00	

BRICS LICENSING AGREEMENT

In Witness Whereof, the parties have entered into this Agreement on the day and year first hereinabove appearing.

COUNTY OF BUTTE

TOWN OF PARADISE

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

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

Chair, Board of Supervisors

Steve Crowder

Mayor, Town of Paradise

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

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

Joshua C Kincheloe  
Interim Director, Information Systems

Kevin Phillips  
Town Manager

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

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

Approved as to Form  
Mark Habib  
Town Attorney



**Town of Paradise**  
**Council Agenda Summary**  
**Date: January 12, 2021**

**Agenda Item: 6(a)**

**ORIGINATED BY:** Katie Simmons, Disaster Recovery Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** After Action Report  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

1. Consider accepting the After Action Report; and,
2. Authorize Town staff to implement the actions in the Corrective Action Plan (ROLL CALL VOTE)

**Background:**

At the October 22, 2019 Special Town Council meeting, the Town Council unanimously approved a charitable donation from Direct Relief of \$49,976.20, to fund an After Action Report prepared by Constant Associates, and to authorize the Town Manager to take all actions to implement the findings in the After Action Report. Constant Associates, a third-party emergency management and public health preparedness consulting firm, had already been commissioned to prepare a similar report for Butte County and was contacted for the project in Paradise by Council Member Zuccolillo.

**Analysis:**

After several months of meeting with stakeholders including Town officials and first responders, Constant Associates has prepared a draft After Action Report presented here. The After Action Report consists of (1) a summary of Constant Associate's methodology, (2) a review of the events of the Camp Fire, and (3) thematic findings and recommendations which are detailed in the AAR and then summarized in a separate document called the Corrective Action Plan (CAP). The CAP is a listing of the items outlined in the AAR for implementation by Town staff and first responders; no other information not listed in the AAR is included in the CAP. The After Action Report concludes with the stakeholder survey results, a list of hot wash participants, and additional participants involved in preparing the Report.

From the Executive Summary, the "purpose of the AAR is to collect and share information from the Town of Paradise's perspective regarding the response and recovery efforts of the Camp Fire. It documents both lessons learned from the Camp Fire as well as best practices in hopes that the Town and other jurisdictions will be able to apply these concepts and enhance their capacity for future responses."

Areas of particular focus – themes – include:

- I. Notification, Alert, and Warning
- II. Evacuation



- III. EOC Operations
- IV. Interagency Coordination
- V. Public Information
- VI. Continuity of Government

Within each theme, the AAR outlines strengths and areas for improvement, with recommendations in each category. The areas of strength focus most often on the strength of relationships within the region, the Town's ability to be agile during the disaster despite the odds, and acts of heroism.

Recommendations within areas for improvement are summarized below – extended versions and additional context are included in the AAR, All are summarized in the CAP.

- I. Notification, Alert and Warning
  - a. Work with BCSO on coordinating and testing mass notification efforts to reduce duplication of effort and promote the health and safety of residents; document and reflect in all plans, procedures, and policies at Town and County; educate public so community is clear on how messaging works and what agency will be disseminating what information.
  - b. Review with first responders the thresholds for issuing evacuation orders; with BCSO, review, refine, harden system for managing mass notification process; evaluate capacity to handle high volume 911 calls.
  - c. With BCSO, develop two redundant methods for issuing evacuation warnings and orders; document in all plans, procedures, trainings, and policies.
- II. Evacuation
  - a. Explore new technologies for maintaining situational awareness of evacuation efforts.
  - b. All agencies should agree on how information should flow from the field to the Town EOC.
  - c. Develop a Regional Evacuation Plan.
  - d. Ensure the provision of services to areas under evacuation including emergency response routes.
  - e. Engage persons with DAFN\* to better situate them to evacuate successfully; update all plans to ensure persons with DAFN\* are sufficiently addressed.
  - f. Exercise “worst case scenario” disasters yearly to keep Town staff aware.
  - g. Update Evacuation Plan to include an evacuation of the entire Town at one time.  
*DAFN: Disability, Access, and Functional Needs*
- III. EOC Operations
  - a. Revisit ISP and Town EOC communication flow between agencies to define standard reporting pathways; continue utilizing CalFire liaisons.
  - b. Develop resilient, multilevel staffing system including retired staff, volunteers, and EMMA teams.
  - c. Ensure Town EOC is survivable and functional in all-hazards environment; work with County to develop strategies for joint mission capable EOC facilities throughout the County.
  - d. Review and integrate documentation to record all emergency/disaster costs with EOC Finance/Admin Section.
  - e. Publish EOC official phone list to other agencies; identify a call “screener.”
- IV. Interagency Coordination
  - a. Facilitate discussion with County regarding communication pathways for shelter updates between the County EOC and affected towns and cities.
  - b. Coordinate with Butte County Public Health and Animal Control to develop draft ordinances related to animal authorities for institution during an emergency;

- advocate for more resources for the County's animal control resources.
- V. Public Information
    - a. Identify three (3) Town staff to be fully trained on serving as Public Information Officers; share PIO best practices internally with department heads; develop PIO staffing augmentation plans utilizing trained volunteers and mutual aid.
    - b. Update social media policies pertaining to Town staff and elected officials to ensure unity of public messaging is enforced; host internal workshop on public information for Town staff and elected officials on the impacts of unified vs. disjointed public information; leverage workshop to review social media policies.
  - VI. Continuity of Government
    - a. Formalize processes for accessing critical information following a disaster where Town is displaced; ensure redundancies.
    - b. Establish Memorandum of Agreement (MOA) with local housing providers to provide temporary housing to Town officials.
    - c. Ensure mechanisms are in place to relieve staff of duty when feasible and provide mental and behavioral health resources for handling trauma following disaster.

Town staff have conducted two meetings with department heads to prioritize and assign responsibility and deadlines to the recommendations in the Corrective Action Plan. Initial meetings have been set with the City of Chico and Butte County emergency management teams to begin discussing the regional recommendations.

The CAP will be consolidated into the following categories which will be overseen internally by the Emergency Planning Team consisting of the Town Manager, Police and Fire Chiefs, Department Directors, and retired Fire Chiefs as assigned:

- Regional & Operation Area Planning
- Technology
- Training
- Communications
  - Internal
  - External
- Documentation / Updating Plan
- EOC – Staffing, Roles & Responsibilities, Physical location(s), Succession, discuss co-location with County

While some of the objectives have already been met, particularly in hardening the Town's IT infrastructure, Town staff will work toward implementing as many priorities as possible before the next fire season begins.

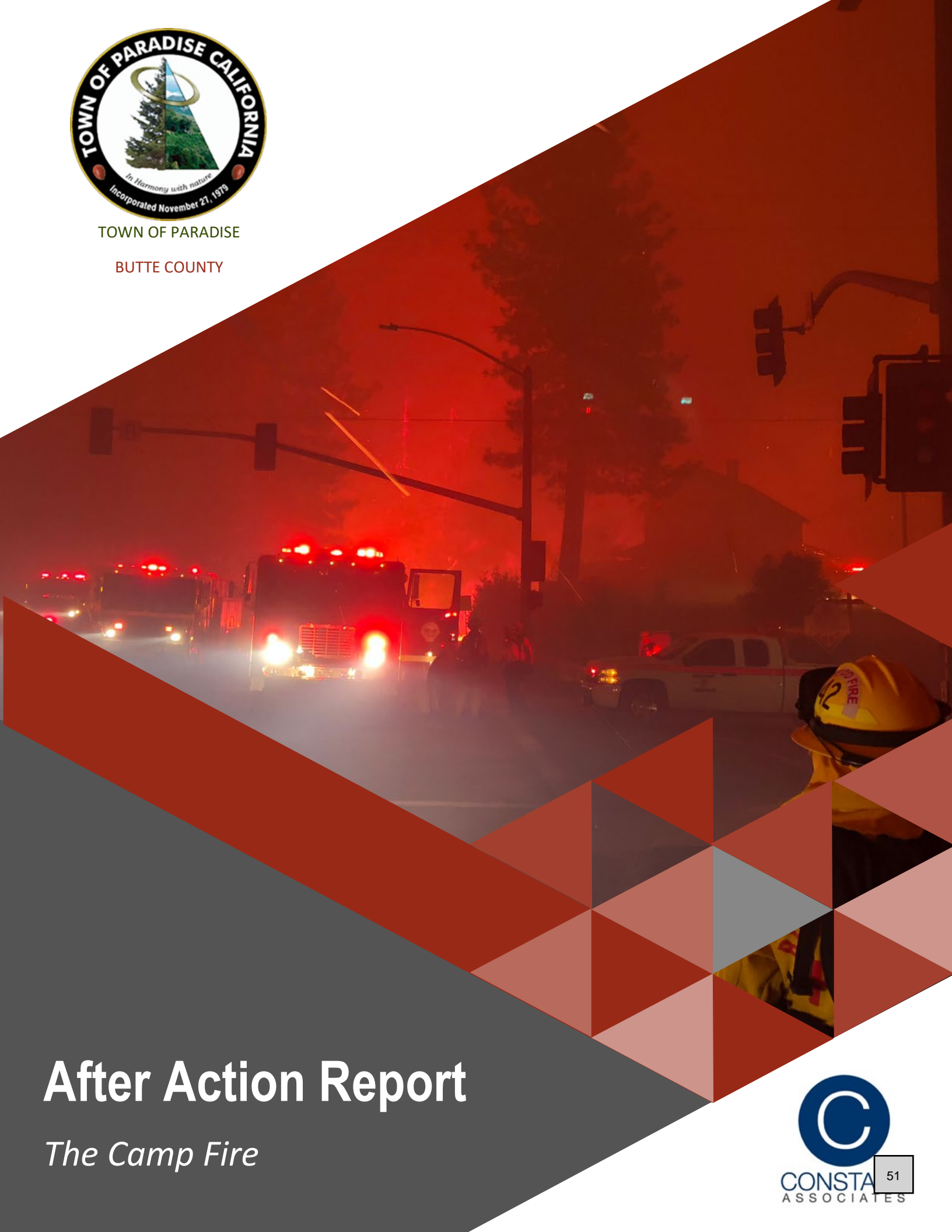
**Financial Impact:**

There is no financial impact to the general fund for this item; some staff time will be involved in implementing the Corrective Action Plan.



TOWN OF PARADISE

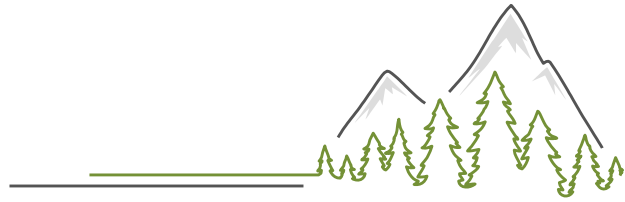
BUTTE COUNTY



# After Action Report

*The Camp Fire*



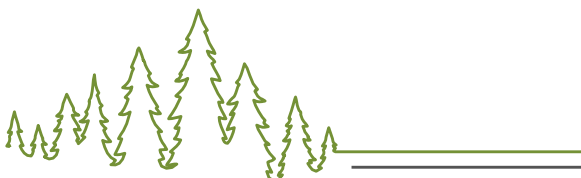


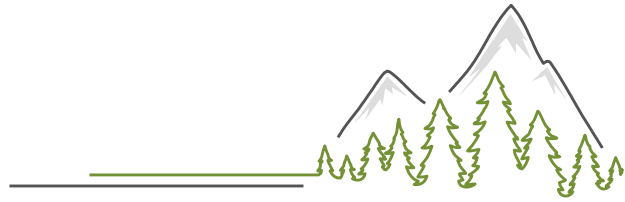
## Executive Summary

### PURPOSE

The purpose of this report is to collect and share information from the Town of Paradise's perspective regarding the response and recovery efforts of the Camp Fire. It documents both lessons learned from the Camp Fire as well as best practices in hopes that the Town and other jurisdictions will be able to apply these concepts and enhance their capacity for future responses. As the community continues to recover, this report will bolster their ongoing resilience efforts. While this report cannot change the outcomes of the incident, through sharing perspective, it can potentially save lives, protect property, and mitigate the impacts of future disasters.

This After Action Report (AAR) highlights specific best practices from the perspective of responders and key stakeholders which could benefit the Town and other jurisdictions. The report organizes all findings into specific themes, generated from data collected on the response to and recovery from the Camp Fire through stakeholder interviews, an online survey, and group discussions. Each theme addresses both strengths and areas for improvement identified by Town staff and response partners. Specific recommendations for improvement are listed for each theme and are addressed in a separate document, the Corrective Action Plan (CAP).



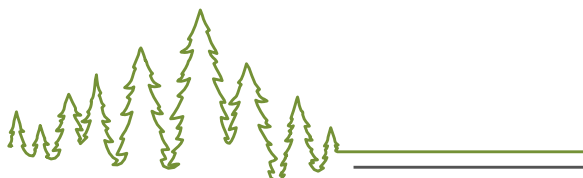


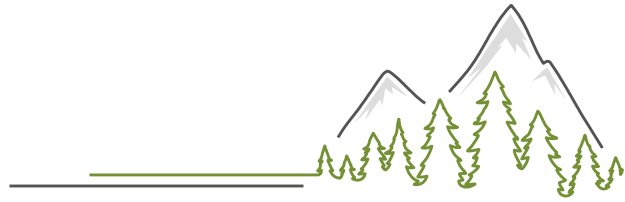
## AFTER ACTION PROCESS

This report was developed by Constant Associates, Inc. (CONSTANT) a third-party emergency management and public health preparedness consulting firm. CONSTANT provided a team of emergency management experts to collect data through documentation reviews, stakeholder interviews, surveys, and facilitated group discussions.

Through a multi-pronged data collection and organizational process, CONSTANT analyzed the data collected and developed findings and recommendations for improvement in future disaster responses. This report focuses on a defined time frame and aims to capture the best practices and lessons learned from the Town of Paradise that were exhibited during the Camp Fire response and recovery efforts beginning November 8, 2018 and ending December 15, 2018.

Recommendations for improvement have been captured and are listed within the Analysis of Findings section of this report. Recommendations have been developed to support continued and future action the Town will implement to enhance its preparedness, response, recovery, and mitigation capabilities. The most notable significant strengths and areas for improvement are highlighted in the following section.

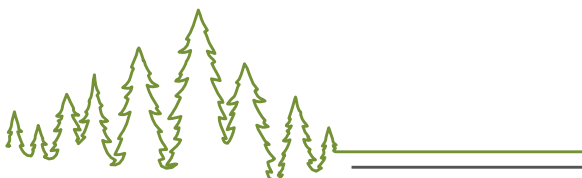


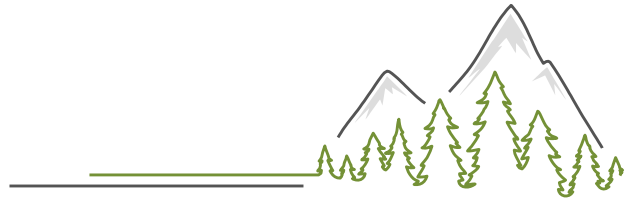


## SIGNIFICANT STRENGTHS

The following were identified as the most notable strengths exhibited during the Town of Paradise Camp Fire response.

- Town staff, CAL FIRE, and Paradise Police Department remained adaptable to a rapidly evolving incident. Town staff and Paradise Police Department continuously found ways to support the life-saving mission. Due to the progression of the fire within Paradise, CAL FIRE transitioned from fire-fighting to life-saving, sheltering residents in place during the evacuation with support from Paradise Police Department.
- The entire community displayed an extraordinary capacity for heroism and came together to help the Town in various avenues, from evacuation to recovery.
- Prior knowledge and socialization of the Town of Paradise Evacuation Plan proved helpful during evacuation, as the public was familiar with evacuation procedures such as contraflow.
- Emergency Operations Center (EOC) training and experience in multiple previous disaster scenarios enabled staff to rapidly transition into emergency response and recovery roles.
- The Town EOC successfully relocated to the alternate EOC in Chico as a result of pre-established relationships and agreements with City of Chico.
- The Town's relationships with neighboring jurisdictions and other related response organizations allowed for the implementation of best practices established through responses to previous disasters, such as search and rescue and missing persons operations, as well as access to resources which greatly expanded the Town's overall capability.

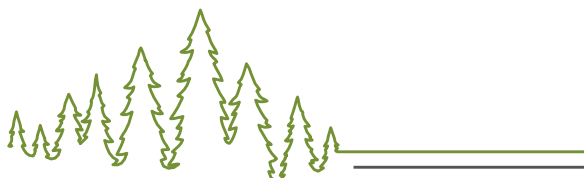




## | SIGNIFICANT AREAS FOR IMPROVEMENT

The following were identified as the most notable areas for improvement exhibited during the Town of Paradise Camp Fire response.

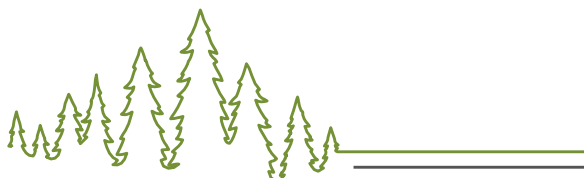
- Due to the rapidly changing incident which caused the failure of communications systems, there was a lack of coordination between responding agencies concerning the mass notification process during the Camp Fire. This resulted in delayed or absent emergency notifications.
- Due to the presence of ember-ignited spot fires throughout the Town and communications failures, it was difficult to maintain situational awareness between agencies and departments during evacuation and other immediate response operations.
- There was insufficient information flow between the field and Town EOC Operations on the day of November 8<sup>th</sup> due to the rapid loss of communication infrastructure, the fast pace of the incident, and the evacuation of the Town EOC to the alternate EOC in the City of Chico.
- Addressing public information needs throughout the Camp Fire was a challenge due to the continuously changing nature of the incident and an insufficient number of staff trained as Public Information Officers (PIOs).
- There were challenges associated with staffing response roles, as many of the Town staff were adversely impacted by the disaster themselves.
- The current EOC does not have sufficient space or communications infrastructure to support a large, catastrophic emergency response.





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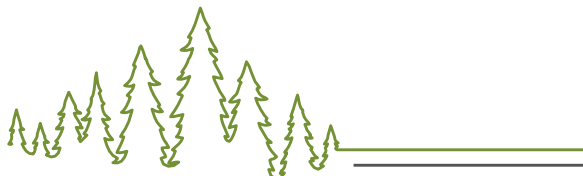
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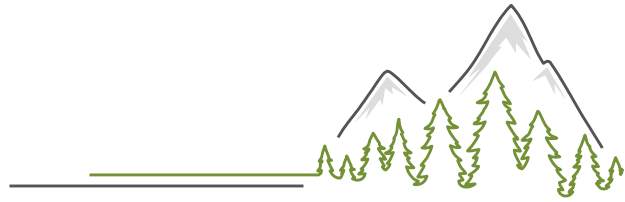
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## Introduction

### ACKNOWLEDGEMENT AND THANKS

The Town of Paradise would like to extend their gratitude to their faithful residents for their support and resilience through these incredibly difficult times. Alongside the first responders, Butte County, and countless partner organizations and jurisdictions, the support that poured in through response and recovery efforts did not go unnoticed. The response to the Camp Fire ultimately required support from multiple county, city, state, and federal responders, hundreds of volunteers, and countless Paradise residents, all of which were instrumental in providing a helping hand to neighbors and community members.

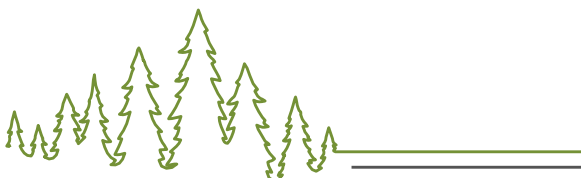
Despite the enormous tragedy, the response efforts seen from all individuals and groups highlighted the unity needed to aid in overcoming these difficulties. The commitment to help the community heal was universally recognized. For this, the Town of Paradise would like to thank everyone who offered his or her time, dedication, and determination during the event that changed the history of the Town of Paradise forever.

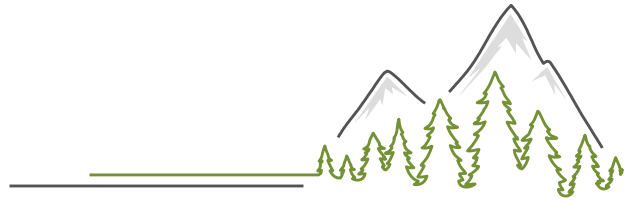
### DEDICATION

This report is dedicated to all the victims and survivors of the Camp Fire, those who lost their lives, their property, and their community. While the Camp Fire destroyed the Town, no disaster could wound the spirit of Paradise. This report recognizes the catastrophic and deplorable circumstances of the Camp Fire, but even more strongly emphasizes the resilience of the community and the potential for a Town of Paradise rebuilt to better withstand the impacts of disaster.

### CONTRIBUTORS

The Town of Paradise thanks all who contributed to the development of this report. A list of individuals who helped author this document, reviewed drafts, participated in interviews and discussions, and provided data is available in the appendix of this document. This report would not have been possible





without the assistance of these individuals. Their commitment to the Town is apparent through their contribution to this project and their role in the Camp Fire response and recovery efforts.

This AAR was written and developed by CONSTANT, a third-party private sector emergency management and public health preparedness consulting firm contracted through donated emergency response funds (via Direct Relief) from the Camp Fire to compile this AAR/CAP.

## SCOPE OF AFTER ACTION REPORT

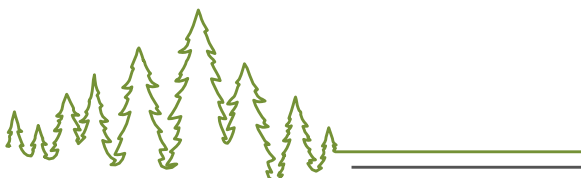
This AAR was written with the intent to comprehensively collect the best practices and lessons learned to enhance the capabilities of the Town of Paradise and to share their experiences with others. The scope of this report specifically covers the response efforts by the Town to the 2018 Camp Fire. The data gathered, analyzed, and reported in this process encompasses the response period through the Town's re-opening. Specifically, this report focuses on the Town's activities between November 8, 2018 and December 15, 2018.

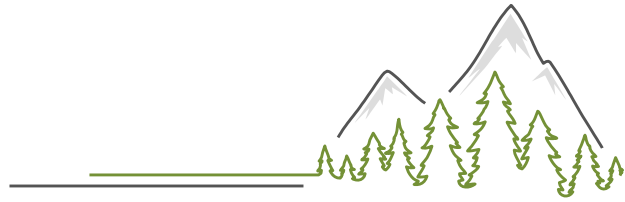
## METHODOLOGY

This AAR has been compiled using a multi-pronged data gathering approach. This included a comprehensive review of existing plans and incident documentation, an online survey distributed to key stakeholders, group and individual interviews according to response roles, and a facilitated Hot Wash discussion with Town and partner response officials. Additionally, the data collected and synthesized was reviewed and approved through various Project Oversight Meetings. All data was reviewed and analyzed by a team of emergency management professionals to provide a fair and honest analysis of the response and the development of realistic and actionable improvement recommendations.

## DOCUMENT REVIEW

Experts from CONSTANT collected and reviewed established Town of Paradise policies and procedures to compile data for this report. Additionally, the team conducted a historical review of disasters and wildfires in the region and reviewed documentation developed during response and recovery to the





Camp Fire. Through this process, CONSTANT performed an analysis of activities performed during the Camp Fire response. A sampling of referenced documents includes but is not limited to:

- Town of Paradise – Emergency Operations Plan
- Town of Paradise – Evacuation Traffic Control Plan
- Town of Paradise – Citizen Planning Guide for Disaster Preparedness

## | SURVEY

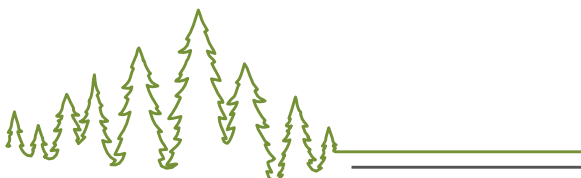
An electronic survey was developed and distributed widely to collect individual responder feedback. Recipients of the survey include EOC staff, department representatives, responders, and other key stakeholders.

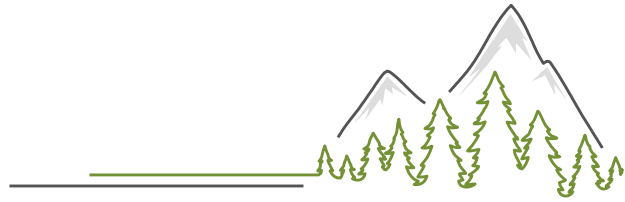
Survey participants were asked to share what they observed as strengths as well as any areas for improvement regarding response and recovery efforts occurring within the scope of this document. Data from the surveys informed the construction of themes in this report. The survey provided a forum for all participants to have an opportunity to contribute their perspectives and experiences to this report.

## | INTERVIEWS

One-on-one and group interviews were conducted to review major events that determined the critical issues and strengths related to the response and recovery efforts, to fill information gaps within research, and to verify information and key findings. These interviews allowed participants to outline critical preparedness activities that occurred prior to the incident, as well as list self-identified key strengths and areas for improvement relating to response and recovery efforts.

Approximately 10 interviews were conducted to include interviews with participants on unique perspectives on efforts such as alert and notification, evacuation, repopulation, Town EOC Operations, and more.



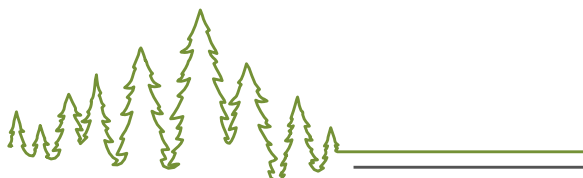


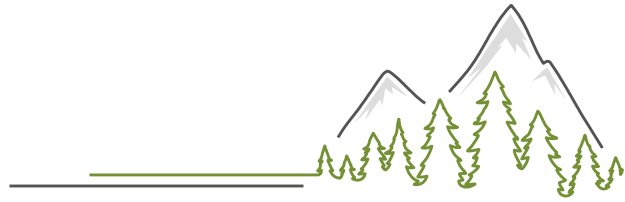
## | FACILITATED GROUP DISCUSSION

A facilitated group discussion called a Hot Wash was conducted to engage Town stakeholders in dialogue concerning the successes and challenges faced during the Camp Fire. The Hot Wash was divided into two sessions: one outlining strengths and one focusing on areas for improvement. The sessions allowed CONSTANT to capture Hot Wash participants' accounts of the Camp Fire response and initial recovery efforts. Additionally, CONSTANT distributed and collected Hot Wash participant worksheets that served as auxiliary notes from the meeting and as additional data points for substantiation of report findings.

## | ORGANIZATION OF REPORT

This AAR aims to provide readers with an overview of the Town response and recovery efforts following the Camp Fire. Overall, this report provides context to the conditions, events, and factors that occurred during the incident. This report is organized into an Incident Overview, Analysis of Key Findings, and detailed write-ups about the major themes of the Town response and recovery efforts. Those themes include evacuation, interagency coordination, Town EOC operations, repopulation, and others. Those themes share strengths and areas for improvement resultant from the data collection process. Corrective actions, which align with each individual finding, are included in the Analysis of Findings and are compiled with the CAP.





## Incident Overview

The Town of Paradise has historically been found to be at high risk for wildfire events. Since 1999, there have been 13 large wildfires that have burned through areas of the Northern California ridge and threatened the Town.<sup>1</sup> The 2008 Humboldt Fire began on the opposite side of Town as the Camp Fire, yet favorable weather conditions helped to contain the spread before it could result in the devastating destruction the Camp Fire caused. The combination of the terrain and climate pose a unique threat to the Town of Paradise and the rest of the region, which has routinely resulted in EOC activations and multi-jurisdictional incident responses. Because of this history and susceptibility to wildfire, the Town of Paradise has focused on bolstering its preparedness through efforts such as evacuation zone planning, evacuation drills, and ready set go information dissemination.

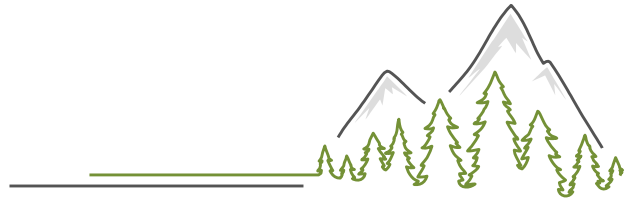
The Camp Fire was first reported to CAL FIRE at 6:33 AM on the morning of November 8, 2018. The brush fire started in the community of Pulga but rapidly spread to the Town of Paradise. It is not uncommon for fires to start in this same area, yet no previous fires had escalated at the rate experienced with the Camp Fire.<sup>2</sup> Previous fires that started in the Pulga community were far less threatening and never reached the Town's limits. On the morning of November 8, however, a fallen power transmission line paired with ideal meteorological conditions started the United States' deadliest and most destructive wildfire in a century. Shortly after, the rush of fleeing residents and a massive evacuation effort became a race against time for the community to escape the Town before flames consumed it. In the end, it destroyed an estimated 95% of buildings and properties within the Town of Paradise, including fields, homes, businesses, and neighborhoods.

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<sup>1</sup> Gafni, Matthias (December 2, 2018). "Rebuild Paradise? Since 1999, 13 large wildfires burned in the footprint of the Camp Fire". The Mercury News.

<sup>2</sup> Trinidad, Anna (December 11, 2018). "911 Camp Fire calls reveal confusing and chaotic moments" (Wildfires). KTVU.





## DEVELOPMENT OF THE CAMP FIRE

On November 6, 2018, because of forecasted conditions, the National Weather Service (NWS) issued a red-flag warning for the Northern California region. The forecast cited the development of dry, unseasonably hot temperatures and high velocity winds in tandem with a rapidly decreasing humidity index as cause for increased threat of wildfire.<sup>3</sup>

On November 7, Pacific Gas and Electric (PG&E) notified the Town of Paradise that they were considering instituting a public safety power shutoff (PSPS) due to alarming weather conditions and high winds. In response, the Town prepared for the PSPS by activating their EOC to a level one activation. This preparation would allow the Town to communicate with citizens by various means during the shutoff. A final decision to shut off the power was to be made by PG&E at 4:00 AM on November 8. When that time came, PG&E decided not to shut the power down in the Town of Paradise.<sup>4</sup> Later, on the morning of November 8, a PG&E power transmission line issue was reported near the community of Pulga, which is about seven miles east of Paradise. The first reports of a fire near Poe Creek Dam were made at 6:33 AM and, by the time CAL FIRE arrived, the small brushfire that would come to be known as the Camp Fire had already spread to ten acres in size.<sup>5</sup>

Town of Paradise officials had little time to react to news of the fire, as it spread so quickly it reached the town border by 7:45 AM. To make matters more severe, the weather conditions during the day and subsequent fire spotting made it nearly impossible to understand the progression of the fire. Sunrise visibility limitations and high velocity winds caused firefighting air resources to be delayed as the fire spread 19 miles across the local mountain range before assistance could arrive. In addition to delaying resource deployment, the strong wind gusts carried embers to multiple locations creating spot fires that rapidly spread throughout the Town.

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3 Newberry, Paige St John, Anna M. Phillips, Joseph Serna, Sonali Kohli, Laura. "California fire: What started as a tiny brush fire became the state's deadliest wildfire. Here's how". *Latimes.com*.

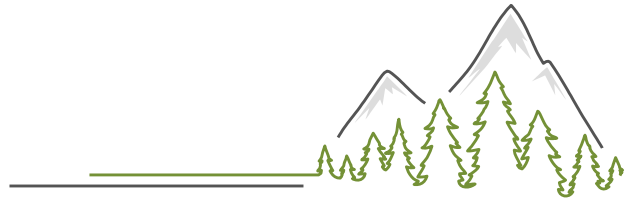
4 Gafni, Matthias (November 9, 2018). "PG&E power lines may have sparked deadly Camp Fire, according to radio transmissions". *The Mercury News*.

5 Johnson, Alex (January 13, 2019). "Head of California electric utility quits amid fallout from deadly wildfires". *NBC News*.





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The Town EOC was activated by 8:07 AM on November 8, 2018. Staff that came in to perform their normal daily duties immediately shifted into EOC positions and emergency responsibilities.<sup>6</sup> Some employees, working outside both their normal and emergency roles, assisted in the field with evacuation out of necessity. By 9:30 AM, due to imminent fire danger, personnel began evacuating the Town EOC, which is located at Town Hall, and relocated to the pre-established, alternate EOC in City of Chico, where they provided coordination support for the duration of the fire and the time following.<sup>7</sup> By noon, the California Governor’s Office of Emergency Services’ (Cal OES) State Operations Center (SOC) was activated to support local response efforts for the Camp Fire.

The Town-wide evacuation was a massive undertaking riddled with complex challenges. Due to the fire conditions, Town residents and officials did not have access to the information they needed in order to optimally execute the evacuation plan. Some officials stated that they relied on the news media and residents themselves to update them on where the fire was, as information flow proved difficult due to damaged communications infrastructure.<sup>8</sup>

Due to the rate of spread of the fire, all major evacuation corridors quickly became extremely congested, causing delays and standstills. With the primary fire from the east (Pulga) and spot fires developing from the north (Magalia) and west (Butte Creek Canyon), evacuees fled from all directions to a confluence point at the intersection of Skyway and Pearson Road.<sup>9</sup> Public Works staff, recognizing they were needed in the field to help direct traffic, worked in coordination with first responders to optimize the flow of traffic at this critical intersection. This was done by managing traffic queues full of cars, which were each being threatened by flames from the Pentz Road corridor and the upper Skyway corridor. Staff at this intersection funneled traffic outbound down Skyway, south of this intersection (five-lanes wide) to absorb three lanes from fleeing upper Skyway traffic and two lanes from fleeing Pearson Road traffic.<sup>10</sup> This technique was effective and provided a continuous flow of traffic towards the edge of Town Limits. At no time during the evacuation event was the intersection of Skyway and Pearson a critical “bottleneck”, limiting the flow of traffic. Free-flow speeds were never achieved by the

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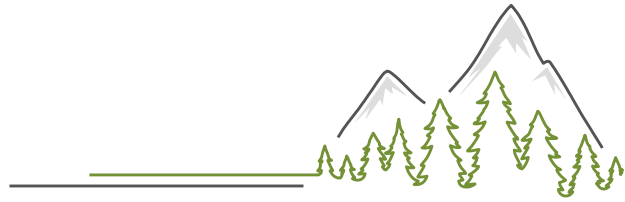
6 Town of Paradise Camp Fire Hot Wash  
7 Stakeholder Interview  
8 Stakeholder Interview  
9 Town of Paradise Camp Fire Hot Wash  
10 Stakeholder Interview







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evacuating public until they were either outside of Town Limits (free from imminent danger) or having reached the heavily impacted City of Chico transportation network.

The community banded together to propel evacuation efforts in the midst of communication failures. Town staff and council members cite extensive emergency planning and training which helped to create a community that was prepared, even if they were not able to handle the magnitude of the Camp Fire. As the fire appeared on their doorsteps, neighbors informed one another of the looming danger and offered evacuation assistance. Staff and residents took on jobs outside of their normal scope to assist with the evacuation effort. In the midst of escaping, many had stopped to pick up those who were stuck without transportation, or whose cars had run out of gas or were ignited by the fire.

Due to spot fires and the rapid spread of the wildfire, response priorities focused on evacuation rather than fire suppression. As fire resources were sent to Pulga and Concow to initially suppress the fire, resources encountered heavy traffic getting back into the Town of Paradise, as cars trying to get out of Town blocked the access of emergency service vehicles.<sup>11</sup> Neighboring jurisdictions including the Chico Police Department stepped in to assist with evacuation efforts. There were not enough resources to stop the spread, so first responders were diligent in directing their rescue efforts toward saving as many lives as possible. While evacuation gridlock slowed resource procurement, many first responders and Town staff drove around the town pulling as many people as possible to points of protection, such as local churches and shopping center parking lots. All the while, their own homes were possibly being lost in the chaos.

The community banded around the Town's large senior citizen population and persons with disabilities and others with access and functional needs (DAFN). They were aided by fellow community members, who offered to drive them to safety. Schools, hospitals, and other large facilities were quickly evacuated in large part with the help of their own faculty and staff, who stayed behind to coordinate those efforts before evacuating themselves. Those "in the moment" decisions made by residents, volunteers, and staff in the field have been cited as having saved countless lives.<sup>12</sup>

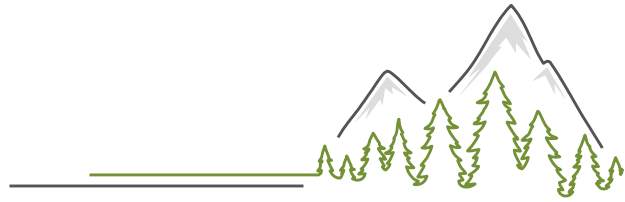
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<sup>11</sup> Ravani, Sarah, "California wildfire: Destructive Camp Fire grows to 70,000 acres", San Francisco Chronicle (November 9, 2018)  
<sup>12</sup> Stakeholder Interviews





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The planned and trained use of contra-flow (one-way evacuation) along Skyway between Neal Road and the City of Chico was the single most effective tool deployed for evacuating the public. Although first responders were aware the public was being evacuated to a corridor, which at times, was actively burning, this was the best course of action available and was critical in the success of the evacuation. CAL FIRE utilized air-attacks, dropping loads of water over areas threatened by the spread of fire, hoping to slow the fire's progression.

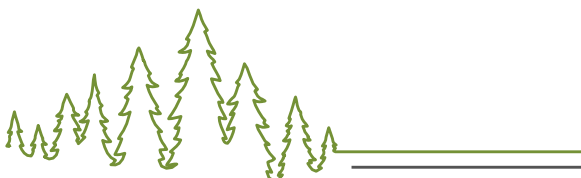
Trained staff including Police, Public Works, mutual aid responders, and other volunteers like Town Council Members completed management of traffic at critical intersections. Due to the size, speed, and reach of the event, coupled with the geographical layout and existing infrastructure of the Upper Ridge and transportation capacity of neighboring communities, little more could have been done given the resources and personnel available to achieve more favorable outcomes. A university study projected that it would take eight hours under "blue-sky" normal traffic conditions to evacuate the entire Town of Paradise and over five hours with the immediate contraflow of Skyway between Neal Road and the City of Chico.<sup>13</sup> During the Camp Fire, Paradise achieved a Town-wide evacuation in less than six hours.

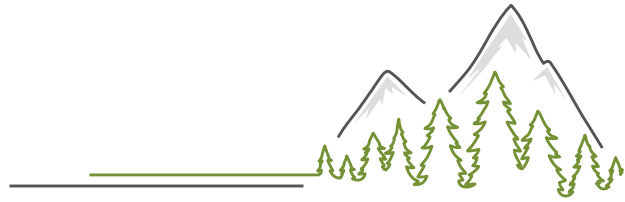
In the coming days, resources from all over the Western United States would be sent to Paradise to assist in the fight to contain the fire. By November 10<sup>th</sup>, this included 5,596 firefighters, 622 engines, 75 water tenders, 101 fire crews, 103 bulldozers, and 24 helicopters.<sup>14</sup> At the same time, fire departments in Southern California were fighting the Woolsey Fire and resources from 17 other states were provided to help both regions.

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<sup>13</sup> Stakeholder Interview

<sup>14</sup> "Camp Fire". InciWeb Incident Information System, United States Forest Service.

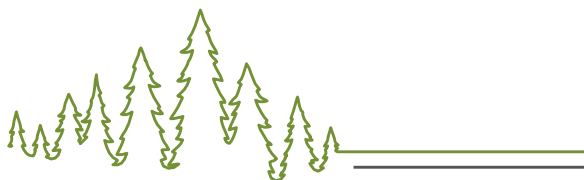


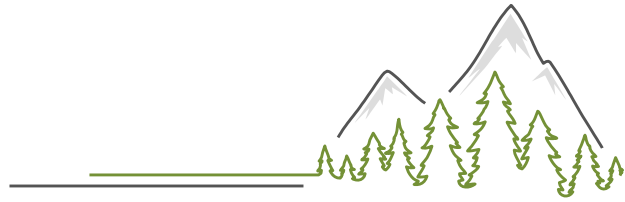


## AFTER THE FIRE

On November 25, after 17 days of burning, CAL FIRE reported that the Camp Fire had finally reached 100% containment. In Chico, a Disaster Recovery Center (DRC) was opened on November 16 to help residents access services provided by the local, state, and federal agencies throughout the recovery process. With reports that the fire destroyed 95% of buildings within the Town of Paradise, it has caused a major housing crisis in the Town and region. Individuals remained in shelters until the last one was closed in February 2019, while others waited to procure temporary housing units provided by the Federal Emergency Management Agency (FEMA), some of which took more than six months to receive.

With more than 20,000 people moving into the City of Chico since the fire occurred, their population has swelled by 20%. Since then, many residents have moved completely, with a large number moving out of state because of the high cost of living and lack of available and affordable housing in the area. Debris management and cleanup has taken up a considerable amount of resources, as the Camp Fire resulted in one of the largest hazardous material cleanup operations in the state's history. Recovery efforts continue to this day alongside efforts to rebuild in a manner that mitigates the impact of future disasters. Yet Town leaders remain hopeful for the future, with one Council Member stating, "I don't know any other community that could survive and come back from this".





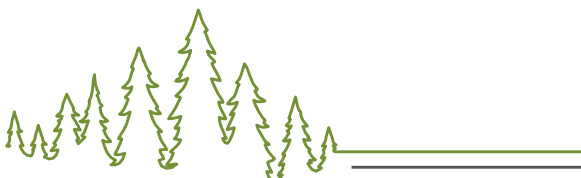
## Analysis of Key Findings

### SUMMARY

The following sections of the report detail the strengths and areas for improvement regarding response and recovery efforts for the Camp Fire by the Town of Paradise. These findings were developed through a comprehensive analysis of resources provided by the Town and further research by the CONSTANT team. The data and information collected to inform these findings included stakeholder interviews, documentation review, facilitated group discussions, and online surveys. Patterns which emerged from the data collection process helped to inform the identification of overarching themes, which are presented below. Each theme contains a summary which provides an overview of efforts specific to the section theme made during the Camp Fire response. Following this summary, specific findings which are organized into strengths and areas for improvement, are presented with substantiating data to support each finding. Lastly, recommendations, which align with each finding, are provided to outline corrective actions which the Town may pursue to better prepare for future disasters.

The following themes have been identified for this AAR:

- Notification, Alert, and Warning
- Evacuation
- EOC Operations
- Interagency Coordination
- Public Information
- Continuity of Government





## Notification, Alert, and Warning

### SUMMARY

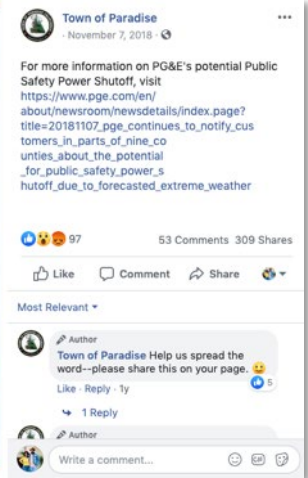
The rapid pace at which the Camp Fire incident evolved on the early morning of November 8, 2018 was truly unprecedented and had historic, catastrophic impacts. Despite the planning and preparedness actions initiated by the Town of Paradise prior to the Camp Fire, the complexity of the incident deeply challenged the Town's ability to protect those who live, work, learn, visit, and do business there.

**Potential PG&E Power Shutoff Nov 8**

Due to expected extreme fire danger conditions due to a high wind event expected at 4 am Nov. 8th, PG&E is considering a power shutoff for residents of several foothill communities including the Town of Paradise. The Town of Paradise urges residents to prepare in case the power is shut off, as it may take 2-3 days for power to be restored. To prepare, residents are advised to:

- Charge cell phones (cell phone service may be effected)
- Have flashlights ready/check batteries
- Gas up cars
- Prepare for dark traffic signals and treat them as four way stops
- Allow for extra time to reach destinations
- If you have power-related medical needs, take the necessary steps now to prepare.

PG&E may decide not to shut off power if weather conditions change, however it doesn't hurt to be prepared. The Town's Facebook page will be updated as new information is released. If Facebook is not available, Radio AM1500 will also have information for residents.



Town of Paradise Facebook Post on PG&E PSPS on November 2.

Source: <https://www.facebook.com/townofparadise/>

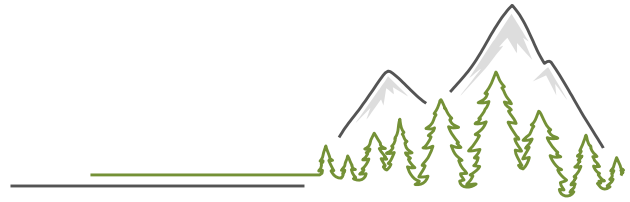
In accordance with section 2.3 of the Town of Paradise Emergency Operations Plan (EOP), Town officials

were monitoring weather reports and PG&E updates on November 7.15 Due to impending high wind conditions over the next 24 hours, the Town took proactive steps to prepare for a PPS.

Town leadership set up phones with a preset message about the high wind advisory and instructed Town staff to fuel up their vehicles by nightfall. The Town published information regarding the potential PG&E PPS on its Facebook page to alert Facebook followers of the potential PPS event. Staff had undergone prior training in setting up the EOC and understood the roles they would play once the EOC was activated.

15 Town of Paradise. Emergency Operations Plan, November 2011 (page 33)





Town staff received the first notification about the fire around 7:15 AM on November 8. At that time, the fire was still miles east of Paradise in the Pulga community. The fire was not yet presenting a threat to the Town of Paradise. Within the same hour, the conditions of the fire changed very rapidly, aggressively, and unpredictably, presenting Town officials with a barrage of challenges.<sup>16</sup>

**OVERCOMING COMMUNICATION  
HURDLES**

“There seemed to be a communication breakdown. Everyone did the best they could under the circumstances.”

- Survey Respondent

As the Camp Fire incident unfolded, it was extremely difficult for the Town to establish and maintain a common operating picture. Evacuation orders were typically made through the EOC in close coordination with field-level response leadership. Due to the extreme speed of the fire and in an effort to save as many lives as possible, a town-wide evacuation was requested by CAL FIRE Incident Commanders. The Paradise Police Department immediately began to implement CAL FIRE’s request to evacuate the Town. Police communications personnel advised Police Command Staff and all Police personnel in the field. Police personnel began advising any citizens they contacted that they needed to evacuate immediately. Police Command Staff notified the EOC Director of the immediate evacuation order by phone. Lessons from past fires indicated a need

for orderly evacuations by zones that are limited in scope to allow for traffic to flow instead of creating traffic jams caused by too many vehicles on the roads at any one time. Since no fire department representative was able to be present in the EOC, upon notification of CAL FIRE’S request to evacuate the Town, the EOC Director attempted to confirm the request with the Paradise Fire Chief. This led to a delay between the time the Police Department advised the EOC of CAL FIRE’S request to evacuate the Town and when the appropriate mass alert and warning messaging was triggered.

The Town notified its personnel and formally activated the EOC, but it was apparent that the fire was moving faster than the Town’s leadership could effectively react.<sup>17</sup> At 8:13 AM, the Town used its official Facebook page to publish an immediate evacuation order, which included the Town evacuation map, for evacuation zones 3, 8, 14, 2, 7, and 13. At 8:44 AM, the Town used its mass notification system, CodeRED, to send its first mass alert.<sup>18</sup> It was later discovered that large portions of the Town did not receive the alert. While the system will

<sup>16</sup> Town of Paradise Camp Fire Hot Wash  
<sup>17</sup> Stakeholder interview  
<sup>18</sup> Los Angeles Times Public Record Request November 30, 2018





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automatically send alerts to AT&T landlines in Town, residents must voluntarily sign up in advance in order to also receive emergency alert notifications by cell phone, text message, and email. Further complicating the matter, the Camp Fire spread at such an alarming rate that its flames consumed the communications connections of many of the cellular towers that serviced the area, causing massive network and systems failures.<sup>19</sup>

Early on, CAL FIRE shifted its efforts from a fire suppression mission to a life-saving mission. Realizing the insurmountable technology failures, Town staff, first responders, and community members alike began going door to door alerting residents of the fire and assisting people who needed assistance getting off the ridge.<sup>20</sup>

## STRENGTHS

**Strength 1: Town of Paradise staff remained adaptable to the rapidly evolving incident and found ways to overcome communication challenges in support of the life-saving mission.**<sup>21</sup>

It was emphasized during the Town of Paradise’s Camp Fire Hot Wash how impressive it was to see the Town’s staff sticking together, remaining flexible, and focusing on saving the Town’s residents from the catastrophic fire amid the information gaps and the communication system failures. The dangerous dynamics surrounding the Camp Fire presented insurmountable challenges to the Town. The perfect execution of even the best planning and preparedness efforts would not have completely shielded the Town from the impacts of this life-threatening incident. Hot Wash participants expressed that, while not all decisions were executed to perfection during the response, there was an overall sense of unity and cooperation across the team with regards to saving lives.

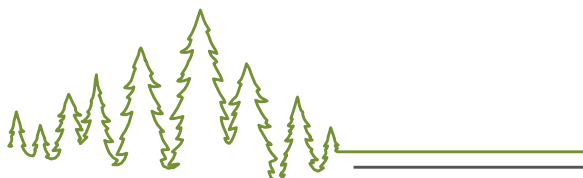
**Recommendation 1:** Town of Paradise leadership should identify strategies for building upon and investing in its cultural foundation of collaboration through workshops, trainings, and exercises. Outcomes of these events should be documented and incorporated into the Town’s annual training and exercise program.

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<sup>19</sup> NPR – Officials Assess Response To Camp Fire In Northern California <https://www.npr.org/2018/12/10/675210407/officials-assess-response-to-camp-fire-in-northern-california>

<sup>20</sup> Stakeholder interview

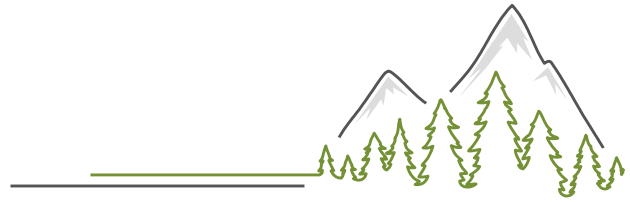
<sup>21</sup> Town of Paradise Camp Fire Hot Wash







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**Strength 2: Town of Paradise notification processes for EOC staff worked according to plans.**

It was expressed during the Hot Wash and through online surveys that the notification of EOC personnel was organized and seamless, and that it functioned in accordance to previously established training standards. The steps the Town of Paradise took to activate its EOC in response to the Camp Fire showed that EOC staff were prepared and that activation protocols had been well exercised.

**Recommendation 2:** Using the Camp Fire as a case study, the Town should discuss and identify best practices related to notifying key personnel of an EOC activation. Further, the Town should document those best practices and incorporate them in the planning and execution of quarterly notification drills for all key personnel.

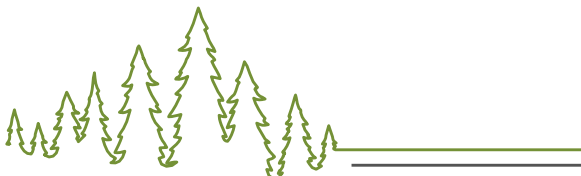
**AREAS FOR IMPROVEMENT**

**Area for Improvement 1: Butte County and the Town of Paradise demonstrated a lack of coordination regarding the mass notification process during the Camp Fire.**

Incident documentation and stakeholder interviews highlight the fact that the Butte County Sheriff's Office (BCSO) and the Town of Paradise were both sending mass notifications to Town of Paradise residents using two completely separate CodeRED accounts. There was no apparent coordination of these messages. This lack of coordination could have caused major confusion and further compromised the safety of Paradise residents.

**Recommendation 1a:** The Town of Paradise should initiate a meeting with the BCSO to develop an effective strategy for coordinating mass notification efforts facing the Town of Paradise. This coordinated process should eliminate the potential for duplication of effort and should promote the health and safety of Paradise residents. Further, the process should be documented and reflected in all relevant policies, plans, and procedural documents at the Town and the County levels.

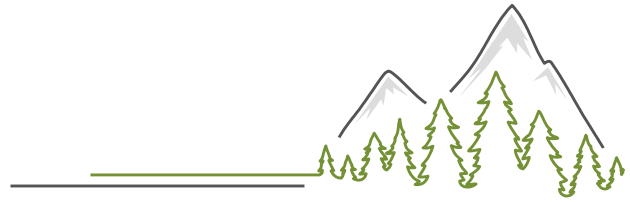
**Recommendation 1b:** The Town of Paradise and the BCSO should jointly develop a mass notification system test schedule to include the dissemination of coordinated messaging from one central system to the Town of Paradise residents. In addition, both entities should jointly spearhead a public outreach campaign to ensure the whole community is clear on how messaging works and is familiar with what agency will be disseminating messaging under specific disaster circumstances.







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**Area for Improvement 2: The overwhelming speed of the fire and the lack of situational awareness created a delay for officials to trigger a Town-wide evacuation order and initiate its alert and warning process.**

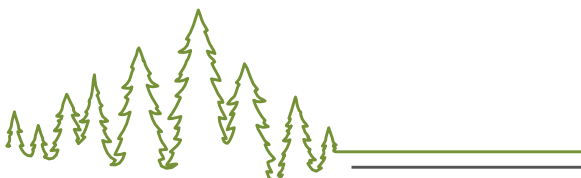
It was underscored during stakeholder interviews that the lack of timely, accurate, and consistent information from the field significantly challenged the ability of Town leadership to determine the appropriate course of action in the immediate response to the fire. It was noted that senior leadership within the Paradise Police Department had contacted the EOC Director to request a full evacuation of the Town based upon the rapidly worsening fire conditions. It was further noted that the EOC Director, due to a lack of situational awareness and inconsistent information, opted to first verify the recommendation with the Fire Chief before triggering such a response. While the Town's Evacuation Plan and the process for activating it had been well established, trained to, and exercised, the plan largely accounts for a zone-by-zone evacuation model. It was not anticipated that an immediate, Town-wide evacuation would be required. The lack of situational awareness as well as the catastrophic magnitude of the Camp Fire's scope quickly overwhelmed the Town's preparedness efforts, which led to the dissemination of conflicting information early in the incident and a delay in triggering the alert and notification process for a Town-wide evacuation.

**Recommendation 2a:** Town of Paradise leadership should coordinate a meeting with Paradise Police Department and CAL FIRE leadership to review and discuss thresholds for issuing evacuation orders on behalf of the Town. Special attention should be given to the necessary thresholds and processes for determining the need for a Town-wide evacuation. Processes identified and agreed upon should be documented and incorporated in all relevant policies and plans.

**Recommendation 2b:** In conjunction with the BCSO, the Town of Paradise should review, refine, and harden the systems it has in place for managing its mass notification process in the face of catastrophic incidents. This effort should also include a thorough evaluation of the capacity of Paradise Police Department dispatch personnel to effectively and simultaneously manage high volumes of 911 calls and the Town's mass notification process during incidents like the Camp Fire.

**Area for Improvement 3: During the Camp Fire, the Town of Paradise lacked redundant mechanisms for alerting its residents about the fire and prompting immediate evacuations.**

As described during stakeholder interviews, when the cellular towers and power went down, Town staff, first responders, and community members went door-to-door in an effort to alert residents of the pending danger, encouraging them to immediately evacuate. While these efforts were heroic and saved many lives, it is



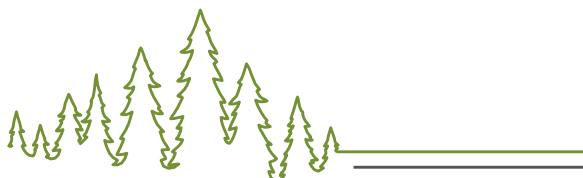


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important to note that there was no planned process for emergency notifications beyond the technology that failed.

**Recommendation 3:** In conjunction with the BCSO, identify and implement at least two redundant methods for alerting Town residents of their need to evacuate. Document the methods in all relevant policies and procedures at the County and Town levels. Further, incorporate the use of these methods in the Town’s annual training and exercise program.





## Evacuation

### SUMMARY

On the day of November 8, 2018, the Town of Paradise experienced a catastrophic fire that was exacerbated by high wind and extremely dry conditions. The fire was so severe that it overwhelmed the Town's emergency preparedness and planning efforts as well as the Town's infrastructure. With a fire that at some points spread as fast as the length of 80 football fields per second, expeditious evacuation was necessary to save the lives of the Town's residents.

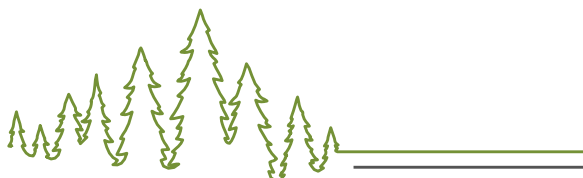
The already perilous fire combined with communication failures, posed extreme challenges to the evacuation of the Town. However, Town of Paradise staff, first responders, and the community came together to ensure the safety of the Town's residents and successfully evacuate the entirety of Paradise. First responders were quick-thinking and innovative, deviating from established plans and protocols and sheltering residents in place to save lives when evacuation was not possible.

Previous preparedness efforts in socializing and testing the Town Evacuation Plan proved advantageous, even during a disaster of such a severity, as the community knew how to safely evacuate and did so in a calm manner. Good samaritans helped persons with DAFN or those who had no mechanism for evacuation due to vehicles being engulfed in flames. Overall, the entire Town of Paradise was successfully evacuated thanks to the Town's planning efforts, the heroism of the entire community, the support by regional partners, the innovative actions and quick-thinking performed by first responders, and the resilient culture of the Town of Paradise.

### EVACUATION

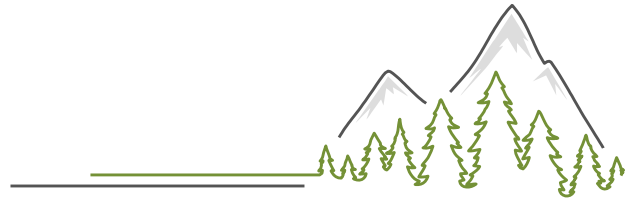
“Field personnel worked with each other and mutual aid partners as well as they could, with the limited communications capabilities available, to adapt to the ever changing situation. This included utilizing non-traditional routes, impromptu assembly points and innovative tactics to assist those entangled in traffic to survive the fire until it had passed, and they were able to evacuate.”

- Survey Respondent





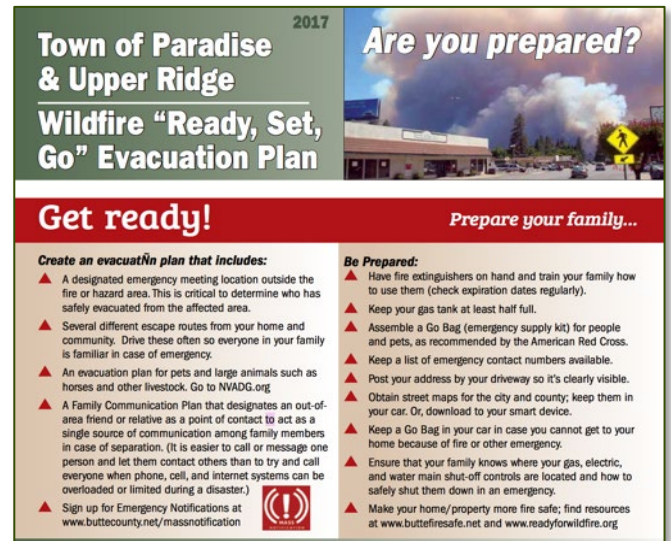
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**STRENGTHS**

**Strength 1: The entire community, first responders, civil servants, and the public alike, showed heroism and came together to evacuate the community.**

Without the heroic actions performed by not just those responsible for emergency response, like civil servants and first responders, but also the public, the consequences of the Camp Fire may have been far more severe. The whole community came together to save the lives of Town of Paradise residents. Normal citizens risked their own lives helping neighbors and community members evacuate, Town staff took action outside their normal job responsibilities, and first responders self-deployed and took courageous action to shelter residents in safe areas as the fire blazed around them. The display of bravery and commitment to the Town of Paradise was remarkable and was perhaps one of the greatest strengths of the entire Camp Fire response. Perhaps spawned by the Town’s experience with previous disasters, the Town of Paradise has a strong culture of resiliency, exemplified by not only its response to the Camp Fire but the many disasters the Town has overcome.

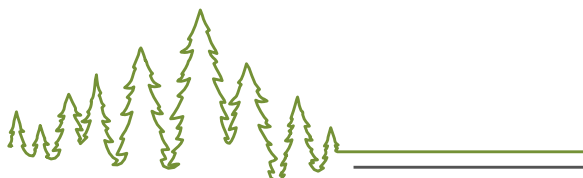


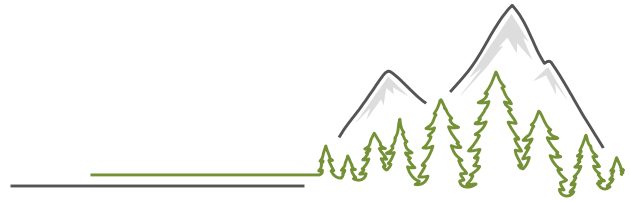
Town of Paradise Evacuation Plan Excerpt. Source: <https://www.townofparadise.com/index.php/residents/emergency-services-information>

**Recommendation 1:** Continue to cultivate a strong sense of community in the Town of Paradise and honor the Camp Fire annually through a community event which acknowledges the victims, thanks the heroes, and promotes emergency preparedness.

**Strength 2: Socialization and exercising of the Town of Paradise Evacuation Plan proved helpful during the Camp Fire evacuation.**

Due to socialization of the Town of Paradise Evacuation Plan and evacuation exercises, the community was well versed in how to properly evacuate the Town of Paradise. The plan was shared extensively with Town of Paradise residents, and there was general consensus by Town staff that the community understood the





Evacuation Plan.<sup>22</sup> Additionally, Town staff noted that the Evacuation Plan had been tested and practiced on numerous occasions with community members. All of these actions contributed to the successful evacuation of the Town of Paradise, as Town residents were knowledgeable about evacuation practices and performed evacuation calmly during the Camp Fire. For instance, Town residents, upon direction by first responders and Town staff directing traffic, began contraflow, using both street lanes to move traffic out of the Town.

**Recommendation 2:** Develop and implement an ongoing, comprehensive preparedness campaign for the Town of Paradise, which includes further socialization of the Evacuation Plan. Develop performance metrics and track the success of the campaign. Make continuous improvements based on performance outcomes.

#### STORY OF HEROISM

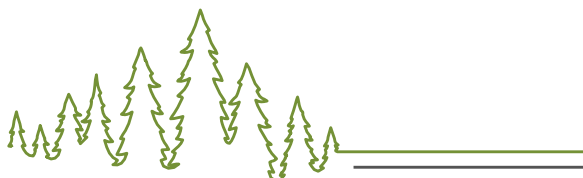
“As the flames came closer and eventually reached the Adventist Health Feather River Hospital in Paradise, caregivers went to work to quickly evacuate every last patient. As a nurse in the ICU, Allyn Pierce was one of the caregivers that stayed to ensure every last patient was safely evacuated. Then he hit the road with two colleagues and quickly got stuck in gridlock. The flames were outside his car. Nearby vehicles caught fire. He left a goodbye message for his family. Then a bulldozer appeared and cleared a path. Allyn finally had room to move — and he didn’t head to safety. Instead, he went back to Feather River Hospital, where new patients had arrived looking for help. He and his colleagues got back to work caring for patients.”

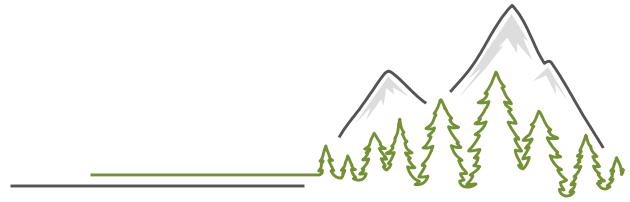
Source: Our Health California. “Wildfire Heroes in Paradise.” Feb 13, 2019.  
<http://www.ourhealthcalifornia.org/blog/article/wildfire-heroes-in-paradise/>

#### **Strength 3: The Town of Paradise Evacuation Plan helped to expedite decision-making during the evacuation.**

CAL FIRE personnel leading the initial response and evacuation noted that the Evacuation Plan, specifically the predetermined evacuation zones, expedited decision-making during the response.<sup>23</sup> Because of the pre-established zones, those responsible for determining which areas should be evacuated were able to easily and expeditiously suggest the evacuation of specific zones as opposed to determining evacuation guidance based on street names or neighborhoods. At the speed the fire was spreading, this was critical in providing quick and

<sup>22</sup> Town of Paradise Camp Fire Hot Wash  
<sup>23</sup> Town of Paradise Camp Fire Hot Wash

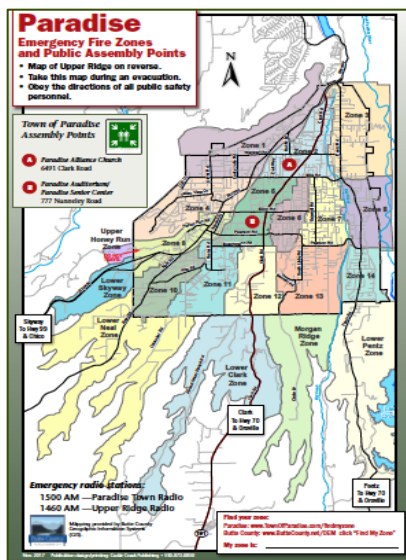




easily understood evacuation guidance that would ultimately be communicated to the public. The evacuation zones expedited the decision-making process and allowed evacuation guidance to be reported more quickly from CAL FIRE to BCSO and Paradise Police Department. Each first responder entity understood what geographic areas were included in each evacuation zone and were able to use these zones as common language to expedite the evacuation process.

**Recommendation 3:** Work with Butte County and Operational Area stakeholders to ensure that the zone evacuation system is understood and standardized throughout the Operational Area.

**Strength 4:** When necessary, first responders transitioned from firefighting to life saving, sheltering citizens in place when evacuation was not possible, saving many lives.



The Camp Fire necessitated that first responders almost immediately transition from firefighting to life saving, and with this came the need to shelter evacuees in place. Under such extreme circumstances, sometimes evacuation is not feasible or poses more danger than sheltering in place until hazardous conditions resolve. First responders showed extreme leadership in rallying together groups of people in immediate danger, finding a location hardened against fire, and monitoring the situation until flames receded. While not ideal, this saved many lives and was the correct and only feasible decision.

The Town of Paradise prepared residents for these extreme circumstances by defining in their Evacuation Plan that a public assembly point is “a temporary assembly area that provides a safe haven for evacuees to assemble until conditions subside and evacuation routes are accessible” and that a shelter in place order “advises people to stay secure in their current location by remaining in place as evacuation will cause a higher

Town of Paradise Evacuation Zones

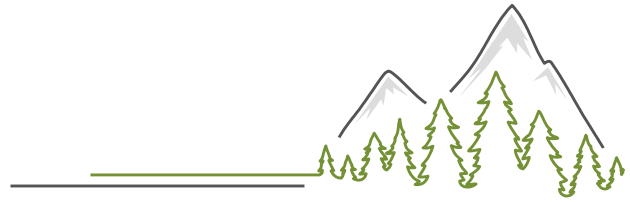
Source: <https://www.townofparadise.com/index.php/residents/emergency-services-information>







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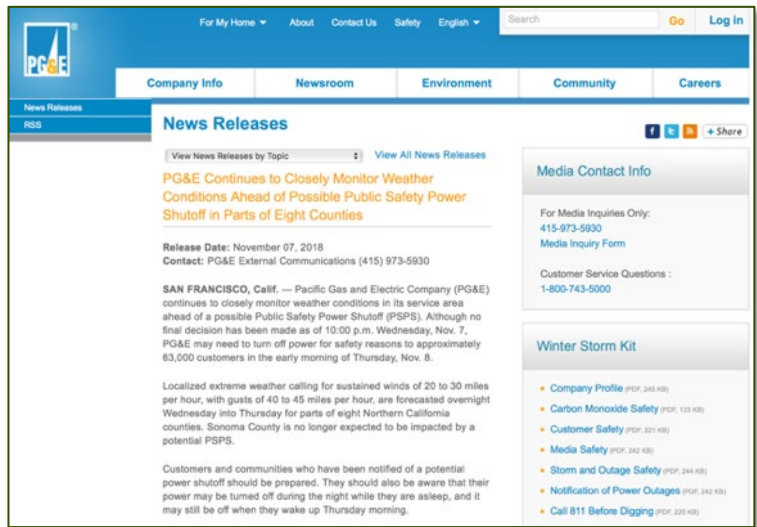
potential for loss of life.”<sup>24</sup> While evacuation is the most ideal option during such emergencies, the Town recognizes the high threat profile that it exists in and prepared its residents for these extenuating circumstances. Overall, shelter in place during the Camp Fire was a major strength of the response, saving the lives of first responders and Town residents.

**Recommendation 4a:** Hold a conversation with CAL FIRE, the County, and other relevant stakeholders regarding the successes and areas for improvement associated with shelter in place activities during Fires. Incorporate findings into the Evacuation Plan, Town EOP, and a Town-wide evacuation education and preparedness program.

**Recommendation 4b:** Pre-identify new public assembly areas to protect against fire and harden these locations. Stockpile critical resources such as personal protective equipment (PPE) at these locations.

**Strength 5: Measures taken the day of November 7 to prepare for a high fire danger level and a potential public safety power shutoff aided in the success of the evacuation.**

On the days leading up to November 8, fire conditions grew more severe, and the Town prepared accordingly, telling staff to fuel vehicles, pre-scripting emergency messages for the anticipated PSPS, setting up hot lines for the public, hardening radio channels with backup batteries, and taking other preparedness actions.<sup>25</sup> These



PG&E Warns of Potential Public Safety Power Shutoff on November 7, 2018.

Source: [https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181107\\_pge\\_continues\\_to\\_closely\\_monitor\\_weather\\_conditions\\_ahead\\_of\\_possible\\_public\\_safety\\_power\\_shutoff\\_in\\_parts\\_of\\_eight\\_counties](https://www.pge.com/en/about/newsroom/newsdetails/index.page?title=20181107_pge_continues_to_closely_monitor_weather_conditions_ahead_of_possible_public_safety_power_shutoff_in_parts_of_eight_counties)

<sup>24</sup> “Town of Paradise & Upper Ridge Wildfire “Ready, Set, Go” Evacuation Plan.” *Town of Paradise*. <https://www.townofparadise.com/index.php/forms-and-documents/fire/1756-2017-paradise-ur-evacuation-plan-brochure/file>  
<sup>25</sup> Town of Paradise Camp Fire Hot Wash





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preparatory initiatives situated the Town to easily transition into response once the fire began impacting the Town of Paradise. First responders and Town staff were anticipating and closely tracking emergency conditions, but what was to come was far more severe than they ever expected or experienced, as high fire danger conditions are common to the area. These preparedness actions aided in and allowed for a smoother initial response, for some actions which would have needed to be performed the day of the fire were carried out in advance.

**Recommendation 5:** Develop a “High Fire Danger Preparation Plan” using the best practices and lessons learned from the Camp Fire, including activation thresholds for the plan, defined roles and responsibilities, etc., to ensure preparatory action that occurred on November 7 which supported Camp Fire response is performed under high fire hazard conditions in the future.

**Strength 6: First responders were innovative in the ways in which they communicated during the evacuation, overcoming communication challenges.**

Despite immense communications challenges, first responders found innovative ways to support communications during the evacuation. As the fire began, cellular communications were at best, inconsistent, and as the fire progressed, burning cables and cell towers, cellular communications were quickly lost. Radio and person-to-person communications were left as the only way to share critical incident information. However, portions of the Town radio infrastructure relied on the telephone system to pass traffic from the field to transmitters. Once the phone system failed, communications only reached so far, so maintaining situational awareness over the entire Town of Paradise proved extremely difficult. Town of Paradise Police could not hear radio communications from one side of Town while positioned on the opposite side, and they could not utilize other frequencies because many first responders were already facing extreme communications overload.

To address this challenge, in an attempt to maintain some line of communication, one individual from the Town of Paradise remained in the middle of Town. Positioned as such, this officer could hear radio communications from both sides of Town. This Officer relayed information from one side of the Town to the other in what was described as a game of makeshift “telephone”.<sup>26</sup> While this approach was less than ideal, it allowed police officers to maintain some level of situational awareness over the entirety of Paradise. This quick-thinking and

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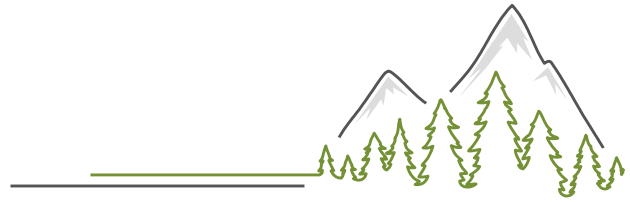
<sup>26</sup> Stakeholder Interview







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adaptability by first responders was a cornerstone of the Camp Fire response and a large part of the evacuation success.

**Recommendation 6a:** Document the innovative processes utilized to communicate during the Camp Fire in a comprehensive Crisis Communications Plan.

**Recommendation 6b:** Harden communications infrastructure in the Town of Paradise and ensure redundancy is in place and functional under emergency conditions.

**Strength 7: Town of Paradise Public Works assisted in traffic management during the evacuation alongside first responders.**

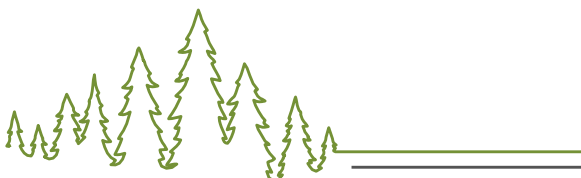
Town of Paradise Public Works personnel provided traffic management support during the evacuation. Because of the Public Works Department's familiarity with the street layout of the Town, their deep knowledge of the Evacuation Plan, and their experience in previous disasters, Public Work's personnel contributed greatly to the evacuation effort. Beyond just altering the streetlight pattern to necessitate contraflow and the effective movement of cars out of Town, Public Works was able to use previous disaster knowledge to anticipate where traffic chokepoints and bottlenecks were likely to arise. With this knowledge, they preemptively took measures to prevent and mitigate congestion in these areas. Public Works personnel displayed their dedication to the Town by supporting law enforcement in their evacuation mission through the entirety of the evacuation.<sup>27</sup>

**Recommendation 7:** Address areas where evacuation traffic typically bottlenecks and determine a plan of action for proactively preventing traffic congestion in these areas. Incorporate these findings and processes into the Evacuation Plan.

**Strength 8: While the notification process to dispatch first responders to the incident worked as intended, first responders still self-deployed, showing dedication to the community.**

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<sup>27</sup> Stakeholder Interview; Town of Paradise Camp Fire Hot Wash





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First responders' dedication to the Town of Paradise was exemplified in their willingness to self-deploy, even if they were not on shift or had just gotten off shift. First responders for both Paradise Police Department and CAL FIRE deployed on their own upon text messages and calls from colleagues depicting the seriousness of the incident. While normal notification procedures worked as intended for first responders on duty, it became quickly apparent that there was a need for more help. Without formal orders, first responders reported to the fire-impacted areas and helped evacuate Town residents. This dedication to the Community of Paradise and the County of Butte was evident throughout the Camp Fire response and recovery and should be highlighted as a great strength.

**Recommendation 8:** No recommendations.

**Strength 9: Dispatchers, for CAL FIRE, Paradise PD, and Butte County Sheriff's Office alike contributed greatly to the evacuation.**

Dispatchers across first responder agencies performed heroically during the Camp Fire and contributed greatly to the evacuation. On November 8, dispatchers across agencies took thousands of emergency calls, with dispatch systems being so overwhelmed that calls would many times route to another dispatch agency already facing the same level of exhaustion. However, dispatchers continued to work tirelessly to take, many times, heart-wrenching calls from residents trying to escape the flames. Despite the obvious mental health effects of these experiences, dispatchers remained dedicated to the cause. In addition to emergency calls, dispatchers relayed information between first responder agencies and managed hundreds of resources. In a study done on the Camp Fire, they claim that on November 8, Butte County Dispatch experienced 2,800 calls and from the period of November 8 through the 30, there was a total of 30,000 calls.<sup>28</sup> Dispatch of all involved agencies played a critical role in the Camp Fire evacuation efforts and the incident as a whole.

**Recommendation 9a:** Determine a staffing augmentation mechanism (including the integration of trained volunteers, mutual aid, and additional equipment) for dispatchers and document this mechanism in plans;

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<sup>28</sup> Comfort et al. "Collective Action in Communities Exposed to Reoccurring Hazards". *Natural Hazards Center*. [https://hazards.colorado.edu/quick-response-report/collective-action-in-communities-exposed-to-recurring-hazards?utm\\_source=NHC+Master+List&utm\\_campaign=e865cf3f09-EMAIL\\_CAMPAIGN\\_2019\\_01\\_31\\_09\\_35\\_COPY\\_01&utm\\_medium=email&utm\\_term=0\\_dabc309806-e865cf3f09-54434313#fn:Casey%20et%20al.,%202017](https://hazards.colorado.edu/quick-response-report/collective-action-in-communities-exposed-to-recurring-hazards?utm_source=NHC+Master+List&utm_campaign=e865cf3f09-EMAIL_CAMPAIGN_2019_01_31_09_35_COPY_01&utm_medium=email&utm_term=0_dabc309806-e865cf3f09-54434313#fn:Casey%20et%20al.,%202017)





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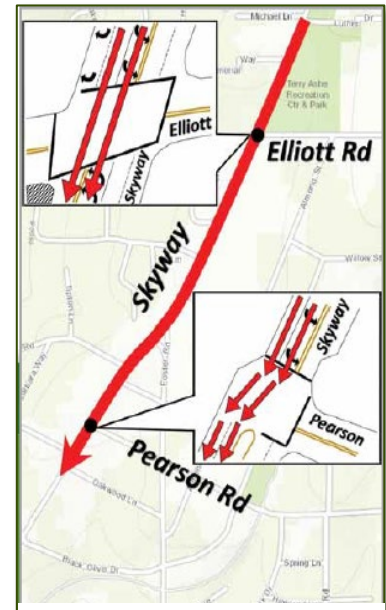


include in the plan a process for quickly requesting extra support for dispatch upon incident initiation or anticipation of an incident where dispatch is likely to be overwhelmed.

**Recommendation 9b:** Ensure dispatch has mental and behavioral health resources available to them during and following a disaster response in which sensitive calls are likely to have been received.

**Strength 10:** The entire Town of Paradise was evacuated effectively and efficiently.

Despite the catastrophic conditions, the entire Town of Paradise was effectively evacuated, and it was done so in an expeditious manner. In an evacuation simulation performed by Old Dominion University, the simulation results claimed that under “blue-sky conditions”, it would take eight hours under the normal traffic pattern to evacuate the entire Town and over five hours with the immediate contraflow of Skyway between Neal Road and the City of Chico.<sup>29</sup> Despite the extremely dangerous conditions and the communications failures, the Town of Paradise was completely evacuated in less than six hours according to Public Works personnel, who assisted during the entire evacuation.<sup>30</sup> This was a huge success given the circumstances and can be attributed to the preparedness actions taken by the Town to educate residents of what to do when evacuation is necessary and the entire community coming together to accomplish the mission and save lives.



Town Contraflow Graphic.

Source: <https://www.townofparadise.com/index.php/residents/emergency-services-information>

**Recommendation 10:** Document successes and incorporate into plans, procedures, training, exercises and education programs.

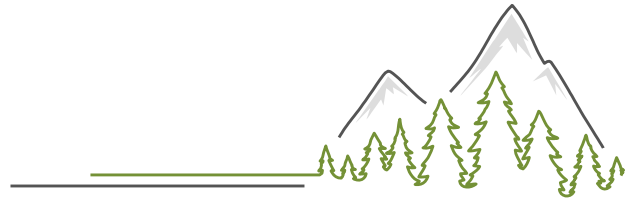
<sup>29</sup> John et al. “Must Reads; Here’s How Paradise Ignored Warnings and Became a Deathtrap.” *LA Times*. <https://www.latimes.com/local/california/la-me-camp-fire-deathtrap-20181230-story.html>

<sup>30</sup> Town of Paradise Camp Fire Hot Wash





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**Strength 11: The County and regional partners provided immense support to the evacuation, even long after the day of November 8.**

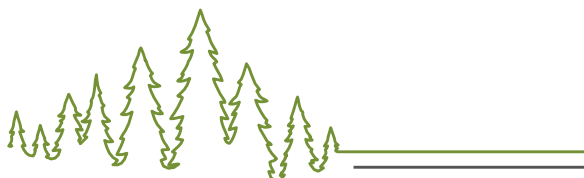
The County provided immense support to evacuation efforts. From assisting with evacuating Town residents to issuing evacuation orders via the County emergency notification system, and from securing the evacuated zone to providing resources to jurisdictions sequestered within evacuated areas, the County led actions on behalf of the Town and worked with the Paradise Police Department to accomplish the mission. Because the Town was so overwhelmed with disaster response, and because many Town of Paradise first responders and Town staff were disaster victims themselves, the County helped take some of the disaster burden off of the Town. This support was invaluable and necessary to effectively manage all the challenges associated with evacuation on the day of November 8 and beyond. Further information regarding the County’s role in evacuation can be found in the Butte County Camp Fire County-Wide AAR.

**Recommendation 11:** Continue to cultivate a strong working relationship with Butte County and continue to improve disaster response coordination through joint Operational Area and Region planning, trainings, and exercises for region-wide disasters.

**STORY OF HEROISM**

“Huggins [a Paradise Police Department dispatcher] answered calls and dispatched into the night (15 hours straight) between two centers—first at Paradise and then, when public service personnel were evacuated, at Chico where Paradise emergency dispatchers worked for the first days of the fire before being moved over to the BCSO dispatch center. By then, Paradise was not the same place Huggins had left a relatively short time earlier.”

Source: The Journal of Emergency Dispatch. “Not Their Place to Run.” Jan 29, 2019.  
<https://iaedjournal.org/not-their-place-to-run/>





## AREAS FOR IMPROVEMENT

### Area for Improvement 1: Situational awareness during evacuation was difficult to maintain.

Due to the speed in which the fire spread and high winds creating dozens of spot fires, situational awareness surrounding the fire itself was difficult if not impossible to maintain.<sup>31</sup> Coupled with the failure of communications infrastructure and the evacuation of the Town EOC in the midst of the chaos, it was with great difficulty that Town staff and first responders attempted to remain aware during the evacuation. This lack of situational awareness greatly impacted the ability of first responders and Town staff to effectively respond.

**Recommendation 1:** Explore new technologies for maintaining situational awareness of evacuation efforts during fast-moving fires which are effective given the specific geographic characteristics and threat profile of the Town of Paradise; implement these technologies and processes into the Evacuation Plan and ensure these processes have feasibility under circumstances where the EOC must be evacuated and relocated to the alternate EOC.



Aerial, Infrared image of Camp Fire.

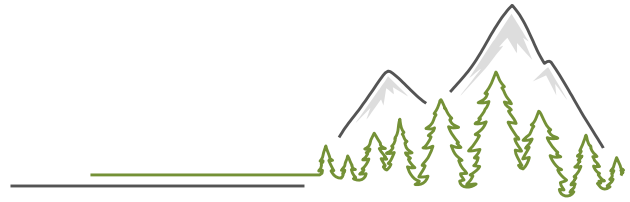
Source: <http://www.deercreekgis.com>

### Area for Improvement 2: There was a disruption in the flow of information regarding evacuation orders.

Due to communication challenges and the fast-paced movement of the fire, evacuation orders were not following the normal, pre-established flow of information. Normally, CAL FIRE makes evacuation recommendations and reports the guidance to the law enforcement liaison of the affected jurisdiction in the Incident Command Post (ICP). Then, this information is typically transmitted to appropriate staff at the EOC. Due

<sup>31</sup> Wuerthner, George. "Learning from the Camp Fire Six Months On." *Earth Island Journal*.  
<https://www.earthisland.org/journal/index.php/articles/entry/learning-from-the-camp-fire-paradise/>





to the nature of the incident, location of the ICP, and the failure of communications infrastructure, this flow of information was disrupted.

**Recommendation 2:** Town of Paradise, Paradise Police Department, BCSO, and CAL FIRE should meet to agree upon how information should flow from the field to the Town EOC regarding evacuation orders. This plan should include redundancies for when typical communication outlets fail. This process should be formalized and documented in plans.

**Area for Improvement 3:** Evacuation was negatively impacted by the flow of traffic in the surrounding areas to which Town of Paradise citizens were evacuating.

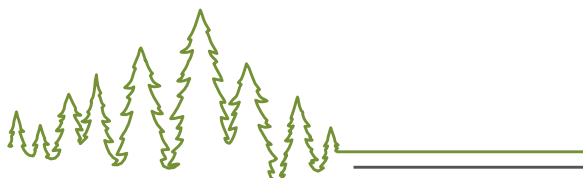
**EVACUATION ORDERS**

“Receiving the most current and correct information is key when we are relaying this information to the public. I was still telling residents that we were evacuating by zone, telling some residents that their zones were not under evacuation orders when they called in. Meanwhile the News Organizations were broadcasting that everyone needed to evacuate immediately...The communication process needs improvement, with proper backup in place.”

- Survey Respondent

There was a lack of regional planning regarding the evacuation of the Town of Paradise. The Town of Paradise Evacuation Plan makes references to getting Town residents out of Paradise but does not plan for what happens once residents leave the geographic boundaries of the Town. While there have been preliminary discussions at the regional level about managing traffic, there was never an expectation that 50,000 people would need to be evacuated at once. As such, the cascading consequences of a mass evacuation, like the need for traffic management in the surrounding jurisdictions where evacuees evacuate to and the subsequent impacts of this on the actual evacuation of the Town of Paradise, were not considered during evacuation planning. During the Camp Fire, congestion in surrounding areas due to a lack of regional evacuation coordination led to a major slowdown in evacuation traffic.<sup>32</sup> In addition, the location of American Red Cross evacuation centers at the bottom of the ridge may have also contributed to traffic congestion, as cars piled up in these locations and prevented the flow of traffic higher up the ridge. While the Town of Paradise still expeditiously evacuated given the circumstances, regional coordination regarding mass evacuations would have lent to an even more successful evacuation.

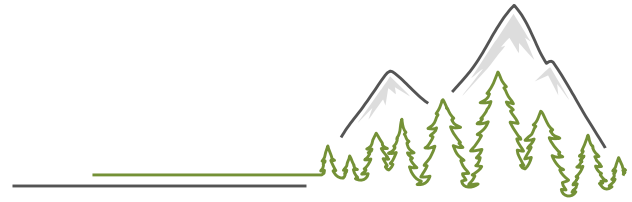
<sup>32</sup> Town of Paradise Camp Fire Hot Wash







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**Recommendation 3:** The Town of Paradise should continue to participate in efforts to convene Operational Area and regional stakeholders to develop an Operational Area and regional Evacuation Plan. Stakeholders should include the County, Operational Area stakeholders, Cal OES, Mutual Aid Coordinators and contiguous Operational Areas, local first responder agencies, relevant non-profit organizations, and California Highway Patrol.

**Area for Improvement 4: Evacuation and the provision of emergency services were negatively impacted by fallen debris and burning and abandoned cars.**

There were many obstacles that blocked evacuation routes and prevented the efficient flow of traffic out of the Town of Paradise. Fallen debris, such as trees, and inflamed and abandoned cars narrowed or completely blocked the evacuation route, preventing residents from escaping the inflamed Town or slowing the movement of traffic. In some dire circumstances, bulldozers were able to clear the road of debris to allow cars to pass, but this was impromptu heroism as opposed to planned response operations. In addition, because of congested transportation routes and due to debris in the roads, emergency service vehicles could not get up the ridge to provide support. Through mitigation measures, the amount of debris with potential to block transportation routes during a fire could have been reduced, and through educational efforts, evacuees could have been educated to, when feasible, safely pull their car as far off the road as possible prior to abandoning vehicles.<sup>33</sup>

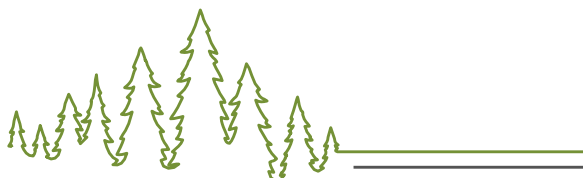
**Recommendation 4:** Within the updated Evacuation Plan, the Town should include multi-disciplinary mechanisms and resources for ensuring the provision of emergency services to areas under evacuation including emergency clearance of evacuation and emergency response routes.

**Area for Improvement 5: Many of the residents of the Town of Paradise do not have the ability to evacuate themselves, which presented challenges during the Town of Paradise evacuation.**

The Town of Paradise, commonly referred to as a retirement community, is known to have a large elderly population with many assisted living and skilled nursing facilities. According to the U.S. Census Bureau, 25.8% of the Town of Paradise population is over the age of 65 and 15.9% of people under the age of 65 have a

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<sup>33</sup> Town of Paradise Camp Fire Hot Wash





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disability.<sup>34</sup> As such, many residents need assistance evacuating. In fact, some people who live outside the Town will come into town to evacuate their family member who lives in Paradise.<sup>35</sup> Evacuating persons with DAFN posed challenges in the evacuation. Wheelchairs had to be abandoned as elderly were bussed to safety, and those on oxygen assistance feared emptying tanks as they waited to get out of the Town. With the special demographics of the Town of Paradise, evacuation of the entire community poses unique challenges which presented themselves during the Camp Fire evacuation.

**Recommendation 5a:** Within the preparedness campaign, ensure specific action is taken to engage persons with DAFN as to better situate them to evacuate successfully.

**Recommendation 5b:** Update the Town EOP, Evacuation Plan, and all other emergency plans to ensure that persons with DAFN are sufficiently addressed.

**Area for Improvement 6: Because of exposure to many past disasters, the Town of Paradise may have underestimated the speed at which a fire could spread; this resulted in Town officials verifying town-wide evacuation orders through multiple sources, delaying town-wide evacuation messaging in an attempt to ensure valid information was disseminated to the public.**

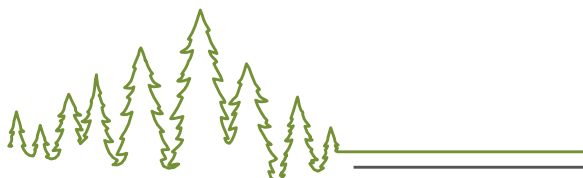
While a major strength exhibited during the Camp Fire was the Town's ability to quickly scale up and respond due to their extensive experience with previous disasters, the Town of Paradise may have leaned upon lessons learned during the 2008 wildfires, where over-evacuating zones caused evacuation routes to become unnecessarily clogged, during the Camp Fire evacuation due to the unknown threat of the fire and the assumption that the fire could not be as severe as the actual circumstances. Largely due to the lack of timely and accurate communication, this may have negatively impacted the disaster response and evacuation, as many were unaware of how dire the situation was. It was expressed during the Hot Wash and stakeholder interviews that fires which had started similar to how the Camp Fire begun, were common.<sup>36</sup> So upon initial notification of the Fire in Pulga, many thought the Town had more time to prepare for the incident than was actually the case. Furthermore, the messaging received from fire personnel was explicit that the fire location was in Pulga without an imminent threat to the Town. Overall, due to the Town's over exposure to natural disasters and the incident

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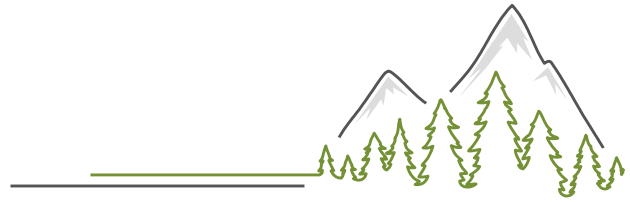
<sup>34</sup> United States Census Bureau. "Quick Facts". <https://www.census.gov/quickfacts/paradisetowncalifornia?>

<sup>35</sup> Town of Paradise Camp Fire Hot Wash

<sup>36</sup> Town of Paradise Camp Fire Hot Wash







information received, the Town may have underestimated the speed at which a fire could spread, causing Town officials to question the legitimacy of a town-wide evacuation order.

**Recommendation 6:** Exercise the “worst case scenario” for different disasters yearly to keep Town staff aware of the potential for and consequences resultant of a catastrophic disaster. Establish multi-agency communication protocols in real-time which enable an informed support staff for incident management.

**Area for Improvement 7: The Evacuation Plan was not intended for an evacuation of the scale, severity, and speed of the Camp Fire.**

The Evacuation Plan for the Town of Paradise is tailored to the transportation infrastructure present and was never intended to support an immediate, Town-wide evacuation. In fact, in exercises and real-world events where specific zones of the Town were required to evacuate, the Evacuation Plan succeeded in efficiently and effectively evacuating residents.<sup>37</sup> The plan was created on the premise that evacuations could occur in multiple zones at a time for the most threatened areas of Town. Due to the constraints of the Town’s transportation infrastructure and topography, an “all-at-once”, Town-wide evacuation scenario was not explicitly identified in the Evacuation Plan.

**Recommendation 7:** Update the Evacuation Plan to accommodate an evacuation of the entire Town of Paradise at one time and coordinate it with an Operational Area/Regional Evacuation Plan.

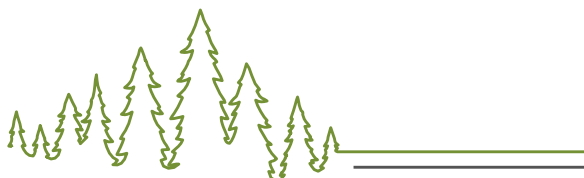
**EVACUATION PLANNING**

“While the evacuation plans were designed to manage traffic in zones, the process of evacuating the entire Town as requested by CAL FIRE at 0802, is more than the physical infrastructure of the Town and surrounding areas can support. In response to this challenge, field personnel fluidly directed and redirected evacuating traffic as routes clogged with traffic or were overwhelmed by fire.”

- Survey Respondent

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<sup>37</sup> Stakeholder Interviews





## EOC Operations

### SUMMARY

The Camp Fire was an unprecedented disaster of such speed and ferocity that it overwhelmed plans, systems, resources, and personnel. Despite the challenges of this disaster, the Town EOC rapidly activated, and staff performed critical coordination and decision making functions, thereby seizing order out of a chaotic situation.

Preparedness, training, planning, and dedication were keys to the EOC surmounting challenges and carrying out its critical response and recovery coordination functions. Preparedness was demonstrated in setting up the EOC in advance in preparation for the forecasted wind event and PSPS, speeding up activation of the EOC for the fire. Training enabled staff to quickly assume their emergency roles and apply their experience from previous events. Planning supported the rapid call out to staff for EOC activation and the required successful relocation of the Town EOC to the designated Alternate EOC in Chico. Staff, all of whom were directly impacted by the fire to varying degrees including losing their homes, exemplified dedication.

Throughout the disaster, the EOC staff overcame multiple challenges and successfully conducted action planning, interagency coordination, resource ordering, public information dissemination, and the transition from response to recovery. In keeping with their commitment to continuous improvement, Town response staff identified the following areas of strength and improvement for future Town EOC Operations.

### EOC OPERATIONS

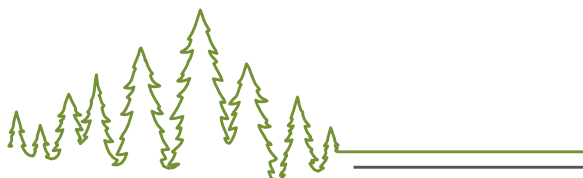
“Local jurisdictions activate their local EOC based on the magnitude or need for more coordinated management of the emergency.

When activated, local EOCs help form a common operating picture of the incident by collecting, analyzing and disseminating emergency information. The local EOC can also improve the effectiveness of the response

by reducing the amount of external coordination of resources by the Incident Commander by providing a single point of contact to support multiagency coordination.

When activated the local EOC notifies the Operational Area lead that the local EOC has been activated.”

- Emergency Operations Plan Excerpt





## STRENGTHS

### **Strength 1: The EOC was activated quickly and Town staff rapidly assumed emergency response roles.**

Due to the extreme weather conditions and the anticipated PSPS, the Town prepared the EOC for a potential activation on November 7 in advance of the fire. This preparation was beneficial to the EOC activation on November 8, expediting the activation process. Ensuring the EOC was situated to promptly activate and run effectively beforehand made for a seamless activation upon notification of the Camp Fire.

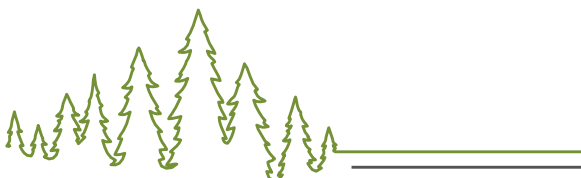
In addition, training and previous disaster response experience aided in a quick transition to fulfilling emergency duties. Luckily, because of the timing of the fire, most staff were already on their way to work, further expediting the EOC activation. Staff were notified of the fire using pre-established notification processes or were already at work when they began to receive word of the fire. Notification processes worked as intended and allowed for staff to be successfully notified of EOC activation. Upon notification and reporting to the EOC, staff easily transitioned to performing emergency responsibilities.<sup>38</sup> Roles were clearly defined, and each staff member knew what their role was in the emergency response. This can be attributed to the extensive experience Town staff have in responding to emergencies and the training staff members have received.

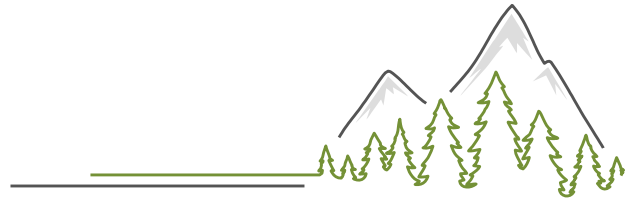
**Recommendation 1a:** Examine lessons learned from the Camp Fire to refine the documented criteria for advance EOC set up in response to forecasted events and other potential disasters. Incorporate the refined criteria into relevant plans, procedures, training, and exercises.

**Recommendation 1b:** Develop an ongoing, progressive EOC training program, including just-in-time EOC training, based upon lessons learned from the Camp Fire and other emergencies/disasters; ensure that the training program is integrated into a Multi-Year Training and Exercise Plan with sufficient resources committed to carry out regular and continuing training and exercises.

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<sup>38</sup> Town of Paradise Camp Fire Hot Wash





**Strength 2: There was a good flow of information from the EOC to the PIO, which supported communication of essential response and initial recovery information to the public.**

The Town quickly overcame public information challenges, recognizing the need for a full-time PIO early in the incident. Normally, the Town does not have a full-time PIO. This posed challenges in the beginning of the disaster, as the Town was quickly overwhelmed with the need to receive, vet, craft, and disseminate information to the public. However, the Town addressed this challenge quickly and utilized mutual aid to fill the PIO position for the Town. Information flowed well from the EOC to the PIO and allowed the PIO to effectively disseminate disaster-related public information. Multiple mutual aid personnel ended up staffing the PIO position and this allowed for information to be provided through as many channels as possible as quickly as information could be obtained, confirmed, and shared. Overall, the PIO and EOC worked in coordination to accomplish the public information mission.

**Recommendation 2:** Examine and document the lessons learned relative to the EOC-to-PIO information flow during the Camp Fire and incorporate them into relevant plans, procedures, and training materials. The Town should also regularly exercise this process.

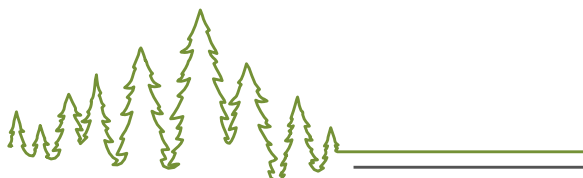
**Strength 3: The relationship between the County and Town facilitated coordination between EOCs.**

The County and the Town have a strong relationship, which has developed through their coordination during past emergencies and is a result of the close-knit culture of Butte County and the communities it encompasses. The unique threat environment Butte County and the Town of Paradise face requires extensive coordination to properly prepare and build response infrastructure for disasters. The relationship between the County and the Town added great value to the Town’s ability to respond to the Camp Fire. The Town EOC was able to coordinate with the County EOC because of pre-established relationships. The Directors of both EOCs were in contact via phone and resources were shared between levels of government.<sup>39</sup> For example, “The County of



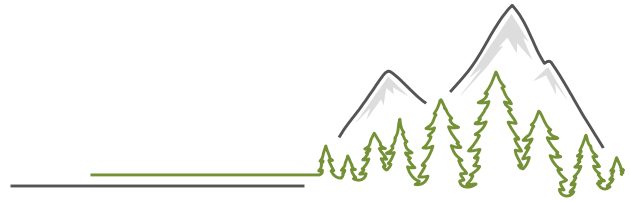
Butte County Recovers Website Logo

<sup>39</sup> Town of Paradise Camp Fire Hot Wash





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Butte, Town of Paradise, and CAL FIRE partnered to develop a variety of maps to provide evacuation information and assist property owners in determining the status of their property.”<sup>40</sup> Town personnel consider the County, BCSO, and CAL FIRE personnel not only colleagues but friends, and these personal relationships made coordination more fluid during the Camp Fire.

**Recommendation 3:** Engage County Office of Emergency Management (OEM) and Operational Area stakeholders in developing joint procedures and mechanisms to support and further facilitate inter-EOC communications and coordination. Regularly exercise these procedures.

**Strength 4: Relocation of the EOC to the Alternate EOC in Chico, while presenting challenges, was carried out successfully.**

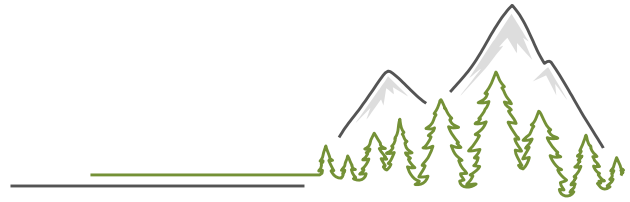
While the evacuation of the Town EOC to the alternate EOC in the City of Chico negatively impacted the situational awareness of EOC staff during the evacuation period, the relocation was necessary, and the transition to the alternate EOC was a great success. Upon notification to City of Chico, city personnel began setting up the alternate EOC for Town of Paradise EOC staff. The start-up of EOC operations at the alternate location was prompt and worked seamlessly, for when EOC staff arrived it was ready for use. City of Chico had set up computers and phones and had IT staff ready to assist upon the Town’s arrival. Because the location of the alternate EOC was predetermined at the City of Chico Fire Training Center and a pre-existing agreement with the City of Chico was in place, this allowed for a swift transition to the Town operating their EOC out of the City of Chico.<sup>41</sup> The City of Chico’s support was crucial for the Town due to the circumstances surrounding the fire and the extended evacuation period. Town of Paradise was able to function out of the alternate EOC for as long as was necessary.

**Recommendation 4:** Document and incorporate lessons learned from EOC relocation into plans, procedures, and training and regularly exercise this process.

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<sup>40</sup> Town of Paradise, Butte County. “Maps”. <https://buttecountyrecovers.org/agencies/maps/>  
<sup>41</sup> Town of Paradise Camp Fire Hot Wash





**Strength 5: Requesting Emergency Management Mutual Aid (EMMA) provided supplemental staffing depth, support, and expertise which permitted the Town EOC to function while giving Town staff much needed opportunities to attend to family needs and other issues.**

The Town of Paradise could not have successfully operated its EOC without the support of EMMA. Through EMMA, the Town was able to fully staff its EOC, bringing in trained EOC personnel to support response and initial recovery operations on behalf of the Town. With so many of the Town staff being Camp Fire survivors themselves and Town of Paradise being a small jurisdiction, this staffing support enabled the Town to manage the disaster response, allowed Town staff to address personal loss, and situated the Town to begin to address continuity of government (COG). EMMA personnel were invaluable assets to the Town, as they staffed the EOC through almost the entirety of Town EOC operations. In addition, EMMA staff developed a framework for incident documentation, setting the Town up to successfully submit insurance claims and submit applications for FEMA public assistance.<sup>42</sup>

**EMMA**

“The Town EOC personnel overcame the shock and the immensity of the incident and realized how extremely overwhelmed the Town's ability to operate an EOC at the required scale. The EOC then began to utilize mutual aid resources to fill the necessary roles and staff to the level needed to continue the response.”

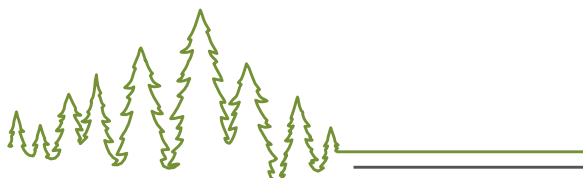
- Survey Respondent

**Recommendation 5a:** Advocate for a joint planning process with OEM, Cal OES, and other regional EMMA stakeholders to devise a shared strategy that facilitates early requests for pre-identified EMMA resources. All participating jurisdictions and agencies should incorporate this strategy into their relevant plans and procedures.

**Recommendation 5b:** Establish a Town EMMA Coordination Unit that can work in close coordination with OEM, Cal OES, and regional EMMA stakeholders during EOC activations. Incorporate the activation of this unit in plans, training, and exercises.

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<sup>42</sup> Town of Paradise Camp Fire Hot Wash





## AREAS FOR IMPROVEMENT

### Area for Improvement 1: Information flow between the field and the Town EOC was initially insufficient.

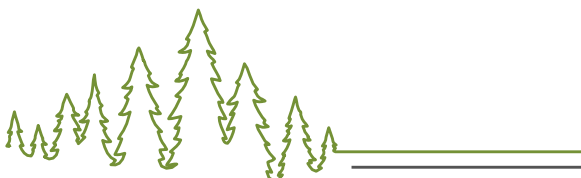
Due to the nature of the fire, communications failures, and the location of the ICP, information did not effectively flow from the field to the Town EOC. The ICP was initially established in Yankee Hill, which was appropriate due to the point of origin of the Fire. However, this hindered the ability of Paradise Police Department to report to the ICP, which did not occur until later in the day on November 8. CAL FIRE may need to revisit initial ICP and Town EOC communication flow when activated to ensure that Paradise Police Department and local EOC personnel are able to receive information, even when the ICP is located in a rural area.

Once the ICP was moved to Butte College, Paradise Police Department was able to establish representation at the ICP. This initial lack of representation negatively impacted the flow of information between BCSO, CAL FIRE, and Paradise Police Department, which was compounded by communications system failures. In addition, law enforcement (Paradise Police Department and BCSO) did not have a common radio frequency or a protocol for monitoring specific frequencies for managing resources from other regions or agencies.<sup>43</sup> Paradise Police Department, CAL FIRE, and Public Works all utilize their own channels, but at one point Public Works began using the Paradise Police Department channel to try and gain some situational awareness of who was in the field. Usually, the Town Public Works Manager and Director is located within the Town EOC with a radio, but the situation was so dire on the morning of the fire, that the Public Works Manager and ultimately Public Works Director were in the field helping to direct traffic. All of these factors, failing communication infrastructure, lack of interagency radio frequencies, and lack of ICP/EOC communication flow, led to multiple miscommunications or gaps in information during evacuation efforts.

Furthermore, the evacuation of the Town EOC during the most rapidly evolving time of the fire negatively impacted communication. There is a plan to evacuate the Town EOC, and to the greatest extent feasible, this plan was implemented successfully. However, due to traffic congestion, the evacuation of the Town EOC and the reestablishment of the EOC in the City of Chico took far longer than it would under more typical emergency circumstances. This posed significant challenges to those attempting to manage the incident, disrupting decision-making and impeding the critical function of the EOC. This created a gap in the communication process for requesting resources critical in the first hours, as Paradise Police Department had no way to request

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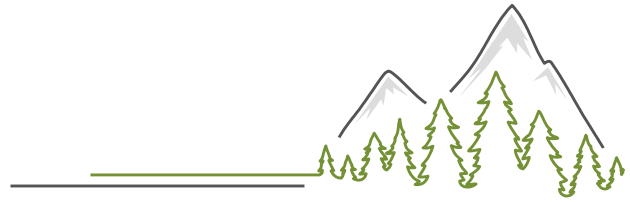
<sup>43</sup> Online Survey







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resources directly through the Town EOC until the next day. There were also some assumptions made about communication flow which hindered the process; CAL FIRE personnel provided limited situational updates to BCSO or to Paradise Police Department, and then assumed those updates were being sent into the Town EOC when they were not. Overall communication between CAL FIRE, BCSO, Paradise Police Department, and the Town EOC should be revisited to standardize reporting procedures between the ICP and the Town EOC. While information sharing was improved later in the incident through the implantation of retired fire chiefs at the ICP and EOC to act as liaisons and conduits for information sharing, the disruption in information sharing in the initial, most critical hours negatively impacted the response.<sup>44</sup>

**Recommendation 1a:** Revisit ICP and Town EOC communication flow pathways with CAL FIRE, BCSO, Butte County OEM, and Town personnel. Define standard reporting pathways, mechanisms, and redundancies. Document these in a checklist or relevant plan.

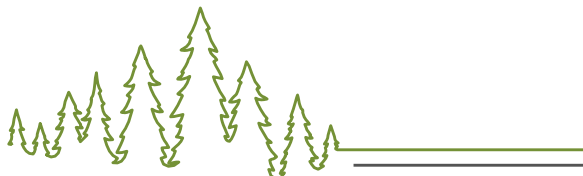
**Recommendation 1b:** Continue to utilize and deploy CAL FIRE Liaisons to facilitate communication between the ICP, the Town EOC, and the County EOC. Consider revisiting the triggers for activating these liaisons.

**Area for Improvement 2: Despite the total dedication of staff, the demands of the disaster and personal impact of the disaster on Town staff exceeded the Town's capacity to fully staff the EOC while attending to the real needs of staff who were disaster survivors.**

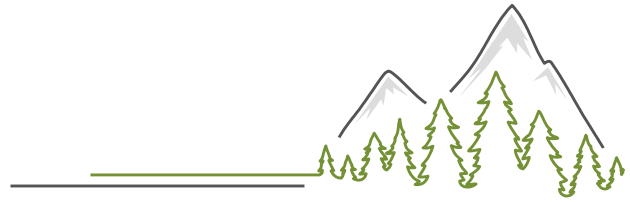
In a small jurisdiction, there are simply not enough staff available to handle major or catastrophic disasters. Many Town staff fill multiple positions. This leaves the Town with a critical shortcoming of Town staff to fill emergency roles.<sup>45</sup> While EMMA was successfully utilized to augment EOC staffing, EMMA is dependent upon assistance from unimpacted jurisdictions arriving in time. In a more-widespread disaster, it is quite possible that surrounding jurisdictions will be activated in response to the incident and will be unable to provide mutual aid assistance. A multilevel, staffing system is needed to ensure adequate EOC staffing levels.

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<sup>44</sup> Town of Paradise Camp Fire Hot Wash  
<sup>45</sup> Town of Paradise Camp Fire Hot Wash







**Recommendation 2:** Develop, in conjunction with County OEM, Operational Area stakeholders and Cal OES, a resilient staffing system including but not limited to utilizing trained, community volunteers, retired Town staff, and pre-designated EMMA teams.

**Area for Improvement 3: The Town EOC facility is not hardened against disasters and has inadequate space, layout, and communications capability to support the level of coordination and communications required in a large-scale emergency/disaster.**

The existing Town EOC is insufficient and does not situate the Town to effectively respond to common disasters. While the Camp Fire damaged county-wide communications infrastructure, disrupting wireless communications and internet and compromising information sharing at every level, the EOC is not equipped to facilitate emergency communications, even under far less severe emergency conditions. The worn condition of the EOC as well as the location of the EOC itself makes it very susceptible to fire and increases the likelihood that the EOC will need to be evacuated, disrupting EOC operations and incident coordination.

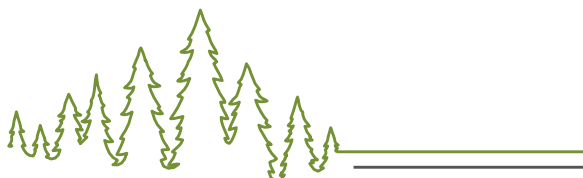
**THE TOWN EOC**

“A consolidated EOC, hardened against common disasters; properly designed; and sufficiently equipped with capacity, technology and supplies to survive and continue operations through common disasters is *absolutely critical*.”

- Hot Wash Participant

In addition, the Town EOC does not have access to sufficient phone or data connections and is not outfitted with proper radio infrastructure, as there are no permanent base station radios, portable radio reception is spotty at best, there is no way to access other public safety frequencies, and it is difficult to hear and understand radio communications due to the layout of the facility. Because of the layout, when different sections of the EOC are working simultaneously, the ambient noise in the facility makes it difficult to hear and understand phone conversations and radio traffic. Lastly, the ability to display incident information visually across EOC sections is lacking in the EOC, making it more difficult to maintain situational awareness. Overall, the current location of the Town EOC cannot support a robust emergency response.<sup>46</sup>

<sup>46</sup> Town of Paradise Camp Fire Hot Wash





**Recommendation 3:** Develop strategies and a plan to ensure that the Town EOC will remain survivable and fully functional in an all-hazards environment, including engaging Butte County OEM and Operational Area stakeholders in developing strategies for joint or shared all-hazards, hardened, and fully mission capable EOC facilities throughout the County.

**Area for Improvement 4: Record keeping for disaster cost recovery needs to be refined.**

Documentation is a critical part of incident response as it allows for reimbursement of disaster costs at a later time. During the Camp Fire, there was confusion and disorganization surrounding record keeping of Incident Command System (ICS) forms. For instance, the Paradise Police Department staff filed ICS 214's at the ICP as opposed to filing the forms at the EOC. Because Paradise Police Department was operating out of the ICP and not the EOC, all forms were submitted in the field. With the location of the Town EOC in Chico, it was burdensome to submit incident documentation to the EOC. This posed challenges in the long-term, as recovery of these forms was difficult. While this challenge seemed confined to operations outside of the EOC as it was noted that resource tracking of personnel and equipment in the EOC was successful, the misfiling of these forms created challenges for Town of Paradise.<sup>47</sup>

**Recommendation 4:** Review and update procedures and systems for documenting all emergency/disaster costs with the EOC Finance and Administration Section. Integrate these procedures and systems into training programs and regularly exercise them.

**Area for Improvement 5: The Town Manager and Town EOC personnel were quickly overwhelmed with phone calls on the morning of the fire.**

Because of the timeframe in which the fire occurred (early morning) most individuals were not yet at work or on their way to work. This meant that most people were using cell phones for communication back and forth on the morning of the fire to reach Town EOC personnel. The Town Manager's cell phone was quickly overwhelmed because so many people were calling her directly from outside agencies to offer support rather than utilizing more traditional communication channels.

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<sup>47</sup> Town of Paradise Camp Fire Hot Wash





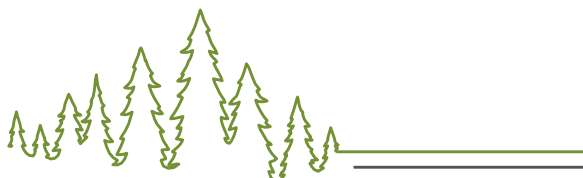
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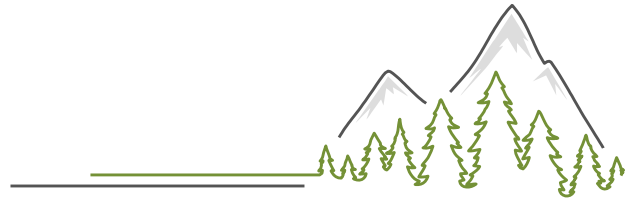


The Town Manager and the EOC could have benefited from assigning a support person to screen calls and should also consider establishing formal Town EOC phone numbers (or cell phones) for official communications to free up personal cell phones for outgoing calls if and when needed.

**Recommendation 5a:** Publish the official Town EOC phone numbers for response partners and outside agency contacts to readily access during EOC activations. Socialize the use of the official EOC phone numbers rather than personal cell phone numbers during training and exercise events.

**Recommendation 5b:** Establish a team of EOC support personnel who can “screen” phone calls during EOC activations to provide immediate assistance to callers and prevent the Town Manager, acting as the EOC Director, from becoming inundated.





## Interagency Coordination

### SUMMARY

Despite the size, scope, and speed of the Camp Fire, a majority of stakeholders and survey respondents within the Town of Paradise cited interagency coordination as a major strength of the Town’s response and recovery efforts. The strengths far outweigh the areas for improvement, partially due to the culture of the community as well as to the relationships built over years of responding to wildfires and other emergencies in the area. The Town of Paradise was able to rely on neighboring cities, Butte County, and state and federal agencies for mutual aid and guidance as soon as the scale and severity of the fire was understood. CAL FIRE’s role in handling fire operations for the Town of Paradise helped streamline efforts to quickly scale up operations. Neighboring jurisdictions and agencies proactively reached out to offer assistance and resources. Overall, the strength of day-to-day relationships between the agencies and organizations involved certainly helped to save lives in the immediate aftermath and also made the Town of Paradise feel supported during the long processes of search and rescue and repopulation.

#### NOTES FROM THE FIELD

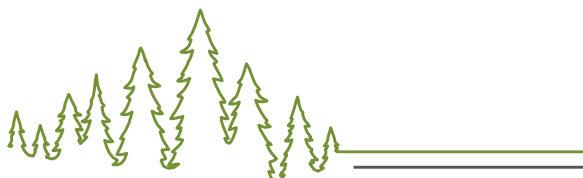
“The most impressive work [during the response] was the partnership and collaboration between all agencies involved – county, state, FEMA, Paradise, Chico, Oroville, and more.”

- Survey Respondent

### STRENGTHS

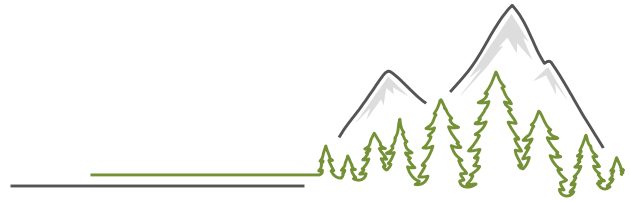
**Strength 1: The culture of the Town of Paradise and Butte County lends itself to coordination between agencies and partners, due to pre-existing relationships and past emergency responses.**

Part of living in a small, rural town like Paradise involves building relationships with agencies and partners both professionally and personally to ensure response efforts are coordinated quickly. The Town of Paradise had the benefit of previous experience with fire responses, which meant that Town personnel were already familiar with who to reach out to for help and assistance. The Town began communicating immediately on the morning of the fire with Butte County. Butte County personnel reached out proactively to Town personnel to ask what was needed and how they could assist. Neighboring cities (Chico and Oroville) reached out as well to assist in any





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way possible. Many regional partners did not wait for the call to give support or activate resources but knew where support would be needed and activated resources accordingly. Some resources streamed into the Town very quickly on the morning of the fire due to the strength of these pre-existing relationships between city and county departments and agencies, even though other resources could not be sent into the Town due to the danger of the fire (e.g., personnel to assist with traffic control). Due to the speed of the fire, these strong, pre-emergency relationships likely saved lives that morning by saving valuable time that, in other response, has been spent in tracking down the appropriate contact and making resource requests.

**Recommendation 1:** Continue to celebrate and maintain the strength of interagency relationships within the Town of Paradise and with external partners by prioritizing annual opportunities for Operational Area and regional exercises and training.

**Strength 2: Interagency coordination between the Paradise Police Department and BCSO was very smooth and reflected strong working relationships day-to-day.**

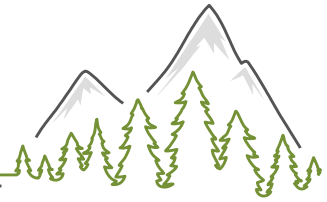
In the words of a Paradise Police Department representative, “there was a gap in communication but never in coordination” and everyone’s mindset was “what is the next biggest problem that needs to be solved, and who needs to be there to help it?” <sup>48</sup> BCSO deployed immediately to assist before any requests for assistance could come in from Paradise Police Department. Day-to-day, if Paradise Police Department asks for help, BCSO provides assistance without any hesitation, and the law enforcement community as a whole has historically been very good about working well across departmental lines.<sup>49</sup>

**Recommendation 2:** Document lessons learned and successes from the Camp Fire relative to the coordination between the Paradise Police Department and the BCSO. Incorporate the lessons learned into plans, procedures, and training and continue to exercise the coordination process.

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<sup>48</sup> Stakeholder interview  
<sup>49</sup> Stakeholder interview





**Strength 3: The contractual agreement between the Town of Paradise and CAL FIRE streamlined response procedures and ensured quick access to mutual aid resources and funding, allowing response efforts to scale up immediately on the morning of the fire.**

The Town of Paradise contracts CAL FIRE to manage its fire services. The Town pays CAL FIRE for use of their personnel while it maintains its own fire stations, fire engines, and equipment. CAL FIRE has four staff members who rotate as Duty Chiefs for the Town of Paradise who are responsible for fire operations in the Town. Because CAL FIRE already had authority to respond, they did not have to route approval for action or for additional resources through the Town or through Butte County. As such, they were able to move quickly to scale up resources immediately that morning. Instead of the Town and the County requesting 50 strike teams, for example, CAL FIRE was able to immediately initiate those resource requests. The CAL FIRE and county Incident Management Team (IMT) handled a lot of public information, staffing decisions, search and rescue functions, and recovery planning. Five IMTs have been deployed in the last five years in the County, so they had the benefit of previous experience and knowledge of the area. Financially, this also allowed the State of California to fund the costs of CAL FIRE efforts and response, saving the Town of Paradise and Butte County much needed financial resources for other functions. CAL FIRE's authority, experience, and role in the Town of Paradise were instrumental to securing the necessary resources for such an immense fire emergency.



CAL FIRE members responding to the Camp Fire.

Source: CAL FIRE

**Recommendation 3:** Regularly review and update the Cooperative Agreement as well as document successes into plans and procedures.

**Strength 4: The Town of Paradise felt well supported by state and federal agencies, from assembly members and congressmen to FEMA and Cal OES personnel.**

State and federal agency personnel deployed to the area and were a visible presence in the Town. Seeing state and federal representatives as “boots on the ground” helped the Town to feel supported when most of the Town’s staff was still reeling from the personal impacts of the fire on their lives and their community. It also helped that FEMA and Cal OES personnel reiterated the unprecedented nature of the fire, and that “they had





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never seen anything like this.”<sup>50</sup> During repopulation efforts as well, the Town worked very closely with Cal OES and FEMA to manage debris removal, and FEMA helped to enforce local health ordinances to ensure individuals were not moving back onto property that was still deemed hazardous.

**Recommendation 4:** Coordinate with Butte County OEM, Cal OES, and FEMA before and in the immediate aftermath of future events or emergencies to promote effective coordination in accordance with the Standardized Emergency Management System (SEMS).

**Strength 5: The Town was able to rely on CAL FIRE, BCSO, and search and rescue mutual aid to handle search and rescue functions. The Town had a minor role in oversight and coordination, freeing them up to concentrate on other tasks.**

Search and rescue operations were ongoing for more than three weeks. This was an enormous undertaking but was well coordinated under law enforcement leadership with search and rescue mutual aid support. The Paradise Police Department requested mutual aid through the BCSO, who is the local law enforcement mutual aid coordinator, for coordinating search and rescue operations. Due to the size of the effort required, Town and county capacity would have been completely overwhelmed, and mutual aid offered the resources needed to handle search and rescue under one coordinated structure. There were no issues between competing Town and county efforts since everything was handled as part of one response effort. In addition, coroner efforts were partnered with search and rescue to streamline death investigations.

**Recommendation 5:** Establish a sustainable framework and document the process for leveraging the search and rescue mutual aid model in support of the Town of Paradise during future disasters.

**Strength 6: The interagency, methodical process used to repopulate the Town of Paradise was a success.**

BCSO led a systematic repopulation effort for evacuated areas. Convening an interagency team, which consisted of first responders, Butte County and Town of Paradise staff, and utility agencies, BCSO led a methodical approach to repopulation that successfully allowed for the safe return of residents to the Town of Paradise.

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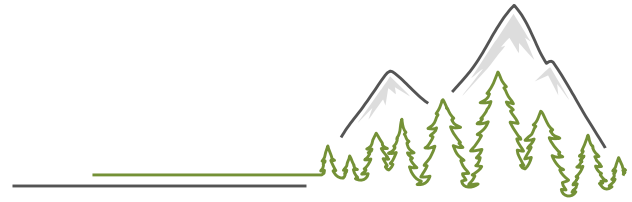
<sup>50</sup> Online Survey







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Meeting daily, this group examined each evacuation zone for health and safety threats that may threaten repopulation. At each meeting, each stakeholder would brief on progress and risks and the group would discuss challenges such as the cascading impacts of reopening one zone on the repopulation of other zones. Using mapping and a coding system, each geographic area was marked with an “O”, which indicated that the area was not ready for repopulation; once every party present at the repopulation meeting agreed it was safe to repopulate an area, the circle was colored in with blue and marked with an “X”.<sup>51</sup>

While the repopulation effort was complex, the process led by BCSO was effective and allowed the Town of Paradise to successfully repopulate. In addition, the Town of Paradise Evacuation Plan served an important purpose for repopulation. The repopulation working group used each evacuation zone defined in the Evacuation Plan as a geographic zone for consideration of repopulation. The fact that each zone was defined in advance prevented the repopulation working group from having to spend time determining zones post disaster. This greatly expedited decision-making, as the working group immediately had compartmentalized areas of the Town of Paradise to focus on.<sup>52</sup> Under circumstances where the local government was under immense pressure to repopulate evacuated areas, any measure which helped expedite decision-making was much appreciated by both the public and the repopulation working group. The evacuation zones delineated in the Evacuation Plan served multiple purposes across the Camp Fire response and recovery. They not only expedited decision-making during evacuation, but they helped the interagency repopulation working group immediately address critical issues as opposed to spending time determining how to best compartmentalize the evacuated area.

**Recommendation 6a:** Document the process utilized to repopulate the Town of Paradise in a formal Repopulation Plan, working with BCSO and the County, and include tools such as check lists and maps to assist when the plan is activated; jointly exercise this capability.

**Recommendation 6b:** Formalize the process of using evacuation zones for the purposes of repopulation in the Repopulation Plan.

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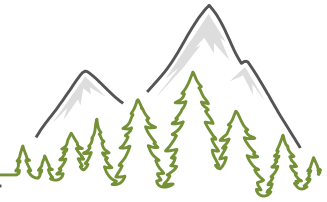
<sup>51</sup> Byik, Andre. “We don’t want a tragedy upon a tragedy”: Inside the Camp Fire repopulation effort.” Enterprise-Record. <https://www.chicoer.com/2018/11/27/we-dont-want-a-tragedy-upon-a-tragedy-inside-the-camp-fire-repopulation-effort/>  
<sup>52</sup> Stakeholder Interview







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**Strength 7: CAL FIRE was able to represent the Town of Paradise in much of the repopulation effort to allow the Town to focus on continuity of operations.**

CAL FIRE, due to the pre-established cooperative agreement with the Town of Paradise, was able to support response and recovery efforts on behalf of the Town of Paradise. Because the Town of Paradise was so overwhelmed by the incident and because many Town staff were disaster victims themselves, CAL FIRE helped represent the Town of Paradise for much of the repopulation effort.<sup>53</sup> CAL FIRE supported different efforts related to repopulation. In addition to participating in the general repopulation working group, CAL FIRE was a part of task forces which addressed environmental challenges that stood as roadblocks to repopulation. For instance, CAL FIRE served as part of the Camp Fire Watershed Emergency Response Team alongside California Geological Survey, State of California Department of Water Resources, California Water Board, US Forest Service, and US Geological Survey.<sup>54</sup>



CAL FIRE Twitter Update.

Source: [https://twitter.com/CAL\\_FIRE?ref\\_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor](https://twitter.com/CAL_FIRE?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor)

**Recommendation 7:** Formalize and document the roles in which CAL FIRE will act on behalf of or in coordination with the Town of Paradise within the previously mentioned Repopulation Plan.

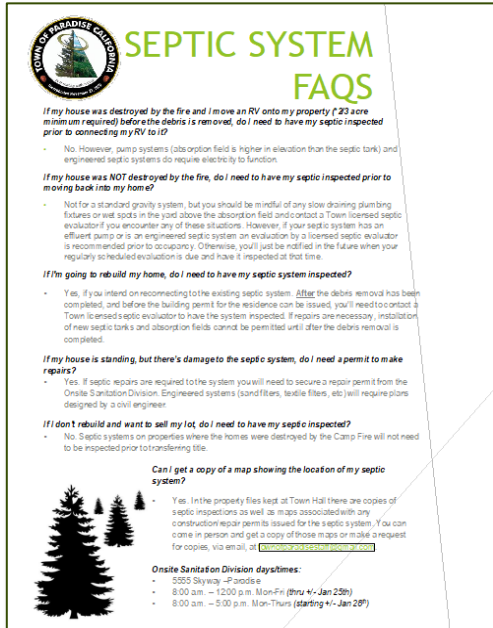
<sup>53</sup> Stakeholder Interview

<sup>54</sup> California Watershed Emergency Response Team. "Camp Fire Watershed Emergency Response Team Final Report." <https://www.waterisac.org/system/files/articles/WERT%20Report%20-%20Camp%20Fire.pdf>





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Septic System FAQ

Source: <https://Buttecountyrecovers.org>

**Strength 8: The Town benefited from the County’s leadership in and support to repopulation efforts.**

The County led, in coordination with the Town of Paradise, many efforts, which contributed to the repopulation and recovery effort. For instance, the County and the Town jointly developed the Butte County Recovers website, which provided extensive information to the public regarding initiatives such as debris removal and right of entry. The County and the Town worked together to execute hazard tree removal, ensure septic tanks were safe, issue urgency orders for temporary housing, among many other initiatives. In addition to these efforts, the County provided public health support to the actual repopulation effort. During repopulation, the County had mental and behavioral health support available for survivors and provided residents with PPE and the Health Officer order regarding the toxic ash prior to residents sifting through the remains of their homes. Without county support, the Town of Paradise would not have been able to accomplish repopulation as effectively or efficiently.

**Recommendation 8a:** Define and document a process for working with Butte County following an incident to expeditiously activate a “Buttecountyrecovers.org” web page.

**Recommendation 8b:** Work with the County and other relevant agencies to develop an Environmental Recovery Plan, which includes topics such as watershed protection and cleanup, debris removal, septic tank management, etc.

**Strength 9: Interagency task forces created to address specific issues within the repopulation effort effectively managed diverse challenges.**

Multiple agencies came together to create many multi-disciplinary task forces to address roadblocks to repopulation. For example, a hazard tree task force was quickly created to address trees which blocked roadways and were a fall hazard, posing a threat to the cleanup effort. This was one of the first priorities of the repopulation working group, as hazard trees had to be cleared to begin to address other issues such as utilities





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restoration.<sup>55</sup> Other task forces were also created which addressed issues such as water contamination due to toxic ash runoff. In addition to the task forces created at the local level, at the state level, Cal OES created multiple task forces in response to both the Camp Fire and the Southern California Woolsey fire. These task forces focused on specific aspects of the response and recovery including schools, housing, debris removal, watershed, volunteer and donations management, utilities, and more.<sup>56</sup>

**Recommendation 9:** Continue to convene the task forces created during the Camp Fire quarterly to discuss long-term recovery efforts and preparedness initiatives to better prepare for future disasters.

## AREAS FOR IMPROVEMENT

**Area for Improvement 1: While shelter operations were the responsibility of Butte County and were executed quickly on November 8, the Town of Paradise was not able to communicate initially with the sheltering branch at the County EOC to get updates.**

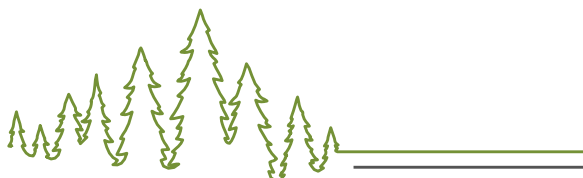
The Town EOC initially had trouble communicating with the County EOC regarding where shelters were being setup, how to direct residents to shelters, and how quickly the shelters would be activated. This is partly a factor of the speed of the response efforts required on the morning of November 8; the County had to operate very quickly to activate shelters and shelter personnel to handle the immediate influx of evacuees. Updates and communication with Town EOC personnel lagged behind the shelter setup operations at the County level. Shelters filled up quickly, requiring new shelters to open and further delaying information flow.

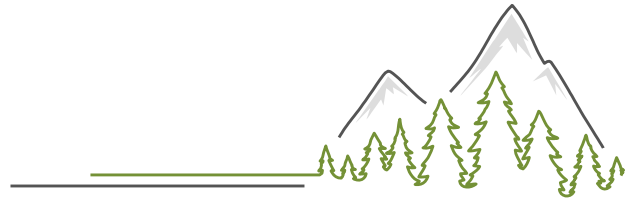
**Recommendation 1:** Facilitate a discussion with Butte County departments regarding communication pathways for shelter updates between the County EOC and affected towns and cities.

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<sup>55</sup> Stakeholder Interview

<sup>56</sup> Federal Emergency Management Agency. "State and federal partners respond to the California wildfires." <https://www.fema.gov/news-release/2018/11/17/4407/state-and-federal-partners-respond-california-wildfires>





**Area for Improvement 2: Animal emergency response operations were not coordinated and lacked central leadership and standard operating procedures.**

Through mutual aid, animal emergency response was coordinated through Butte County Public Health. Unfortunately, there were significant gaps in communication and coordination regarding animal rescue efforts between the Town and the County. From the beginning, there was a lack of planning in Butte County to accommodate a large animal rescue and sheltering operation of the scale and duration of the Camp Fire. There were not enough resources in the County to handle large-scale evacuation and sheltering. This led to numerous, independently-run volunteer groups organizing their own response efforts. There was no central leadership to organize and unite the efforts being made by these smaller groups, who often refused to work with each other and bred animosity and competition for resources. There were also no standard operating procedures or regulatory guidelines to enforce ordered, legally legitimate animal response efforts. Volunteer animal rescuers were continuously able to penetrate security blockades and take animals out of the Town without proper documentation or tracking. Such a large area during a huge fire is difficult enough to secure and public information could have assisted in preventing these issues. It should be noted, however, that both University of California Davis’s Veterinary Program as well as the North Valley Animal Disaster Group (NVADG) were tremendous assets who helped during the initial response by providing invaluable expertise and technical assistance.<sup>57</sup> Overall, the Town of Paradise should coordinate closely with Butte County Public Health to develop additional Town ordinances related to animal authorities during an emergency. The Town of Paradise should also continue to advocate for more support for the County’s animal control resources.

**ANIMAL RESPONSE**

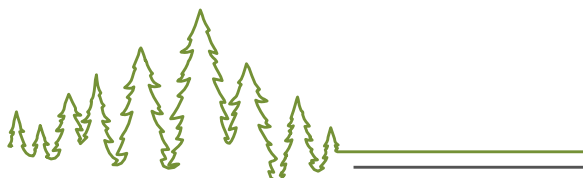
“The animal rescue response was not anticipated and insufficient support for this function through all levels of the response continued for many months after the incident.”

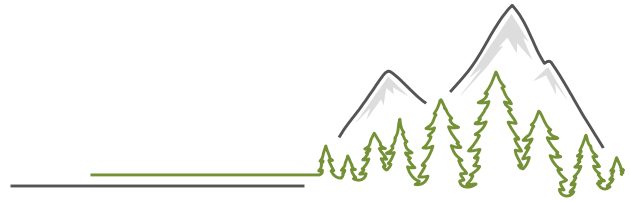
- Survey Respondent

**Recommendation 2a:** Coordinate with Butte County Public Health and Animal Control personnel to develop draft Town ordinances related to animal authorities for institution during an emergency.

**Recommendation 2b:** Continue to advocate for more resources for the County’s animal control resources.

<sup>57</sup> Stakeholder interview





## Public Information

### | SUMMARY

The primary disaster response mission for the Town of Paradise on November 8, 2018 was to work hand-in-hand with local and state mutual aid resources and CAL FIRE to execute a coordinated, safe, and effective Town-wide evacuation. Support came from every direction as response agencies and residents alike joined forces on behalf of the Town to safely get people off the ridge.

The Town states in its EOP that emergency public information is a priority of utmost importance during disasters. The EOP further outlines that it is the primary responsibility of the Town to provide accurate and timely information to the public regarding conditions, threats, and protective measures surrounding disasters. It also denotes that operating within a centralized and coordinated fashion among all involved jurisdictions, agencies, and organizations is optimal for promoting unified messaging and avoiding confusion.<sup>58</sup>

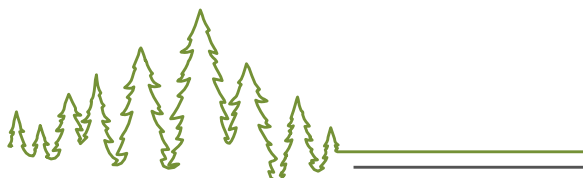
A vast majority of Town residents lost everything they had in the Camp Fire. The weeks and months that followed the incident left them working to slowly put the pieces of their lives back together again. Beginning the day before the fire, Town officials crafted and disseminated a message via Facebook to alert residents of the potential PSPS event due to the expected high wind conditions. During and after the fire, Town officials continued to disseminate pertinent information to Paradise residents and the public. Specifically, they continued to push messages regarding the evacuation orders as well as shelter information via the Town's social media channels. They produced press releases, participated in daily press conferences, fielded countless media inquiries, promptly responded to requests for information, and more.

#### **HIGH DEMAND FOR INFORMATION**

“People were chomping at the bit to get back in to check on their property. This became the biggest public information need.”

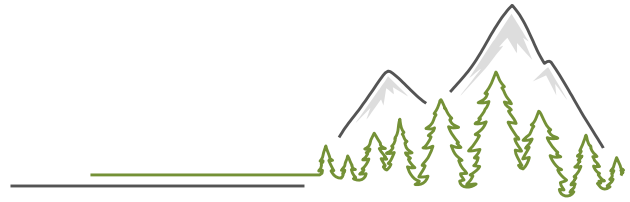
- Stakeholder interview

<sup>58</sup> Town of Paradise Emergency Operations Plan, November 2011, Section 5.4 (page 54).





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While the Town did assume a proactive posture with regards to public information, there were still some notable challenges. It was highlighted during stakeholder interviews that, on November 8, the Town’s two trained PIOs faced a myriad of challenges in seamlessly covering the Town’s public information needs. Due to the nature of the disaster and the EOC evacuation on the morning of November 8, the Town PIOs were forced to perform their job functions using personal cell phones and borrowed laptops and tablets for a week following the fire. It was also noted that Town officials eventually began to work outside of the Joint Information Center (JIC) framework in an effort to more swiftly get accurate information to Town residents. While this may have been perceived as the Town separating themselves from the JIC and opting to operate in their own silo, it was their best effort to manage their responsibility of providing timely and relevant disaster-related information and updates to the residents and to the public.<sup>59</sup>

In the days following the incident, the Town was completely closed. For health and safety reasons, residents were not allowed to return to their properties which created a growing sense of angst among Town evacuees. Despite the Town officials’ continuous and redundant efforts to push out the most critical information to the public as fast as they could, Town residents and the public continued to demand more. It was observed that, where there was a perceived lack of information, community members began to make assumptions and develop their own accounts of what was and was not being done in the Town.

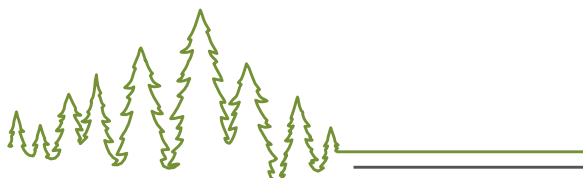
## | STRENGTHS

### **Strength 1: The launch of the Butte County Recovers website was extremely helpful in providing visibility for disaster survivors.**

An EMMA PIO from Sonoma County provided a framework that Sonoma County had previously used for a recovery website which was used to stand up the Butte County/Town of Paradise recovery site - Butte County Recovers.<sup>60</sup> The website served as a great resource for disaster survivors and helped streamline the critical

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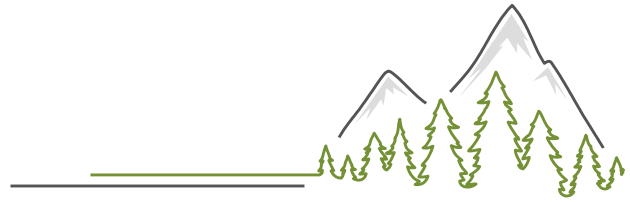
<sup>59</sup> Town of Paradise Camp Fire Hot Wash  
<sup>60</sup> Town of Paradise Camp Fire Hot Wash







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information they had been requesting such as information regarding their property, critical disaster recovery resources and support, and regular Camp Fire updates.

**Recommendation 1a:** Work with Butte County partners to assess the effectiveness of the Butte County Recovers website. Work collaboratively with county personnel to develop an action plan for making any identified improvements to the website to include a more robust section specific to the Town of Paradise. As needed, provide support to the County in maintaining the website as a means of offering ongoing disaster recovery support and resources.



Butte County Recovers Website Homepage.

Source:<https://Buttecountyrecovers.org>

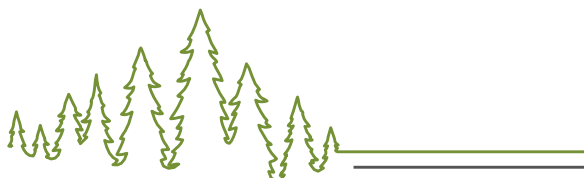
**Recommendation 1b:** Work with Butte County partners to devise a strategy for quickly standing up a website like Butte County Recovers in the immediate aftermath of significant disasters. Further, the Town of Paradise and the County of Butte should document the strategy and incorporate it into relevant disaster recovery plans.

**Strength 2: The Town was forward-leading in providing ample information to residents regarding the Town's reentry.**

It was emphasized during stakeholder interviews that the Town delivered outstanding public information surrounding the reentry process.<sup>61</sup> On Tuesday, November 27, days before the Town allowed residents to return to their properties, the Paradise Town Council hosted a meeting in the Chico City Council chambers to brief the public on its plan for reentry.<sup>62</sup> They identified the specific evacuation zones they would reopen access to first and emphasized the safety precautions residents would be asked to take as they returned to Town. Working alongside its Butte County partners, the Town continued to communicate reentry expectations and prepared

<sup>61</sup> Stakeholder interview

<sup>62</sup> Paradise Post, Town updates residents on Camp Fire recovery. <https://www.paradisepost.com/2018/11/29/town-updates-residents-on-camp-fire-recovery/>





materials for reentry checkpoints where residents received reentry kits. These kits contained pertinent health and safety information as well as PPE provided by the County.<sup>63</sup>

**Recommendation 2:** The Town of Paradise should examine lessons learned and document findings from the open and transparent posture it assumed surrounding the Town’s reentry. The lessons learned should be carefully weighed and, as appropriate, adopted as best practice for community engagement and public information in the aftermath of future disasters.

## AREAS FOR IMPROVEMENT

**Area for Improvement 1: The Town of Paradise did not have a sufficient roster of trained PIOs to support the Town’s public information needs throughout the Camp Fire.**

It was underscored during stakeholder interviews that, at the time of the Camp Fire, the Town’s full time PIOs were overwhelmed by the rapidly moving fire which quickly exhausted the Town’s ability to seamlessly keep information flowing<sup>64</sup>.

**Recommendation 1a:** The Town of Paradise should identify at least three of its full-time staff (1 primary and 2 backup) who it will support through the completion of basic, intermediate, and advanced PIO training.

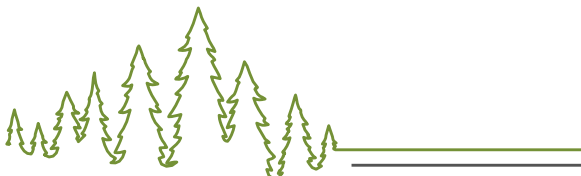
**Recommendation 1b:** The Town of Paradise should spearhead a public information work group to share best practices with other Town officials and department leads. The objective of this Work Group is to build awareness and proficiency around basic PIO skills.

**Recommendation 1c:** Develop PIO staffing augmentation plans and mechanisms utilizing trained volunteers and mutual aid.

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<sup>63</sup> Stakeholder interview

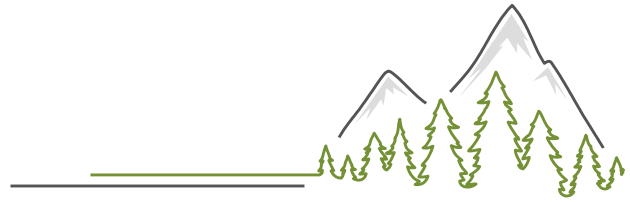
<sup>64</sup> Town of Paradise Camp Fire Hot Wash







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**Area for Improvement 2: There was a lack of unity across the Town’s leadership regarding public information.**

It was highlighted during stakeholder interviews that, days after the Camp Fire was fully contained, Town residents began to express an increasing demand for timely and accurate information about the status of their properties. Further, it was noted that voluntary posts from a Town leader’s personal Facebook page raised concern because they posed a risk of being misconstrued by the public as official guidance from the Town. The level of confusion grew and was made evident when news stations started bypassing the Joint Information Center and reaching out directly to the Town leader as a trusted source of information from the Town<sup>65</sup>. EOC staff took the necessary steps to address this concern as the lack of unity in public messaging had potentially devastating impacts on the Town and its residents.

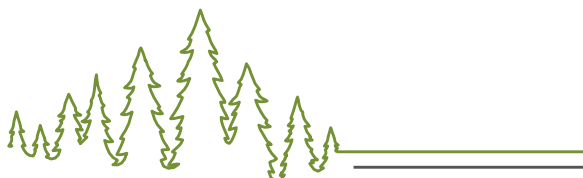
**Recommendation 2a:** The Town should review and, as needed, update all applicable social media policies and other related policies pertaining to Town staff and elected officials to ensure that unity of public messaging can be maintained and enforced.

**Recommendation 2b:** The Town should plan and host an internal public information workshop for all Town staff and elected officials to discuss the impacts of unified versus disjointed public information.

**Recommendation 2c:** The internal public information workshop should also be leveraged to review the updated social media policies or other related policies.

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<sup>65</sup> Town of Paradise Camp Fire Hot Wash





## Continuity of Government

### | SUMMARY

The Town of Paradise, despite the catastrophe they experienced on November 8 and the lasting impacts of the incident, ensured fundamental government services remained operational in the period following the Camp Fire. COG was prioritized immediately after life safety, as the Town took action to ensure the government could maintain its administrative and policy-making functions. Town staff and elected officials all exemplified their commitment to the Town as they continued to operate while displaced and dealing with the personal impacts of the disaster.

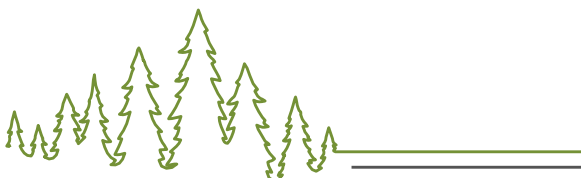
Overall, the Town of Paradise was able to successfully maintain COG throughout the devastation. Through the pre-established agreement with the City of Chico, the Town was not only provided an alternate location to conduct EOC operations but also utilized City of Chico council chambers to conduct Town Council meetings. By requesting EMMA, the Town was able to fully staff the EOC, and this allowed Town staff to continue to execute normal roles and responsibilities. As the town transitioned from the response to the recovery phase, staff made every effort to continue government operations as seamlessly as possible given the severity of the situation.

### | STRENGTHS

**Strength 1: Utilizing EMMA to staff the EOC allowed Town staff to handle personal matters and resume normal roles and responsibilities.**

The utilization of EMMA was a huge success in the Camp Fire response and recovery effort by the Town. Not only did staffing of the EOC with EMMA personnel bring immense subject matter expertise to the Camp Fire response, it also allowed Town staff to address their own loss resultant of the Camp Fire and to more quickly transition back to performing their normal duties. The staffing of the EOC with EMMA personnel was critical to maintaining government operations. Without EMMA staff, the Town would not have been able to perform normal government services, as all staff would have been overwhelmed with disaster operations.

**Recommendation 1:** Formalize the process of immediately requesting EMMA staffing support upon a high-level activation of the EOC in the Town EOP and Continuity of Government/Operations(COG/COOP) Plan.





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**Strength 2: The Town Manager handed off their role as EOC Director, which allowed the Town Manager to focus on ensuring the Town continued to run.**

Approximately one week after the fire, the Town Manager who first filled the role of EOC Director, recognized the need to hand off the EOC Director responsibility. This transition allowed the Town Manager to address issues concerning COG and facilitated the transition to recovery. The new EOC Director showed commitment to the community, stepping up to fill the role and providing Town-specific guidance to the EOC, which was staffed with personnel from outside the Town of Paradise who were not familiar with Town policy and procedure. While this handoff benefited continuity of government, the Town must establish formal lines of succession to ensure those that fill positions have the appropriate training.

**Recommendation 2a:** Formalize lines of succession and triggers for the handoff of the EOC Director position from the Town Manager to another Town staff member in the EOP and/or COG/COOP.

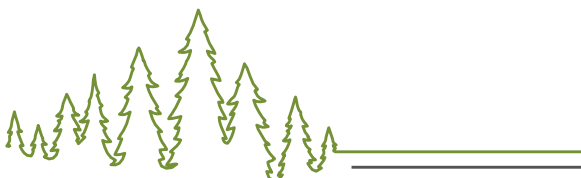
**Recommendation 2b:** Ensure that personnel expected to fill the EOC Director role and all other EOC positions have adequate training to carry out their respective roles and responsibilities.

**Strength 3: The pre-established agreements in place with City of Chico allowed the Town to continue to operate to some extent, providing necessary facilities, office space, and technology.**

City of Chico provided invaluable support in helping the Town continue to operate. The City of Chico housed the Town's alternate EOC and provided technology, such as phones and computers, so EOC operations could be stood up. In addition, the City of Chico allowed the Town of Paradise to host their normally scheduled Council Meetings in the City of Chico council chambers. This allowed Town Council to continue to hold meetings and address issues critical to the Camp Fire recovery. Overall, the City of Chico aided the Town's continuity of government efforts in that they supplied facilities, resources, and immense support.<sup>66</sup>

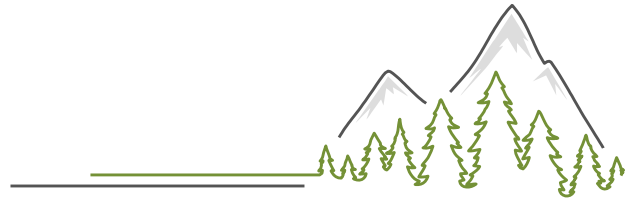
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<sup>66</sup> Town of Paradise Camp Fire Hot Wash





TOWN OF PARADISE  
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**Recommendation 3:** Continue to foster a collaborative relationship with City of Chico through joint training and exercise.

**MINUTES  
PARADISE TOWN COUNCIL  
REGULAR MEETING – 6:00 PM – November 13, 2018**

**1. OPENING**

The Regular meeting of the Paradise Town Council was called to order by Mayor Jones at 6:18 p.m. in the City of Chico Council Chamber located at 421 Main St, Chico, California who led the Pledge of Allegiance to the Flag of the United States of America and was followed by a moment of silence for those who lost their lives in the Camp Fire. An invocation was offered by Vice Mayor Bolin.

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

**COUNCIL MEMBER ABSENT:** None

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

- 1a. Mayor Jones waived Reading of Proclamation that Recognizes November 2018 as National Runaway Prevention Month.
- 1b. Ward Habriel filled in for Alan Hudson and commented on Make a Difference Day.  
Ward Habriel stated he will have projects next year that involve fire prevention and beautification of Paradise.
- 1c. No update on Road Projects in the Town of Paradise

**2. CONSENT CALENDAR**

Staff asked for Items 2c, 2h and 2k to be removed from consent calendar.

**MOTION by BOLIN, seconded by Lotter,** approved all consent calendar items 2a-2l as presented. Roll Call was unanimous.

- 2a. Approved minutes of the October 9, 2018 Town Council meeting.
- 2b. Approved October Cash Disbursements in the amount of \$1,238,210.71
- 2c. Item Removed from Consent Calendar.
- 2d.
  1. Adopted Resolution No. 18-43. A Resolution of the Town Council of the Town of Paradise accepting Contract No. 16-02, Trailway Enhancements Project, performed by Pacific Excavation of Elk Grove, California.

Meeting Minutes from November 13th Council Meeting

Source:<https://www.townofparadise.com/index.php/our-government/agendas-and-minutes>

**Strength 4: Council members continued to perform responsibilities through the response, despite the personal impact of the fire on elected officials.**

Even though all council members lost their homes in the Camp Fire, they held steadfast in their commitment to the Town, immediately addressing issues resultant of the disaster and providing leadership to the community.<sup>67</sup> Many of the council members, once evacuated, reported to the EOC to see where they could assist in the evacuation. Council members visited shelters and handled media requests on top of their normal duties. Council members showed immense dedication to their positions and the Town, working in their cars, and doing what they had to do to overcome the extenuating circumstances.<sup>68</sup> Overall, the elected officials within the Town of Paradise acted as leaders through the Camp Fire response and recovery.

**Recommendation 4:** Clearly define the role of council members following a disaster and provide them with appropriate training to carry out their defined roles, such as media training.

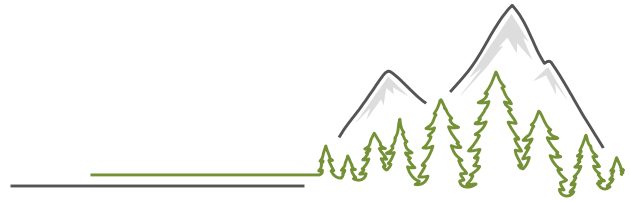
67 Large, Steve. "Rebuilding Paradise: City Council Holds First Meeting Since Camp Fire Wiped the Town Out." CBS Sacramento. <https://sacramento.cbslocal.com/2018/11/13/rebuilding-paradise-city-council/>

68 Stakeholder Interview





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**Strength 5: The town successfully executed its administrative and policy functions following the Camp Fire.**

Even with the catastrophe at hand, the Town of Paradise continued to execute its administrative and policy functions. Through the response and recovery efforts, the Town still responded to numerous requests for public records under the California Public Records Act. In addition, the Town continued to make policy decisions in support of the disaster response. For example, the Town issued an urgency ordinance for temporary housing.<sup>69</sup> While this ordinance had to be amended for purposes of health and safety, the issuance of the ordinance exemplifies the Town's commitment to policy making in support of recovery following the Camp Fire and underscores the Town's success in COG.

**Recommendation 5:** Take lessons learned from the Camp Fire in maintaining essential services and incorporate those lessons into the EOP and/or a formal COG/COOP plan.

## AREAS FOR IMPROVEMENT

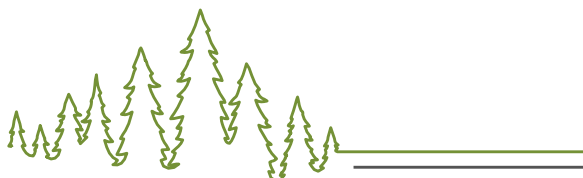
**Area for Improvement 1: While the arrangement with City of Chico helped the Town have some of the necessary infrastructure in place to continue to operate, the Town did not have sufficient technological resources or pre-established processes to ensure that it could function at full capacity.**

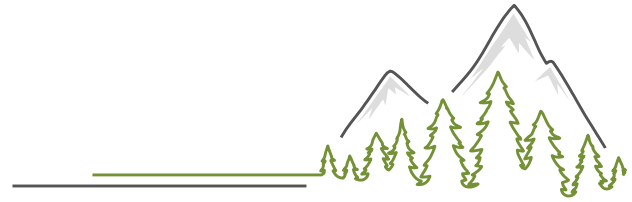
The extended evacuation of the Town posed extensive challenges to Town of Paradise government operations. While the relocation of the EOC and the provision of the City of Chico Council Chambers as a location to hold Town of Paradise Council Meetings greatly assisted in the continued operations of the Town, the Town still faced disruption due to a lack of access to technological resources. Completely uprooted from physical government offices, Town staff could not access data easily. There was no contingency in place for this process so access to databases was limited, if not nonexistent. The City of Chico and the County showed endless support and tried to provide assistance here, even if it was out of their purview, but the Town still struggled to access critical data.<sup>70</sup>

**Recommendation 1:** Establish formal processes for accessing critical information following a disaster under circumstances where the Town is displaced. Ensure that redundancies are in place.

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<sup>69</sup> Town of Paradise Camp Fire Hot Wash  
<sup>70</sup> Town of Paradise Camp Fire Hot Wash





**Area for Improvement 2: Some staff were unable to locate housing immediately following the fire due to emergency responsibilities related to their position.**

Following the evacuation of the entire Town of Paradise, soon came a massive housing shortage in the surrounding areas. As Town staff were busy staffing the EOC in the initial days following November 8, prior to the acquisition of EMMA staff to fill EOC roles, some Town staff missed the window for securing available housing, as housing quickly became a very scarce resource. This posed long-term challenges for some of the staff, as they had to continue to execute normal and emergency job duties without any temporary housing for themselves and their families. This placed additional stress on already overwhelmed and exhausted Town staff.<sup>71</sup>

**Recommendation 2:** Establish a memorandum of agreement (MOA) with local housing providers in surrounding jurisdictions that can be activated to provide temporary housing to Town staff to lessen the burden on Town staff to try and find emergency housing following a disaster.

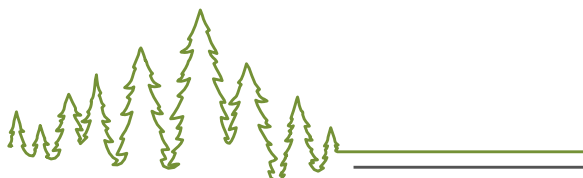
**Area for Improvement 3: Staff burnout was immense, as staff attempted to handle emergency response, normal operations, and deal with the personal impact of the disaster.**

Because of the severity of the incident, the sheer amount of work that had (and continues) to be completed because of the Camp Fire, and the fact that Town staff were disaster victims themselves, Town of Paradise government personnel face extreme burnout from the Camp Fire. While their commitment to the Town continued through the disaster response, the physical (i.e. exhaustion) and mental (i.e. trauma) effects of the incident took a toll on Town staff. This burnout and trauma are an ongoing consequence of the disaster that the Town of Paradise has to continue to manage.<sup>72</sup>

**Recommendation 3:** Ensure mechanisms are in place to relieve staff of duty when feasible and to provide mental and behavioral health resources for handling trauma following disaster.

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71 Town of Paradise Camp Fire Hot Wash  
72 Town of Paradise Camp Fire Hot Wash



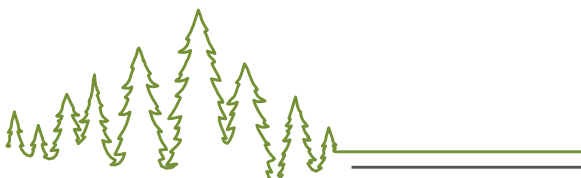


## Final Thoughts

The unprecedented speed and ferocity of the Camp Fire overwhelmed existing plans, procedures, systems, and resources. Despite the overwhelming impact of the Fire, Town staff and residents rose to the occasion and responded effectively, and often heroically, to the challenges of this disaster. Commitment to the whole community was exemplified in a complete evacuation under near impossible conditions, coordination of emergency response and initial recovery operations while having to relocate the EOC to another city, provision of effective public information, expeditious Town repopulation under the circumstances, and continuation of government services. This commitment is further exemplified by the Town leadership commissioning and participating in the developing of this AAR and CAP.

The Town AAR/CAP shows a way forward for the Town, capturing lessons learned from both strengths as well as areas needing improvement exhibited during the Camp Fire. These documents situate the Town to incorporate these findings into emergency planning, training, and exercise programs that will improve the Town capability to respond to future emergencies/disasters. In addition to reflecting Town commitment to continuous improvement, this AAR/CAP provides critical experience-based lessons and recommendations that will contribute to knowledge and preparedness of other jurisdictions as they plan for future emergencies.

As the Town of Paradise continues the ongoing, complex, and lengthy path to recovery, the spirit of commitment and dedication to the people of Paradise reflected in this document will continue to both guide future preparedness actions as well as honor those lost and those who sustained losses during the Camp Fire.

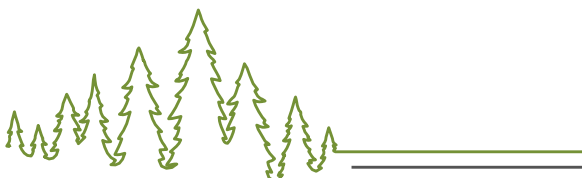




## Appendices

### ACRONYMS

AAR	After Action Report
BCSO	Butte County Sheriff's Office
Cal OES	California Office of Emergency Services
CAP	Corrective Action Plan
COG	Continuity of Government
COOP	Continuity of Operations
DAFN	Disabilities and Access and Functional Needs
DRC	Disaster Recovery Center
EMMA	Emergency Managers Mutual Aid
EOC	Emergency Operations Center
EOP	Emergency Operations Plan
FEMA	Federal Emergency Management Agency
ICP	Incident Command Post
ICS	Incident Command System
IMT	Incident Management Team
JIC	Joint Information Center
MOA	Memorandum of Agreement
NVADG	North Valley Animal Disaster Group
NWS	National Weather Service
OEM	Office of Emergency Management
PG&E	Pacific Gas & Electric



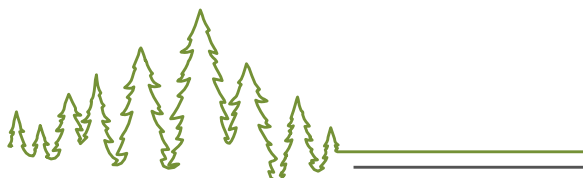




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PIO	Public Information Officer
PPE	Personal Protective Equipment
PSPS	Public Safety Power Shut off
SEMS	Standardized Emergency Management System
SOC	State Operations Center





## REFERENCES

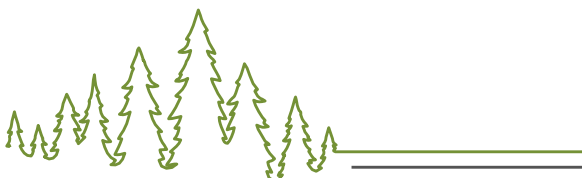
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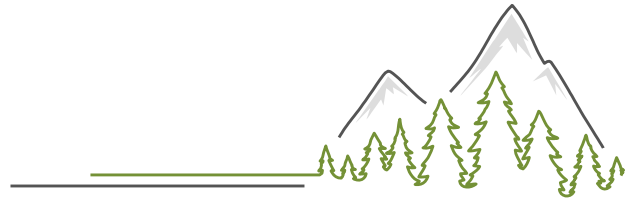
## ACKNOWLEDGEMENTS

Special thanks to the following individuals who contributed to the production of this AAR	
Name	Agency & Role
Ashley Slight	Constant Associates Content Author and Hot Wash Facilitator
Cindy Beard	Constant Associates Project Support and Researcher
David Hawks	CAL FIRE Document Reviewer
Dina Volenski	Town of Paradise Document Reviewer
Eric Reinbold	Town of Paradise Document Reviewer
Hieu Vo	Constant Associates Project Support and Researcher
Jason Ferguson	Constant Associates Project Manager and Lead Content Author
Jim Sims	Constant Associates Content Author and Document Editor
Katie Simmons	Town of Paradise Document Reviewer
Keith Harrison	Constant Associates Content Author and Hot Wash Facilitator
Kevin Phillips	Town of Paradise Project Oversight Team and Document Reviewer
Kristen Baird	Constant Associates Project Support and Document Editor
Lauren Gill	Town of Paradise Project Oversight Team and Document Reviewer



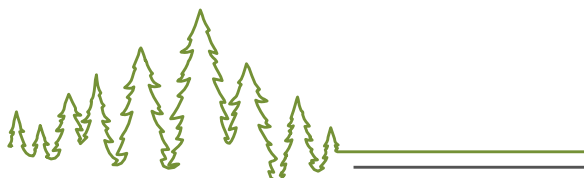


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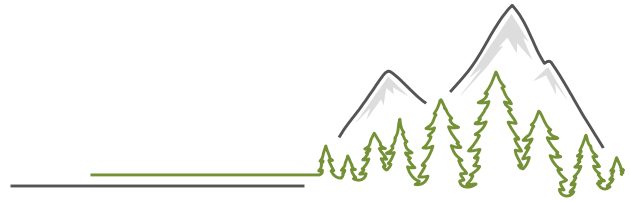
**Special thanks to the following individuals who contributed to the production of this AAR**

<i>Name</i>	<i>Agency &amp; Role</i>
Marc Mattox	Town of Paradise Document Reviewer
Melanie Norris	Town of Paradise Document Reviewer
Colette Curtis	Town of Paradise Document Reviewer
Ryan Dufour	Constant Associates Project Support and Researcher
Sloan Grissom	Constant Associates Deputy Project Manager and Lead Content Author



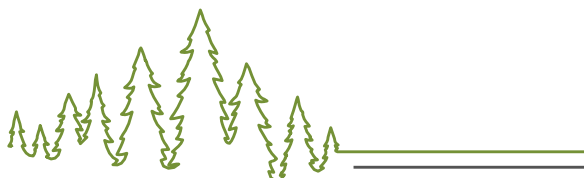


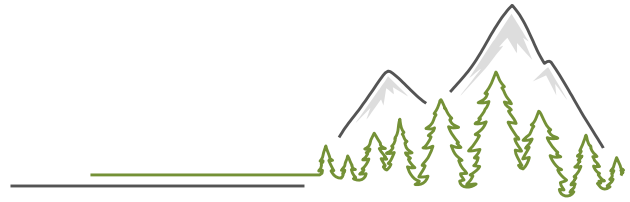
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**STAKEHOLDER INTERVIEW PARTICIPANTS**

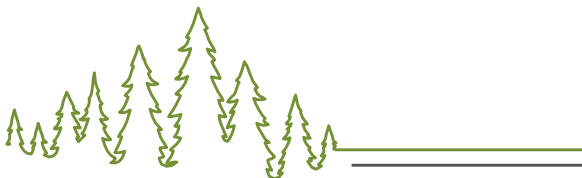
Stakeholder Interview Participants List	
<i>Name</i>	<i>Agency/Position</i>
Anthony Borgman	Town of Paradise Police Department
David Hawks	California Department of Forestry and Fire Protection
Eric Reinbold	Town of Paradise Police Department
Greg Bolin	Town of Paradise Council Member
Jody Jones	Town of Paradise Council Member
John Messina	California Department of Forestry and Fire Protection
Marc Mattox	Town of Paradise Public Works
Melissa Schuster	Town of Paradise Council Member
Mike Zucolillo	Town of Paradise Council Member
Steve Crowder	Town of Paradise Council Member





## HOT WASH PARTICIPANTS

Hot Wash Participants List	
<i>Name</i>	<i>Organization</i>
Anthony Borgman	Town of Paradise
Colette Curtis	Town of Paradise
Crystal Peters	Town of Paradise
Debbie Cook	Town of Paradise
Eric Reinbold	Town of Paradise
Gina Will	Town of Paradise
Jason Ferguson	Constant Associates
Jason Morris	Town of Paradise
Jim Broshears	Town of Paradise
John Messina	Town of Paradise
Kate Anderson	Town of Paradise
Keith Harrison	Constant Associates
Lauren Gill	Town of Paradise
Marc Mattox	Town of Paradise
Mike Houdek	Town of Paradise
Sloan Grissom	Constant Associates
Susan Hartman	Town of Paradise

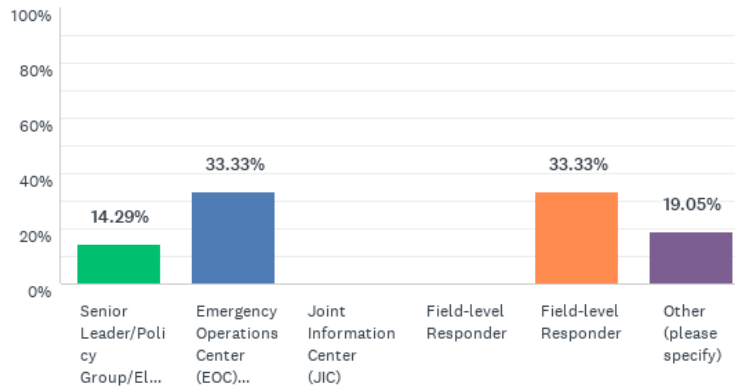




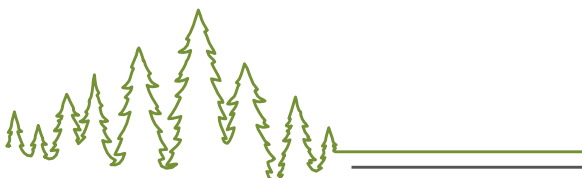
## | SURVEY DATA SUMMARY

An electronic survey was developed and amongst Town of Paradise officials to collect feedback from individuals involved in the response and recovery efforts of the Camp Fire. There were **21 total respondents** to the survey. The survey was designed to both paint a picture of the holistic response and procure information on specific operational facets of the incident, with some questions asked to all survey respondents and some questions asked to those who indicated they filled a specific role during the incident. The survey responses were collected from March 15, 2020 to April 12, 2020.

### Q1 Which of the following best describes your primary role during the Camp Fire response and recovery effort?



The survey was confidential, and both multiple choice and open-ended questions were asked, providing a means for both quantitative and qualitative data analysis. The results of the survey are delineated below. Quantitative data is graphically depicted and is supported by qualitative information received through open-ended responses.

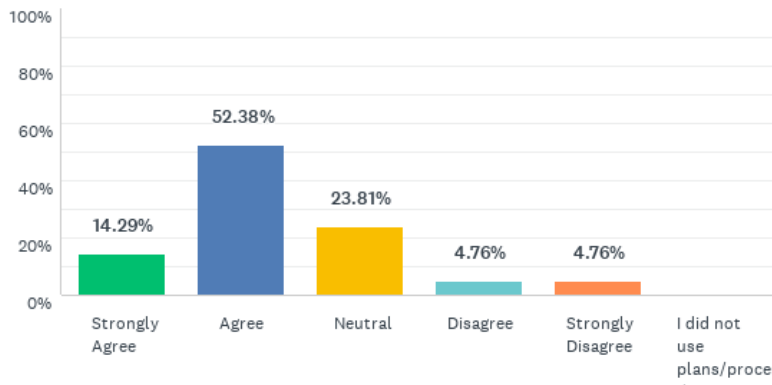




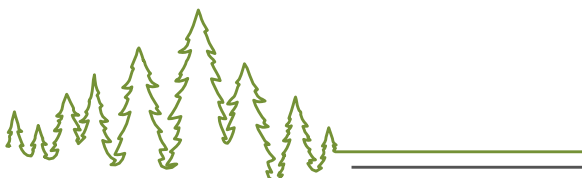
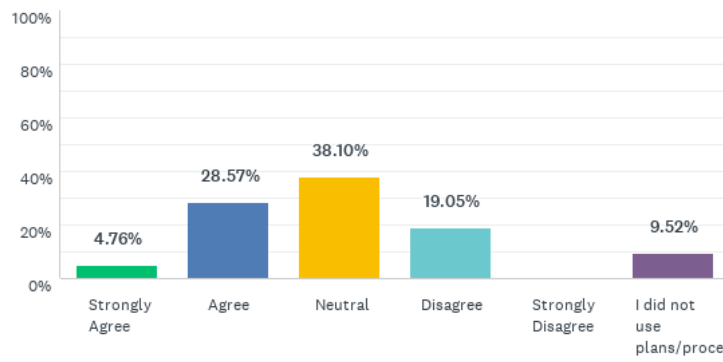
TOWN OF PARADISE  
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Q2 The written plans/procedures that guided my response actions on the day of the Camp Fire adequately supported the role to which I was assigned.



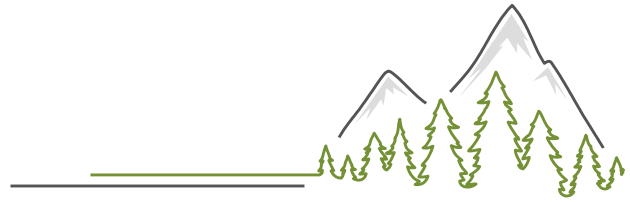
Q3 The written plans/procedures that guided my initial recovery actions beginning the day after the Camp Fire through the day the Town returned to Town Hall adequately supported the role to which I was assigned.



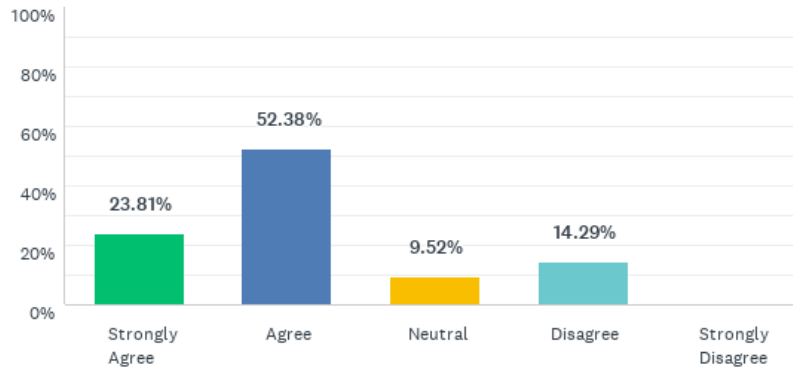




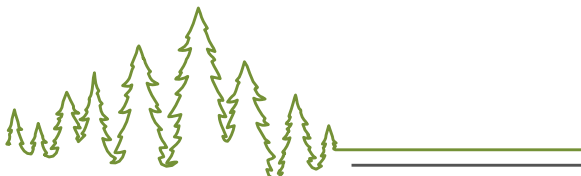
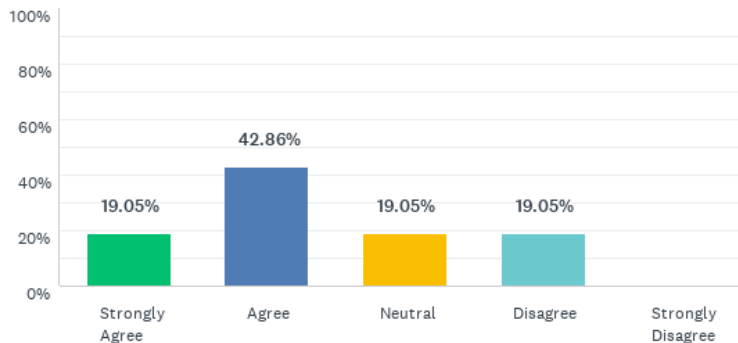
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Q4 The training I received prior to the Camp Fire adequately prepared me for the role to which I was assigned on the day of the Camp Fire.



Q5 The training I received prior to the Camp Fire adequately prepared me for the role to which I was assigned during the initial recovery phase, beginning the day after the Camp Fire through the day the Town returned to Town Hall.

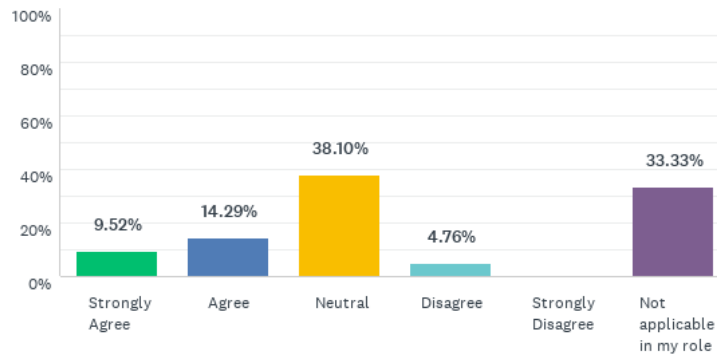




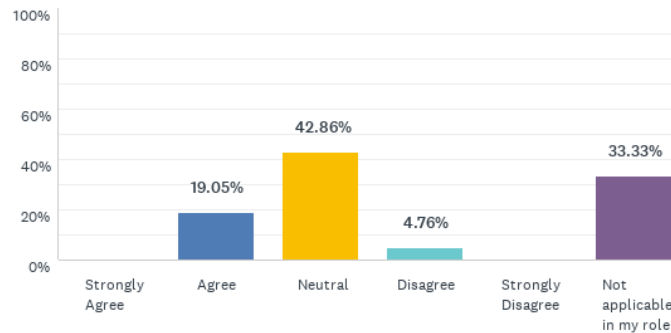
TOWN OF PARADISE  
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Q6 The training I received prior to the Camp Fire adequately prepared me to support individuals with disabilities and access and functional needs (DAFN) on the day of the Camp Fire.



Q7 The training I received prior to the Camp Fire adequately prepared me to support individuals with disabilities and access and functional needs (DAFN) during the initial recovery phase, beginning the day after the Camp Fire through the day the Town returned to Town Hall.

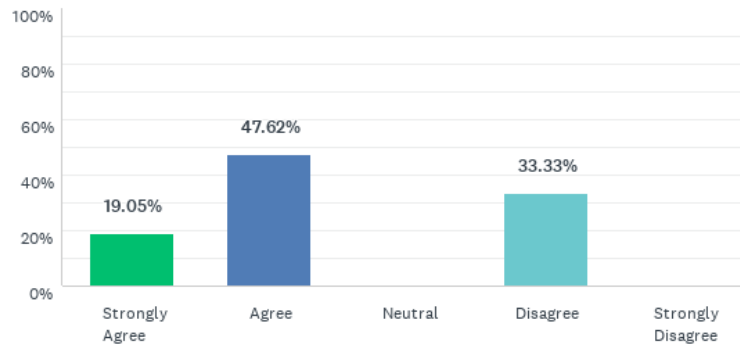




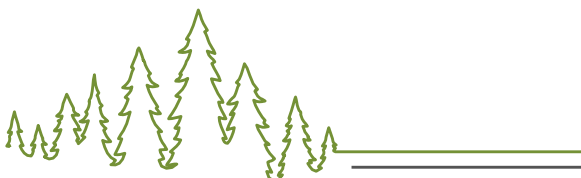
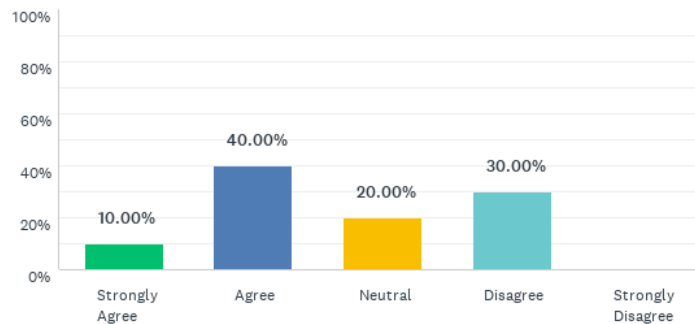
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Q8 No more than 12 months prior to the Camp Fire, I participated in a tabletop, functional, or full-scale exercise and/or I participated in a real-world response that helped prepare me for the role to which I was assigned on the day of the Camp Fire.

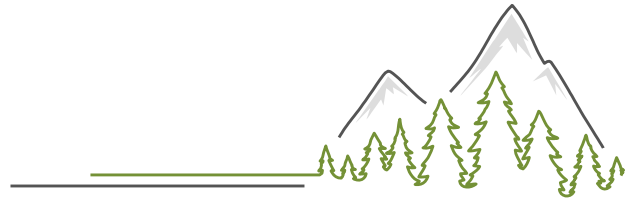


Q9 No more than 12 months prior to the Camp Fire, I participated in a tabletop, functional, or full-scale exercise and/or I participated in a real-world response that helped prepare me for the role to which I was assigned during the initial recovery phase, beginning the day after the Camp Fire through the day the Town returned to Town Hall.

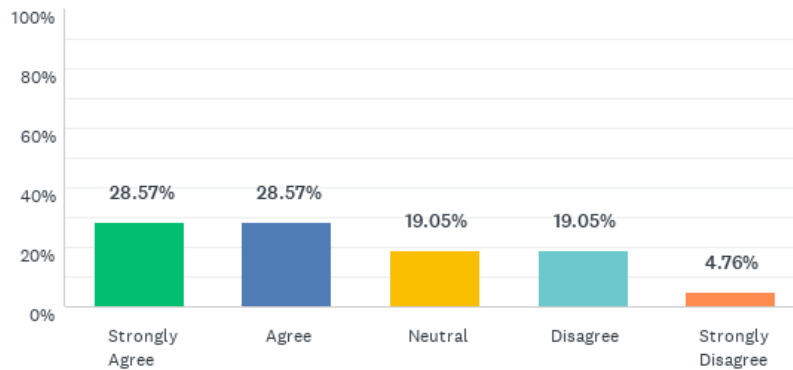




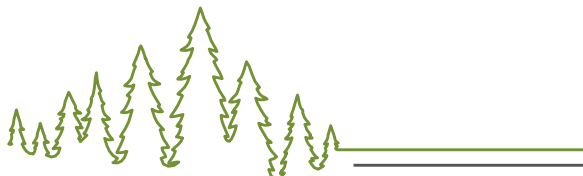
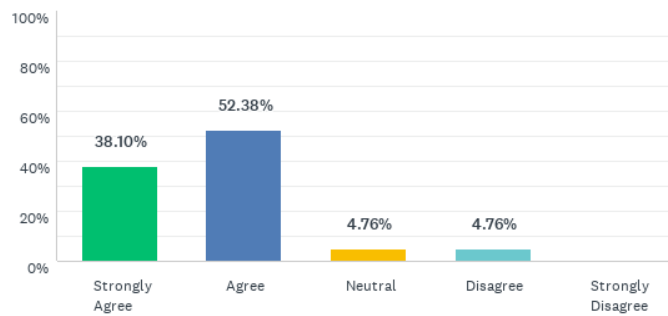
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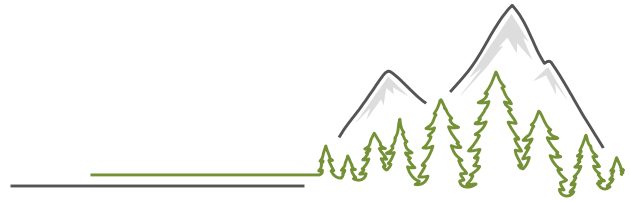


Q10 Adequate provisions, such as food and basic hygiene, were provided at my work location during the day of the Camp Fire.

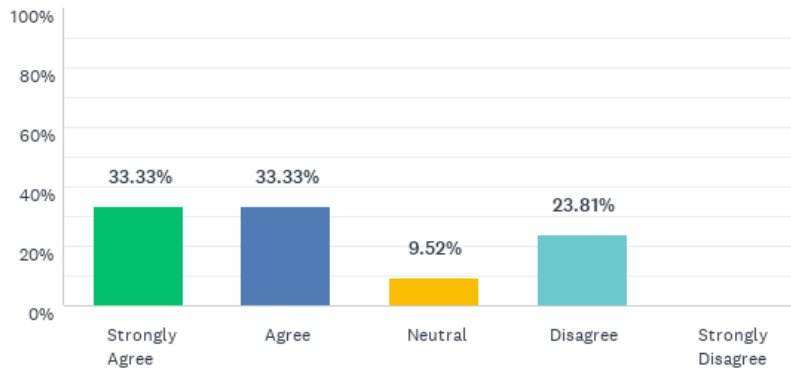


Q11 Adequate provisions, such as food and basic hygiene, were provided at my work location during the initial recovery phase, beginning the day after the Camp Fire through the day the Town returned to Town Hall.





Q12 Psychological and emotional support programs and resources were readily made available to personnel at my level throughout the response and the initial recovery phases.



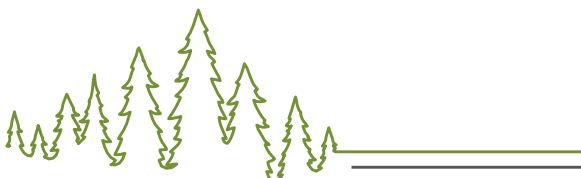
The following information was procured through open-ended survey questions asked to all survey respondents.

**Question 13: How has the Camp Fire affected your Department/organization as a whole? Summary and Notes**

Every respondent answered that in some way their department or organization are still recovering nearly a year and a half later. They believe that everything has changed completely with many people having to adjust to a new normal including either taking on heavy workloads or having to adjust to new duties they did not have prior to November 2018. Over half of respondents (13 of 21) cited that population decrease, loss of homes, and the fire itself caused some form of staff cuts with most reporting that multiple people either willingly or were forced to leave their position. They believe that their day to day operations have completely changed their departments and argue that communities like Paradise are not properly prepared for the climate change and other natural disasters. However, over a third of respondents did note that their team has become closer knit due to the fire and response activities.

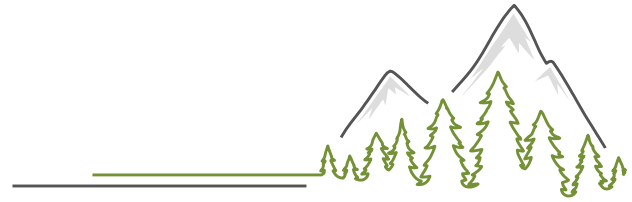
**Question 14: Did you observe or experience any notable strengths in the response actions taken on the day of the Camp Fire that should be documented and built upon?**

Only two respondents answered that they did not experience or observe any notable strengths meaning that 91% of respondents did find a strength. These strengths can be boiled down into three major themes: Followed





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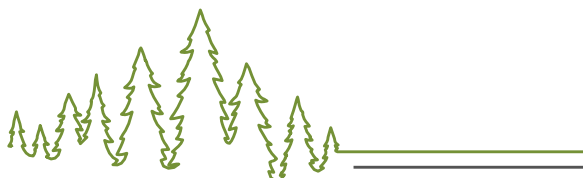
Emergency Plans previously created, employees showed up to do their job despite the chaos, and those in the field were able to adapt in the moment making decisions that saved lives. Respondents stated that employees “knew what to do”, adequately “filled their roles according to training”, and stated the “Emergency Management Mutual Aid was a lifesaver”. 62% of respondents stated in some variation that all staff showed up and performed their duties despite the magnitude of the situation. They also stated that by showing up the staff “showed strength and bravery” and that it led to an immense amount of cooperation and coordination between departments and jurisdictions. A third of respondents also stated that the individual decision making and the ability to adapt to changing situations (likely due to training and everyone showing up) saved countless lives throughout the entire ordeal. Given the unprecedented nature of the Camp Fire it is likely that staff had not been trained for an emergency of this magnitude, but they were able to step up.

**Question 15: Did you observe or experience any notable strengths in the EOC-related operations during the initial recovery phase that should be documented and built upon?**

The respondents were less likely to be a promoter of the EOC’s actions following with recovery as their main complaints were that the EOC was “out of touch” and that the proximity to the EOC mattered. Only 6 responses were complimentary with most citing that planning paid off and the EOC was able to immediately recognize how overwhelmed staff was and used mutual aide to fill in needed gaps. However, the same number of respondents stated that the EOC’s priorities were not aligned with “line-level” employees and others cited that the proximity to the EOC and their staff was crucial in both receiving information and having their opinion heard. There were also a number of skipped responses, active “no comments”/ “N/A”, or strengths that didn’t actual focus on operations.

**Question 16: Did you observe or experience any areas for improvement in the response actions taken on the day of the Camp Fire that should be addressed through a corrective action plan?**

A little over one third (38%) said that they did not have any room for improvement suggestions and that they did the best they possibly could under the circumstances. However, the major room for improvement suggestion was to strengthen communications with 48% citing some communication failures. These include improper and cluttered radio usage, redundant communication systems, and other ways to have mass alerted the town. One respondent stated that they didn’t have the access to the most current evacuation order and told people that they were safe to shelter in place when the news had informed them, they were in the evacuation zone (Respondent 19). This person cited feeling an immense amount of guilt and that they may have caused some to lose their lives if they had given them the wrong information. Other suggestions include better coordination of





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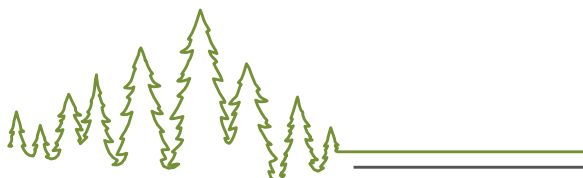
highway traffic, Worst Case Scenario disaster training, and a consolidation of who is able to make evacuation orders.

**Question 17: Did you observe or experience any areas for improvement in the EOC-related operations during the initial recovery phase that should be addressed through the corrective action plan?**

52% of respondents either skipped this question or responded “no” either, but whether this is because they were not located at the EOC or simply didn’t have any suggestions is unclear from their responses. Of the 10 responses that were received 6 of them cited a better need for communications from the EOC regarding initial recovery. Local businesses, law enforcement, and internal communications were all cited as being unclear during this time with one suggestion for better emergency communications through private vendors. Two respondents cited that the staff was not properly considered during this time and that the town did not adequately allow them to deal their personal loss or take breaks/rest.

**Question 18: What innovative strategies and tactics did you observe or help implement during the day of the Camp Fire during the initial recovery phase?**

Again one-third skipped the question or responded that they did not observe or help implement any innovative strategies and tactics. While another third of respondents referenced collaboration and communication with groups such as EMMA, private citizens, and even the water company as innovative examples. They believe that without the communication many more lives would be lost, and the communication by those on the ground should be the was a complete success. 3 respondents cited innovative traffic decision as innovative and “life-saving”. There was also an overt mention of creating/updating the Town’s EOP and that there needed to be a “more comprehensive plan based on experiences of those involved that will only help future generations when an issue like this arises again”. Using this to state an EOP creation as a suggestion may be prudent for both the Town of Paradise and CONSTANT’s continued relationship.





**Town of Paradise  
Council Agenda Summary  
Date: January 12, 2020**

**Agenda Item: 6(b)**

**ORIGINATED BY:** Marc Mattox, Public Works Director  
Katie Simmons, Recovery Director

**REVIEWED BY:** Kevin Phillips, Town Manager

**SUBJECT:** Paradise Sewer Project Cooperative Work Agreement,  
Committee and AB36 Sponsorship

**LONG TERM  
RECOVERY PLAN:** Yes, Tier 1, Sewer System

**COUNCIL ACTION REQUESTED:**

1. Consider authorizing the Town Manager to execute an agreement with the City of Chico, approved by the Town Attorney, to facilitate work and grant-funded payments relating to the City's ability and needs to accept a direct connection from the Town of Paradise to their Water Pollution Control Plant, and;
2. Select representation (two Council Members) to participate in Central Valley Regional Water Quality Control Board (Central Valley Water Board)-led committee which participates in the Paradise Sewer Project development.
3. Authorize the Town Mayor to sign a sponsorship letter for Assembly Bill (Gallagher) Design Build Contracting for the Paradise Sewer Project. (ROLL CALL VOTE)

**Background:**

The Town of Paradise remains committed to a full recovery following the devastating impacts of the 2018 Camp Fire. In response to the fire, a Community Long-Term Recovery Plan was prepared which identified many projects and priorities which would help facilitate the Town's forward progress. Of these, continuing the Paradise Sewer Project remains critical. The Paradise Sewer Project has been mostly ongoing in some form since the Town's incorporation in 1979. Today, the Town is well-positioned to advance the project from an over-studied concept to a reality which has widespread benefits to the region.

Through the efforts of staff and members of Town leadership, new grant funding has been awarded to the Town of Paradise for the purposes of completing the environmental review phase of the project, listed below:

\$800,000 State of California  
\$172,000 United States Department of Agriculture (USDA)  
\$1,783,779 State Water Board Division of Financial Assistance (DFA)

On January 14, 2020, Paradise Town Council awarded a contract to HDR Engineering for the project environmental review, segmented into two distinct phases:

1. Pre-EIR/Feasibility Review
2. Environmental Impact Report.



On December 8, 2020, Paradise Town Council acknowledged the completion of the first environmental review phase. HDR produced a set of deliverables which provided a complete review of the high-level project alternatives: regional connection with the City of Chico and a potential local wastewater treatment plant.

Regional sewer projects are not an uncommon scenario. Throughout California, there are examples of regional sewer projects between jurisdictions. Costs associated with meeting future regulatory requirements and system upgrades can be spread over a larger population and will ultimately reduce the per capita costs of wastewater treatment and disposal. Regionalization also increases the technical and economical feasibility of a higher level of wastewater treatment, allowing the treated water to be a resource for the communities instead of merely being a waste.

HDR Engineering concluded the regional alternative with the City of Chico was preferable based upon a thorough evaluation under five defined criteria categories. The Phase 1 Regional Alternative Technical Memo is attached to this Agenda Summary (Attachment 1). A summary of the primary reasons for the regional alternative is provided below:

- **Economic:** The regional alternative requires the lowest capital and net present value costs.
- **Social:** The regional alternative has the lowest community impacts during and after construction.
- **Environmental:** The regional alternative represents the least probable environmental impacts.
- **Implementation:** The regional alternative requires fewer permits and is widely supported by the State Water Board, Central Valley Water Board, and the Cal EPA.
- **Operational:** The regional alternative is the least complicated to operate and increases the technical and economical feasibility of higher level wastewater treatment.

With these considerations in mind, Paradise Town Council directed staff to advance the regional alternative forward into the second phase of HDR's work, preparing a complete Environmental Impact Report for the Paradise Sewer Project including a direct connection to the City of Chico Water Pollution Control Plant.

Concurrently, Council asked for staff to work with both the Central Valley Regional Board and City of Chico on next steps for the formation of a project committee and a memorialized partnership.

### **Analysis:**

Moving from the alternatives analysis phase towards a collaborative joint Environmental Impact Report requires several key steps before work can begin in earnest. As a component of the previously described DFA grant, \$300,000 has been made available to the City of Chico to undertake a specific scope of work as a vendor to the Town of Paradise. This work is summarized below:

- Current and Future WPCP Flow & Load Analysis
- WPCP Hydraulic Capacity Evaluation
- WPCP Process Modeling of Future Facilities
- Evaluation of Alternatives for Regulatory Requirements and Capacity Improvements
- Modified WPCP Facility Planning Report
- Paradise Sewer Project Connection Fee Analysis

The intent of this grant funding is to ensure that no City of Chico expenses are being subsidized by existing ratepayers for the purposes of exploring a new potential connection/customer. The technical analysis and operational input from City of Chico staff, will be utilized in the Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA) to evaluate the impacts of such a project and propose appropriate mitigation for those impacts.

The above items of work are critical to the Town and City’s ability to make informed decisions for the project. A condition of the DFA grant to the Town of Paradise to support the City of Chico’s work efforts is the execution of a Cooperative Work Agreement (CWA) which outlines the terms, scope and fee. A draft copy of the CWA is included in this agenda item (Attachment 2). Chico City Council is being asked to authorize the City Manager to execute the CWA following approval by both the Town of Paradise and City of Chico Councils and subsequent legal reviews.

Beyond the above-described scope of work, the project raises many questions ranging from detailed technical components to broad regional policies which need to be addressed. To help facilitate these discussions, the Central Valley Water Board will facilitate a project committee comprised of elected officials from both the City and Town. This committee will provide a public venue for ongoing project progress and partnership, with updates coming back to both Councils at large in regular intervals. As a result, Chico City Council is also being asked to select two councilmembers to participate in the committee.

Concurrently, consideration of both the CWA and committee-representation by the City of Chico is expected to take place at their regularly scheduled January 19, 2020 City Council meeting.

Lastly, Assemblyman James Gallagher has introduced Assembly Bill (AB) 36 Design Build Contracting which has a direct benefit to the Paradise Sewer Project. AB 36 authorizes the Town of Paradise to utilize design-build for the construction of a sewer treatment works system, including collection and transmission to the City of Chico Water Pollution Control Plant. The option to utilize Design Build Contracting could expedite project delivery and reduce project costs. Staff is recommending the Town Council authorize the Town Mayor to sign a sponsorship letter in support of AB36, included as Attachment 3. A copy of the current text of AB36 is included as Attachment 4.

**Financial Impact:**

There are no new financial impacts relating to these actions for the Paradise Sewer Project. All work during the environmental review phase is fully funded through identified grants. Staff will continue to seek funding for the design, right of way and construction phases through future grants and legislation.

Relating to the CWA, the Town of Paradise has secured \$300,000 through the State Water Board’s Division of Financial Assistance. City of Chico staff has proposed the following budget to complete their Scope of Work in this project phase:

<b>Provider and Description</b>	<b>Schedule</b>	<b>Cost</b>
Carollo Engineers, Inc. WPCP Needs Analysis	8 months	\$132,300
Larsen Wurzel & Associates, Inc. Connection Fee	12 months	\$67,100
City of Chico, Project Administration	24 months	\$100,600
	<b>TOTAL</b>	<b>\$300,000</b>

These grant funds will be managed with the intent of minimizing any financial impacts to the City of Chico for their Scope of Work. This is an estimate by City of Chico staff, with the intent that the Town of Paradise will reimburse the City for actual costs incurred. Should the costs exceed this amount, Town staff will lead the effort to secure additional funds to ensure that the City of Chico does not incur any costs associated with this phase of the Town of Paradise's Regional Sewer Project.

**Attachments:**

1. HDR Engineering Phase 1 Technical Memorandum – Regional Alternative
2. Draft Cooperative Work Agreement between the Town of Paradise and City of Chico
3. AB 36 Sponsorship Letter
4. AB 36 Draft Text



# Regional Alternative Technical Memorandum #5

Paradise Sewer Project

December 1, 2020



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# 1. Introduction

The Town of Paradise (Town) is implementing the Paradise Sewer Project (Project), which involves identifying and implementing a long-term solution for collection, treatment, and reuse/disposal of its wastewater. HDR is under contract to assist the Town with the first two phases of the Project—final selection of a wastewater alternative (Phase 1), and preparation of an Environmental Impact Report (EIR) covering the selected alternative (Phase 2). This technical memorandum (TM) is part of the Phase 1 effort.

Two primary alternatives are under consideration for the Paradise Sewer Project—a local wastewater treatment plant (presented in TM #4 – Local Wastewater Treatment and Disposal Alternatives) and a regional alternative. The purpose of this TM #5 is to develop and evaluate the regional alternative, which consists of a regional pipeline transporting wastewater from the Town to the City of Chico Water Pollution Control Plant (WPCP) and a connection fee to be paid to the City of Chico. Collection system improvements in Paradise, presented in TM #3 – Evaluation of Collection System, are common to all alternatives.

The analysis in this TM consists of three primary components:

- Evaluation of two primary routes for the regional pipeline, shown in Figure 1. The evaluation includes conceptual construction costs, 20-year operations and maintenance (O&M) costs, and net present values. The two regional pipeline alternatives are the following:
  - Alternative A: Skyway Route
  - Alternative B: Neal Road Route
- Estimation of a range of potential connection fees for the Town to connect to the Chico WPCP.
- Analysis of potential environmental constraints associated with the regional alternative (see Appendix A).

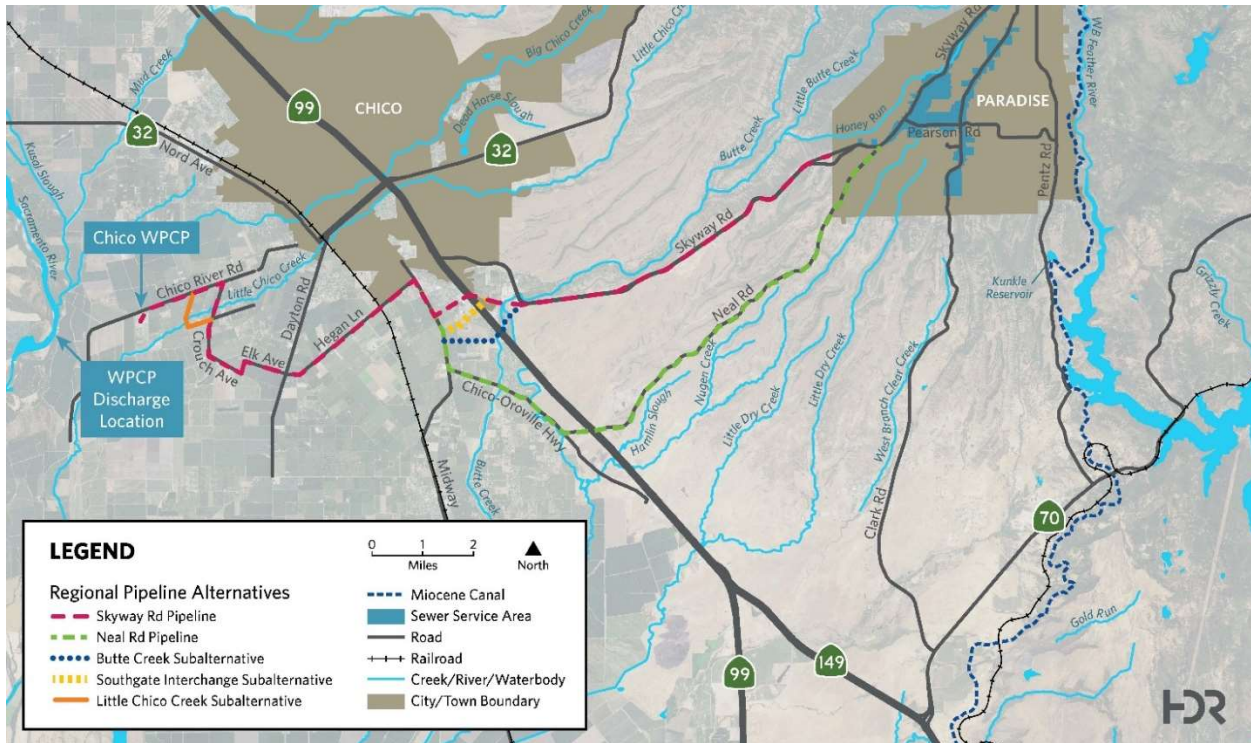
This TM is organized as follows:

- Section 1: Introduction
- Section 2: Background
- Section 3: Regional Routing Alternatives Analysis
- Section 4: Summary of Environmental Constraints
- Section 5: Chico Connection Fee Evaluation
- Section 6: Chico Monthly Treatment User Fee Evaluation
- Section 7: Recommendation
- Section 8: Implementations Steps for the Regional Alternative

Supporting information for this TM is provided in the following appendices:

- Appendix A: Environmental Constraints Analysis
- Appendix B: Pipeline Cost Estimate Backup

- Appendix C: Pipeline Cross-Section and Trenchless Crossing Figures
- Appendix D: OMB Circular



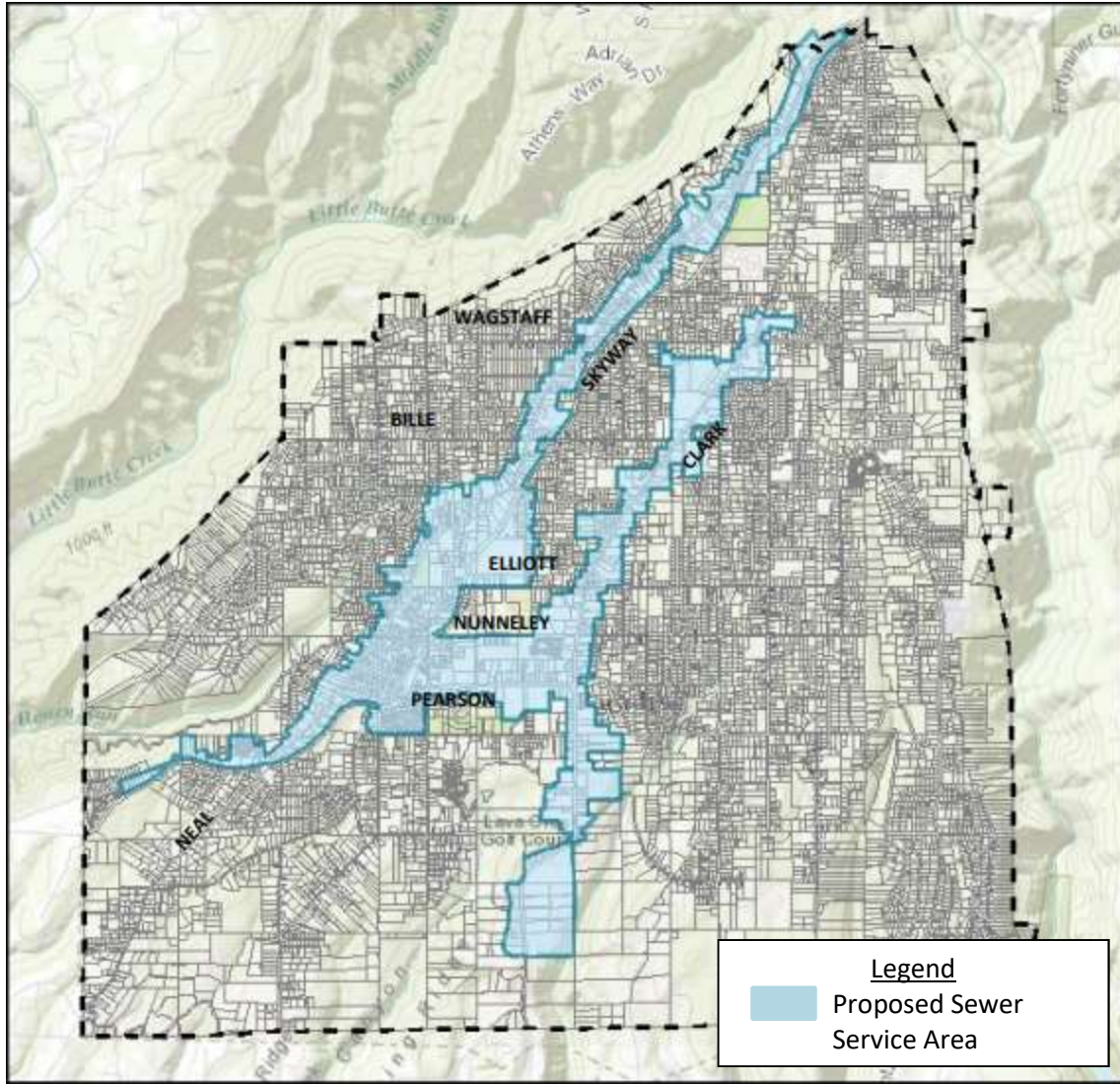
**Figure 1. Proposed Regional Pipeline Routing Alternatives**

## 2. Background

Prior to the Camp Fire, Paradise was the largest unsewered community in California. A new wastewater management solution is needed to improve the local economy (e.g., encourage opening of new businesses) and to stop degradation of groundwater quality caused by failed or failing septic systems.

The need for a centralized wastewater treatment solution for the Town has been studied in seven prior reports. The most recent study was prepared by Bennett Engineering in June 2017, *Town of Paradise Sewer Project, Alternative Analysis and Feasibility Report: Determining a Preferred Option for Implementation* (2017 Report). Figure 2 presents the proposed sewer service area (SSA) identified in the 2017 Report; the Town has directed that this be the proposed SSA for this effort. A new collection system (see TM #3) will be constructed in the proposed SSA to convey wastewater collected in the area to a new local wastewater treatment plant (WWTP; see TM #4) or to the Chico WPCP (evaluated in this TM). Based on the 2017 Report, the proposed SSA was defined to represent the area that had the most septic systems that had failed or were projected to fail within the next 5 years.





**Figure 2. Proposed Town of Paradise Sewer Service Area**

Some of the challenges in constructing a regional pipeline include the topography and the geology. The geology underlying Paradise is primarily Tuscan Formation made up of lava cap (andesite) and clays. The amount of permeable soil above the andesite varies throughout Paradise. Boulders can also be present. The unweathered state of the Tuscan Formation results in hard rock and coarse rock fragments that make trenching with a traditional bucket excavator difficult. Sections of trenching in this material may require a rock trencher, which can be efficient but is limited in depth of cut.

Because of the long distance (18 miles) to the Chico WPCP, one or more pump stations would be needed to convey Paradise wastewater. Therefore, the regional pipeline would be a pressure line, which could be installed with relatively shallow cover. Most of the pipeline construction issues would be mitigated by keeping the pipeline construction shallow, at a minimum depth of 3 feet. Both regional pipeline alternatives would also include one major creek crossing with levees (Butte Creek), two smaller creek crossings with no levees (Little Chico Creek and Comanche Creek), a crossing of Highway 99, and a crossing of the Union Pacific Railroad. This analysis was based on using trenchless technology for these crossings.



### 3. Regional Routing Alternatives Analysis

This section describes the two regional pipeline routes considered, discusses the agency coordination that took place during development of the proposed pipeline routes, and presents the cost estimates prepared for both alternatives.

Wastewater flows through the regional pipeline would vary significantly from start-up to build-out. An initial hydraulic analysis indicates that dual 6-inch force mains may be needed to help address initial low flows. Also, two pump stations may be needed to provide the energy to deliver sewer flows to the Chico WPCP, as follows:

- There would be approximately 1,200 feet of fall from Paradise to Chico (see profile in Appendix C). Despite this high amount of drop, calculations indicate that the initial low wastewater flow may lack the energy to maintain flow by gravity. Therefore, a pump station would be needed near Paradise.
- Because of the long length of the pipeline and associated head loss, a second pump station would be needed to convey the wastewater the remaining distance to the Chico WPCP. The second pump station would be adjacent to Butte Creek or Highway 99 at approximately 240 feet in elevation.

More detailed hydraulic analysis is planned for Phase 2 to optimize pipe size and pump station needs over the assumed flow range.

#### 3.1 Routes Considered

The following two routes were evaluated for the regional pipeline and were shown previously in Figure 1:

- **Alternative A: Skyway Route.** Alternative A starts along Skyway at the end of the collection system and continues southwest along the north side of the southbound lane of Skyway. At the bend where Skyway turns north, Alternative A continues west cross-country. It makes a trenchless crossing (via horizontal directional drilling [HDD]) of Butte Creek and continues west along the old railroad alignment property. Then Alternative A makes a perpendicular trenchless crossing of Highway 99 to the east side of Entler Avenue at its intersection with Norfield Avenue. This crossing will be micro-tunneled with a steel casing as is typically required by Caltrans for a crossing permit. Alternative A continues north on the east side of Entler Avenue and then turns west along Entler Avenue to Midway. It continues northwest along Midway to the intersection of Midway and Hegan Lane. Alternative A then turns southwest and travels along Hegan Lane, with a bore-and-jack crossing of the Union Pacific Railroad on Hegan Lane. Alternative A continues southwest and then west along Hegan Lane to its intersection with Dayton Road and continues west along Elk Avenue. It turns south on Lone Pine Road then northwest on Crouch Avenue. It continues northwest and then north along Crouch Avenue, crossing two creeks (Comanche Creek and Little Chico Creek) before reaching Chico River Road. Alternative A turns west along Chico River Road and continues along Chico River Road until it reaches the Chico WPCP. Alternative A contains

three minor potential variations in routing, termed subalternatives, shown previously in Figure 1:

- **Butte Creek Subalternative.** At the bend where Skyway turns north, the Butte Creek Subalternative continues southwest cross-country. It crosses Butte Creek and Highway 99 with one trenchless HDD crossing south of the Highway 99 bridge abutment and continues west along Marybill Ranch Road. The Butte Creek Subalternative then turns north on Midway and rejoins Alternative A as it travels along Midway toward Hegan Lane.
- **Southgate Interchange Subalternative.** At the bend where Skyway turns north, Alternative A continues west cross-country and crosses Butte Creek. The Southgate Interchange Subalternative turns southwest and crosses Highway 99 with a trenchless crossing at Southgate Avenue. The Southgate Interchange Subalternative would parallel the future roadway extension from Skyway to the Southgate Interchange on Highway 99. The trenchless crossing of Highway 99 would be parallel to the future overpass. The Southgate Interchange Subalternative then turns north on Midway and rejoins Alternative A as it travels along Midway toward Hegan Lane.
- **Little Chico Creek Subalternative.** After Alternative A crosses Comanche Creek and turns north along Crouch Avenue, the Little Chico Creek Subalternative turns west along Chico Avenue. Then it turns north on Taffee Avenue and crosses Little Chico Creek. Then the Little Chico Creek Subalternative continues north to Chico River Road, where it turns west to rejoin Alternative A as it travels west along Chico River Road to the Chico WPCP.
- **Alternative B: Neal Road Route.** Alternative B starts at the intersection of Skyway and Neal Road and continues southwest along Neal Road. Alternative B follows Neal Road as it turns west, and it makes a perpendicular trenchless crossing (via micro-tunneling) at Highway 99. It continues along Neal Road until it reaches the Oroville-Chico Highway, where it turns northwest. Alternative B continues along the northern edge of the Oroville-Chico Highway and makes a trenchless crossing (via HDD) of Butte Creek. Then Alternative B turns north on Midway and continues along Midway until it reaches Hegan Lane. At Hegan Lane, Alternative B turns southwest and continues along the same route as Alternative A: Skyway Route to the Chico WPCP.

Both Alternatives A and B include the following:

- Two 6-inch polyvinyl chloride force mains with minimum cover of 3 feet and air release valves. Twin force mains are recommended to provide continued service if one pipeline breaks, and to handle initial low flows more efficiently. (Additional analysis on the size and number of force mains will be conducted in Phase 2.) See Appendix C, Plan and Section – Skyway, for a typical cross section along Skyway. Additional hydraulic modeling should be done in Phase 2 to confirm pipe sizes and the number. Pipeline installation will require coordination with and permits from Butte County, and purchase of rights-of-way from private property owners.

- A pump station at the start of the force main (near the southerly end of the Town boundary) and one after the force main reaches the flat topography near the City of Chico. The pump stations will be initially sized for startup flows of 114,000 gallons per day (gpd), with the ability to be upsized to the build-out flow of 448,000 gpd (both figures are average dry weather flow). Startup flows are estimated at approximately 20 percent of the build-out flows. Similar to the force mains, the number and location of the pump stations will be analyzed further in Phase 2.
- Capability at the pump station to handle screenings and grit. Included in the project cost currently is a mechanical screen and grit removal system, similar to what is used for handling septage, upstream of the submersible pumps (this requires routine maintenance, checking, and cleaning). The need for or type of screenings and grit removal system will be examined further in Phase 2. Odor control at the pump station. During very low flow periods, raw wastewater would sit for a considerable period of time in the pump station wet well, which could generate odors.
- Chemical injection into force mains to minimize odors at the Chico WPCP.
- A second pump station once in the vicinity of Highway 99. A second pump station maybe necessary to maintain a reasonable pump head. The need for a second pump station will be examined further in Phase 2.
- A micro-tunneled crossing of Highway 99. The crossings would be a minimum of 20 feet deep, with a 30-foot by 12-foot bore pit and a 12-foot by 12-foot receiving pit. See Appendix C for the Highway 99 crossing for each alternative. These trenchless crossings would require encroachment permit approval from Caltrans.
- An HDD crossing of Butte Creek. The HDD crossing would have a minimum depth of 20 feet below the creek, with a 10-foot by 5-foot launching and receiving pit on either end. Both pits would be shallow (approximately 5 feet deep). See Appendix C for the Butte Creek crossings for each alternative.
- HDD crossings of two small creeks (Comanche Creek and Little Chico Creek) along Crouch Avenue or Taffee Avenue.
- A termination structure at the Chico WPCP prior to Paradise flow being combined with Chico flow. This structure would have flow measurement, sampling, and odor control equipment.

It should also be noted that the Town would need to maintain an aggressive fats, oils, and grease program with its restaurants and citizens to minimize the potential for clogging the regional pipeline.

## 3.2 Coordination with Other Agencies

Routing of the regional pipeline required coordination with a number of agencies.

### 3.2.1 City of Chico

The City of Chico's Sanitary Sewer Master Plan Update (2013) identifies several key projects adjacent to both Alternative A: Skyway Route and Alternative B: Neal Road Route. The Sanitary

Sewer Master Plan Update identifies Project 17B (Southeast Trunk Sewer) that will extend from the intersection of Hegan Lane and Midway, south along Midway to Entler Avenue. This will be a 24-inch pipeline that will use the same route as Alternative A: Skyway Route. The four phases of Project 17 are anticipated to be constructed from 2021 to 2025. Project 17C will be a 12-inch sewer that extends southeast parallel to Highway 99.

Project 18A (Honey Run Trunk Sewer) will include an 18-inch trenchless crossing of Highway 99 and will tie into Project 17B. The anticipated Highway 99 crossing is in the same vicinity as Alternative A. The project construction timeline for Project 18A would be 2026 to 2030. It is presumed that Alternative A, if selected, would be constructed prior to the City of Chico's Project 18, but potentially concurrent with Projects 17B and 17C.

### **3.2.2 City of Chico, Caltrans, and Butte County Association of Governments**

The City of Chico, in coordination with Caltrans and the Butte County Association of Governments, is advancing planning efforts on the Southgate Avenue Interchange Project. The project does not yet have funding and is expected to cost around \$54M to design, permit, and construct.

Currently, the intersection of Southgate Avenue and Highway 99 is a signalized four-way intersection. A new interchange would provide an aerial crossing for Southgate Avenue with on- and off-ramps. Southgate Avenue would be extended east to tie into Skyway. The project would provide improved traffic safety on Highway 99 and improved ingress and egress for emergencies to and from Paradise. This project will need to secure rights-of-way (ROW) from parcels adjacent to Southgate Avenue and Entler Avenue. It would also need ROW for connection to Skyway.

The timeline for final permitting and design of this project is unknown. If Alternative A: Skyway Route is selected as the preferred route, the Southgate Interchange Subalternative could align adjacent to the preliminary alignment for the Southgate Avenue extension and the Notre Dame Boulevard extension to accommodate the development of the future interchange.

### **3.3 Opinion of Probable Construction Costs**

Opinions of Probable Construction Costs (cost estimates) were prepared for both Alternative A: Skyway Route and Alternative B: Neal Road Route. The estimates are Class 4, associated with a 1 to 15 percent level of project definition. When needed, the 20-Cities Average version of the Engineering News-Record Construction Cost Index (ENR CCI) was used to update costs.

The pipeline cost estimates were developed with unit costs for open cut construction of the force mains, reflecting the cost of relatively shallow sewers in challenging geology (hard rock). Open cut unit costs have also been escalated since the 2017 Report. The cost estimate for the Neal Road Route is more than that for the Skyway Route because the length of open cut construction for the Neal Road Route is 3.9 miles (22 percent) longer. Many of the remaining components are similar between the alternatives, as discussed in Section 3.1. No costs were developed for the three subalternatives because it is expected that permitting and coordination with adjacent agencies during design will determine if these options are viable. A single HDD crossing of Butte Creek and Highway 99 has the potential to save construction costs. However, this crossing would likely require the installation of a casing pipeline prior to installation of the final pipeline per typical Caltrans requirements.

The cost estimates include the cost of a dual 6-inch force main with air release valves, a pump station, and trenchless crossings. Because of a lack of site-specific geotechnical information, lack of detailed survey data, and unknown construction challenges in the field, the regional pipeline alternative cost estimates include a 30 percent scope contingency and a 10 percent construction contingency. To develop a capital cost estimate, implementation (soft) costs of 39 percent of the escalated construction cost estimate were added. Tables 1 and 2 summarize the quantities and capital costs. More detailed cost estimates are provided in Appendix B.

**Table 1. Capital Cost Estimate for Alternative A: Skyway Route**

Sewer Component	Length (ft)	Quantity	Construction Cost (\$)
Trunk Force Main	93,793		\$23,261,000
HDD	1,660		\$696,000
Bore and Jack	599		\$1,080,000
Pump Stations and Structures		2	\$1,211,500
<b>Subtotal</b>			<b>\$26,248,500</b>
Undefined Scope (30%)			<b>\$7,874,550</b>
<b>Subtotal</b>			<b>\$34,123,050</b>
Construction Contingency (10%)			\$3,412,305
Implementation (Soft) Costs (39%)			\$14,638,790
<b>TOTAL</b>			<b>\$52,174,145</b>

**Table 2. Capital Cost Estimate for Alternative B: Neal Road Route**

Sewer Component	Length (ft)	Quantity	Construction Cost (\$)
Trunk Force Main	114,141		\$28,307,000
HDD	1,031		\$557,000
Bore and Jack	368		\$872,000
Pump Stations and Structures		2	\$1,061,500
<b>Subtotal</b>			<b>\$30,797,500</b>
Undefined Scope (30%)			<b>\$9,239,250</b>
<b>Subtotal</b>			<b>\$40,036,750</b>
Construction Contingency (10%)			\$4,003,675
Soft Costs (39%)			\$17,175,770
<b>TOTAL</b>			<b>\$61,216,195</b>

As construction funding is identified and more detailed design is developed, the project's contingency should decrease, and updated unit costs for construction could be used for budgeting purposes. To accomplish more accurate estimating, geotechnical borings along the pipeline alignment are necessary. This would assist cost estimators in evaluating appropriate shoring systems and pipeline installation production rates.

The cost estimates have assumed the use of a pump station with submersible non-clog pumps in a wetwell. This type of pump station is mostly serviceable from above grade without confined space entry required. It has a relatively small footprint and can be installed adjacent to existing parcels, and along road frontages and existing easements, depending on frontage or easement width and

adjacent power drop availability. Specific ROW acquisition costs, including parcel counts and area estimates, have not been included in the cost estimates. However, an allowance for ROW costs has been included as part of the implementation costs. Screening, grit removal, and odor control have been added to the pump station cost estimates. These elements are assumed due to low initial flows of the system and long residence times in the force mains and wet wells of the pump stations. Removal of grit protects the pumps and helps reduce the potential for clogging the 6-inch sewer force mains.

### 3.4 Operations and Maintenance Costs for Pipeline System

To estimate a net present value for the regional alternative, it was necessary to estimate annual O&M costs, which consist of two components: (1) O&M on the pipeline system, which (it is assumed) would be done by Town staff; and (2) O&M associated with treatment at the Chico WPCP. The approach to estimating O&M costs for the pipeline system is similar to that used in TM #3. (See Appendix B for a detailed evaluation of the components of the annual O&M costs for the pipeline system, including staffing and operations costs [including energy].) Table 3 summarizes the O&M costs and conversion of annual costs to present value for Alternative A: Skyway Route and Alternative B: Neal Road Route. While the two alternatives have different lengths, the demand for maintenance labor is roughly similar. The only differences between the alternatives are the length of force mains and additional air release valves and isolation valves, but these additional appurtenances are not expected to demand more labor with the Neal Road Route versus the Skyway Route. The additional 19,000 feet of force main for the Neal Road Route would incur additional pumping head loss and therefore would incur higher power costs. However, insufficient information exists at this time to estimate that difference, which would be minor, so the power costs are assumed to be the same. Hydraulic modeling of the system at startup and build-out will need to be completed and pumps selected appropriately.

**Table 3. Annual Operations and Maintenance Costs for Regional Pipeline Alternatives**

Alternative	Annual O&M (\$/yr)	Net Present Value, 2020, 0.3%, 20 years (\$)
Alternative A: Skyway Route	\$254,542	\$4,933,953
Alternative B: Neal Road Route	\$264,000	\$5,117,277

### 3.5 Chico Treatment User Fee Evaluation

The second ongoing O&M cost is that associated with treatment at the Chico WPCP, which (it is assumed) would be assessed through a monthly user fee charged to connected Town users and paid to the City of Chico. The treatment user fee was estimated as follows:

1. Information included in the SWRCB Connection Rate Report for 2016–2017 was used. This report, the most recent by SWRCB, compiles sewer user fee data from 963 wastewater agencies in California. The data are presented by individual agency, by population, and by county. The connection rates are reported as median, average, and high values.
2. Butte County data were extracted from the SWRCB report for use in this TM. These local data were felt to be more accurate than statewide data.



3. The data from 2016–2017 was updated to reflect 2020–2021 rates. The increase was calculated by using the San Francisco City ENR indexes from July 2016 and July 2020 and applying this percent increase to the 2016–2017 Butte County average sewer use fee.
4. Different monthly user fees for residential and commercial/industrial users is typical. For purposes of this TM, the monthly treatment user fee for non-residential users, such as commercial and light industrial, was estimated to be twice the rate for a residential user.
5. Over the next 20 years, it was assumed that Town connections would go from 357 connections in Year 1 (2027) to 901 connections in Year 20 (2046), or an average of 629 connections. Of these 629 connections, 44 percent are assumed residential and 56 percent non-residential.

Based on the information above, monthly treatment user fees for the Town were calculated and are presented in Table 8.

**Table 8. Estimated Monthly and Annual Treatment User Fees**

Connection Fee	No. of Connections	Monthly Treatment User Fee (\$/connection)	Total Monthly Treatment User Fees	Total Annual Treatment User Fees
Residential	277	\$41.73	\$11,549	\$138,600
Non-Residential	352	\$83.46	\$29,398	\$352,800
<b>Total</b>	<b>629</b>		<b>\$40,947</b>	<b>\$491,400</b>

The total annual treatment user fee of \$491,400 equates to a 20-year net present value of \$9,525,000.

### 3.6 Net Present Value Costs of Pipeline Alternatives

To compare overall costs of Alternative A: Skyway Route and Alternative B: Neal Road Route (i.e., combining construction and O&M costs), a net present value cost analysis was done using a 20-year planning period. The net present value analysis also requires establishing a discount rate. A real discount rate of 0.3 percent was used, following the US Department of Agriculture (USDA) Bulletin 1780-2, which in turn refers to the real discount rate in the US Office of Management and Budget’s Circular A-94 (see Appendix D).

Salvage value is the residual value of an asset after a certain time span up to the length of its useful life. Because the life spans of the collection system components exceed 20 years, salvage values were estimated based on the life span of the asset and a straight-line depreciation of the value of the asset over the analysis period of 20 years (per USDA Bulletin 1780-2 guidance for analysis of wastewater projects).

Assumed asset life spans and salvage values are shown in Tables 4 and 5. Cumulative salvage values for the two alternatives are shown.

**Table 4. Asset Life Span and Salvage Value for Alternative A: Skyway Route**

Asset	Life Span (yrs)	Salvage Value, 2040 (\$)
Sewer – Public Right-of-Way	50	\$14,649,600
Pump Stations	50	\$576,900
<b>TOTAL</b>		<b>\$15,226,500</b>

**Table 5. Asset Life Span and Salvage Value for Alternative B: Neal Road Route**

Asset	Life Span (yrs)	Salvage Value, 2040 (\$)
Sewer – Public Right-of-Way	50	\$17,469,000
Pump Stations	50	\$486,900
<b>TOTAL</b>		<b>\$17,955,900</b>

Calculations of the net present value of Alternative A: Skyway Route and Alternative B: Neal Road Route are included in Table 6. The total net present value of the alternatives is the capital cost of the alternative’s construction plus the present value of the annual O&M cost over the time span minus the present value of the salvage value at the end of the time span. This methodology is consistent with USDA Bulletin 1780-2.

**Table 6. 20-year Net Present Value of Regional Pipeline Alternatives**

Alternative	Capital Cost (\$) (A)	Present Value O&M, 0.3%, 20-yr (\$) (B)	PW Salvage Value, 0.3%, 20-yr (\$) (C)	Net Present Value (\$) (A+B-C)
Alternative A: Skyway Route	\$52,174,145	\$4,933,953	\$14,341,066	\$42,767,033
Alternative B: Neal Road Route	\$61,216,195	\$5,117,277	\$16,911,749	\$49,421,723

## 4. Summary of Environmental Constraints

An environmental constraints review was completed to evaluate the potential environmental limitations or considerations associated with land use, biological resources, and cultural resources along the proposed regional pipeline routes. Appendix A includes the environmental constraints analysis of the regional alternative, with Table A-1 summarizing those constraints by project element. As noted, while there are environmental considerations and sensitivities identified throughout the study area, no constraints were found to be fatal flaws that could not be avoided or permitted through mitigation. The key variables in the regional alternative include the two pipeline routes between the Town of Paradise collection system and the connection to the existing City of Chico WPCP. Each of these routes has similar constraints associated with biological resources, with seasonal wetlands, vernal pools, and sensitive and protected species documented in each location. Moreover, each route would require the same types of permitting and regulatory consultation for these resources in Phase 2 of this planning process.



Near Highway 99, both routes cross an agricultural ditch and Butte Creek. Because the pipeline installation across these water bodies would be done using trenchless methods, impacts on the water quality at these water bodies would be an issue only if those activities resulted in a frac-out (where pressurized drilling mud is released through fractured bedrock and travels up into a water body). Still, the Town would need to coordinate with the State Water Resources Control Board (SWRCB) as part of the environmental review process.

It should be noted that Alternative A: Skyway Route includes a much more developed set of data (60 percent of the study area surveyed) identifying sensitive historic and archaeological resources, and as a result, a higher number of resources are known in this area. Conversely, only 10 percent of the study area for Alternative B: Neal Road Route has been surveyed, meaning that the remainder of the route will require surveying if this route is selected.

## 5. Chico Connection Fee Evaluation

The capital cost of the regional alternative also includes payment of a treatment connection fee to the City of Chico. The connection fee is a charge that is used to allow for future capital expenditures at the Chico WPCP as a result of flows from Paradise.

The actual connection fee would be negotiated between the Town of Paradise and the City of Chico during the early part of Phase 2. That negotiated fee could be developed from one of two general methods:

- **Charge the Town based on the City of Chico's existing connection fee schedule.** The City of Chico's current one-time wastewater connection fees are \$1,551 per residential unit and \$5,779 per non-residential unit. The City of Chico is in the process of developing new connection fees and monthly sewer rates, but those new fees and rates were not available at the time of this writing.
- **Determine costs for improvements needed at the Chico WPCP to treat and dispose of raw sewage conveyed from the Town.** To estimate a connection fee based on this method, the City of Chico's engineering consultant, Carollo Engineers, would need to analyze improvements needed at the WPCP to accommodate the Town's flow.

To compare alternatives in this Phase 1 effort, it was necessary to estimate the connection fee, which was done using the following method:

1. Information included in the SWRCB Connection Rate Report for 2016–2017 was used. This report, the most recent by SWRCB, compiles connection fee data from 591 wastewater agencies in California. The data are presented by individual agency, by population, and by county. The connection rates are reported as median, average, and high values.
2. Butte County data were extracted from the SWRCB report for use in this TM. These local data were felt to be more accurate than statewide data.
3. The data from 2016–2017 was updated to reflect 2020–2021 rates. The increase was calculated by using the San Francisco City ENR indexes from July 2016 and July 2020 and applying this percent increase to the 2016–2017 Butte County connection fee.

4. Different connection fees for residential and commercial/industrial users is typical. For purposes of this TM, the monthly sewer use fee for non-residential users, such as commercial and light industrial, was estimated to be twice the rate for a residential connection.

5. The connection fee was estimated for the build-out of the SSA (a total of 1,469 parcels).

Based on the information above, a range of potential connections fees for the Town was calculated and is presented in Table 7.

**Table 7. Estimated Paradise Connection Cost for the Build-out of the Sewer Service Area**

Description	No. of Connections	Connection Fee (\$/connection)		Total Connection Cost	
		Current City of Chico	Average From SWRCB Report	Current City of Chico	Average From SWRCB Report
Residential	647	\$1,551	\$5,747	\$1,003,497	\$3,668,525
Non-Residential	822	\$5,779	\$11,494	\$4,750,338	\$9,321,570
<b>Total Estimated Connection Fee</b>				<b>\$5,753,835</b>	<b>\$12,990,095</b>

As shown in Table 7, the estimated connection cost ranges from approximately \$5.8M to \$13.0M. For the purposes of comparison of alternatives, the \$12,990,095 connection cost will be used.

## 6. Recommendation

For the regional pipeline, Alternative A: Skyway Route is recommended for the following reasons:

- The capital cost and net present value of the Skyway Route are both less than the Neal Road Route, primarily due to the shorter length of the alignment.
- Although Skyway carries more traffic volume than Neal Road, it also has a larger ROW in which to install a pipeline while also handling traffic routing around a construction zone. Neal Road is quite narrow in several areas, with homes very close to the road and little available ROW.
- The environmental constraints on both alternatives are similar.

The subalternatives for Alternative A: Skyway Route will be carried forward into Phase 2 for further analysis.

The estimated cost for the regional alternative, using Alternative A: Skyway Route for the regional pipeline and average treatment user and connection fees, is shown in Table 9.

**Table 9. Estimated Costs for the Regional Alternative**

Description	Initial Cost	Net Present Value
<b>REGIONAL PIPELINE COST (VIA SKYWAY ROUTE)</b>		
Total Construction Cost	\$37,535,400	
Total Capital Cost (includes implementation costs)	\$52,174,100	
O&M Cost - Net Present Value (20 yrs., 0.3%)		\$4,934,000
Salvage Value – Net Present Value (20 yrs., 0.3%)		-\$14,341,100
<b>CHICO TREATMENT USER FEE (AVERAGE FROM SWRCB REPORT)</b>		
Annual Treatment User Fee – Net Present Value (20 yrs., 0.3%)		\$9,525,000
<b>CONNECTION FEE (AVERAGE FROM SWRCB REPORT)</b>		
Connection Fee	\$12,990,000	
<b>TOTAL REGIONAL ALTERNATIVE COST</b>		
Total Capital Cost with Connection Fee	<b>\$65,164,100</b>	\$65,164,100
Total Net Present Value <sup>(1)</sup>		<b>\$65,282,000</b>

(1) NPV = Capital Cost + NPV of O&M – Salvage Cost + Monthly treatment user fee + Connection Fee

## 7. Implementation Steps for the Regional Alternative

If the regional alternative is selected by the Town as the preferred alternative, implementation would involve several key steps, particularly efforts associated with negotiating a legal agreement between the Town of Paradise and the City of Chico regarding the treatment of Paradise wastewater.

### 7.1 Steps to Develop a Town/City Legal Agreement

It is anticipated that the Town of Paradise and the City of Chico will negotiate an inter-municipal agreement for Paradise connection early in Phase 2. (The City of Chico has a provision in its municipal code, Section 15.40.285—Regulation of Waste Received from Other Jurisdictions, for such a situation.) One possible approach for this negotiation would be as follows:

1. A Working Committee is formed consisting of members of the Paradise Town Council and the Chico City Council, with support from their respective staff and consultants.
2. The Working Committee meets on a regular basis to develop a Memorandum of Understanding (MOU) that captures the agreed-upon principles of the legal contract.
3. Legal staff from the Town of Paradise and the City of Chico collaborate to turn the MOU into a draft contract.
4. The contract is reviewed and approved by the Paradise Town Council and the Chico City Council.

## 7.2 Potential Subjects Covered by the Town/City Legal Agreement

The legal agreement would need to cover numerous subjects, including the following:

- **Connection Fees.** How much should the initial connection fee be (e.g., for the initial Paradise flow or the ultimate flow)? If ongoing connection fees are to be collected for future connections, how much should they be (e.g., linked to the City of Chico's current connection fee schedule)? How should they be collected and paid to the City of Chico (e.g., collected by the Town of Paradise on an ongoing basis and paid to the City of Chico quarterly)?
- **Monthly User Fees.** How much should the monthly user fees charged to the Town be (e.g., linked to the treatment portion of the City of Chico's current monthly user fees)? How should they be collected and paid to the City of Chico?
- **Approval of Future Flows/Connections.** The agreement would need to specify a total amount of flow that the Town can send to the Chico WPCP in the future (i.e., the anticipated build-out flow for Paradise). It would also need some language regarding how to handle additional flows beyond that amount (e.g., if the Town decides to sewer additional parts of Paradise). This language would need to address these additional questions:
  - What if the City of Chico decides at some point to limit growth within the city and/or limit expansion of the Chico WPCP? How can the Town of Paradise be assured it will be able to continue to increase flow to the WPCP?
  - What if a major Paradise development comes forward that would add a large amount of flow, and the Chico WPCP is not be able to accommodate that flow at that time?
  - In some situations, there is a limit set on the ratio of wet weather to dry weather flow to make sure that a contributor limits leakage into a collection system. The Town of Paradise would have a new collection system with low infiltration during wet weather, so this might not be an issue.
- **Measurement of Paradise Flow.** Where will the Paradise wastewater flow rate be measured? Will it be sampled and tested? If so, how often, for what constituents, and by whom? Who is responsible to calibrate and maintain the flow measuring equipment (e.g. flow meter)?
- **Measurement of the Strength of Paradise Sewage.** Where will samples be taken to analyze the various components of the sewage?
- **O&M of Facilities.** The Town of Paradise would construct the regional pipeline (with blow-off valves, pigging stations, etc.) and a termination structure at the Chico WPCP. The Town would own the regional pipeline and be responsible for O&M of the pipeline. Who is responsible for O&M and future repairs/replacements on the termination structure at the Chico WPCP?

- **WPCP Operational Issues.** What happens if the Chico WPCP has a problem with constituents in its effluent or biosolids, causing it to violate its permit, and there is reason to believe the Paradise wastewater is responsible?
- **Industrial Dischargers.** All Paradise industrial dischargers would likely be subject to the City of Chico's industrial pretreatment program. How would that effort be implemented? Would the Town of Paradise have its own pretreatment staff, or would the Town pay for the City of Chico to do it? Are any specific constituents limited by the City of Chico's current industrial pretreatment program? Does the Town of Paradise have any issue with those constituents?
- **Water Recycling.** What happens if the City of Chico decides to implement a water recycling project in the future and realizes some revenue for the recycled water. Would the Town of Paradise have any rights to that "revenue"? What happens if the Town of Paradise implements its own water recycling facility in the future in Paradise? Will that be allowed? What if the Town still wants to send the biosolids from such a facility down to the Chico WPCP?

### 7.3 Other Implementation Issues

Several other issues would need to be addressed during implementation, including the following:

- **LAFCO Process.** The purpose of a Local Agency Formation Commission (LAFCO) is to encourage orderly and efficient provision of services among the various agencies within its jurisdiction. The Butte LAFCO covers Butte County LAFCO issues. During Phase 2, the Town would work with Butte LAFCO to determine what, if any, LAFCO steps need to be taken to implement the regional alternative.
- **Butte County.** Ongoing coordination would be needed with Butte County because a majority of the length of the regional pipeline would pass through unincorporated Butte County.
- **Special Permitting Requirements and Challenges.** Special permitting requirements and challenges would need to be considered. For example, there are currently long delays in obtaining construction permits for crossings from Union Pacific Railroad. The regional pipeline would make one crossing of the Union Pacific Railroad.
- **Right-of-Way Acquisition.** ROW would need to be acquired from various landowners along the regional pipeline route.

**Cooperative Work Agreement between  
Town of Paradise and City of Chico**

This COOPERATIVE FUNDING AGREEMENT (this "AGREEMENT") is effective this DD day of MMMM 2021 (the "EFFECTIVE DATE") between the TOWN OF PARADISE, a municipal corporation of the State of California ("TOWN") and the CITY OF CHICO, a municipal corporation of the State of California ("CITY"), each separately, a "PARTY".

**RECITALS**

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

- A. The TOWN is proposing to develop a Town wastewater facility ("PARADISE SEWER PROJECT") that would directly connect to the City of Chico's Water Pollution Control Plant, which requires an environmental review under the California Environmental Quality Act (CEQA).
- B. The TOWN has secured a combination of funding from the State of California, United States Department of Agriculture and State Water Board Division of Financial Assistance (DFA) that will be used to finance the activity to perform studies and to complete the environmental review phase of the PARADISE SEWER PROJECT.
- C. The CITY currently owns and operates the Chico Water Pollution Control Plant (WPCP) that treats collected wastewater and maintains a permit to discharge treated effluent into the Sacramento River under National Pollution Discharge Elimination System Permit No. XXXXX.
- D. The CITY Municipal Code Section 15.40.285 permits and guides potential regionalization of the Water Pollution Control Plant ("WPCP").
- E. The CITY will need to undertake its own studies and investigations to determine the requirements to potentially approve and provide services to the proposed PARADISE SEWER PROJECT. A summary of the CITY'S studies and investigation relating to the PARADISE SEWER PROJECT scope is listed below:
  - Current and Future WPCP Flow & Load Analysis
  - WPCP Hydraulic Capacity Evaluation
  - WPCP Process Modeling of Future Facilities
  - Evaluation of Alternatives for Regulatory Requirements and Capacity Improvements
  - Modified WPCP Facility Planning Report
  - PARADISE SEWER PROJECT Connection Fee Analysis

CITY studies and investigation work shall be by the entities and at the costs set forth in Exhibit A. The studies and investigative work performed are intended to provide technical data and analysis related specifically to the alternatives being analyzed as part of an Environmental Impact Report, as required by the California Environmental Quality Act (CEQA), with the Town of Paradise as the lead agency.

- F. The TOWN and the CITY desire to cooperatively work together to review the requirements to develop the PARADISE SEWER PROJECT and to enter into a written inter-municipal agreement between the TOWN and CITY in order to evaluate the technical aspects for consideration that would properly provide information for both an environmental impact report (EIR) and the future decisions of the respective Councils of both the CITY and the TOWN. The TOWN will function as the CEQA lead agency, with CITY providing technical and operational input for the proposed project.

## SECTION I

### CITY AGREES:

- A. To manage and direct the substantive work of its ~~the~~ consultants assigned to the PARADISE SEWER PROJECT, including, but not limited to, providing necessary data and materials, reviewing and overseeing the revision of work products, and supporting public outreach efforts.
- B. To provide the TOWN and the DFA with copies of reports and other documents developed as part of the PARADISE SEWER PROJECT scope. These reports and documents shall carry the following notation on the front cover of title page:

"The preparation of this report has been financed through a grant from the State of California Water Board Division of Financial Assistance."
- C. Based on the Town-approved budget, to document both consultant and internal costs expended on the PARADISE SEWER PROJECT, that do not exceed the amounts shown in the attached Exhibit B and to submit the document to the TOWN within 20 days after the end of each month during which the PARADISE SEWER PROJECT is ongoing.
- D. The CITY acknowledges that the DFA may redirect funding for the PARADISE SEWER PROJECT in the event that the PARADISE SEWER PROJECT is delayed or fails to be completed. The CITY shall use its best efforts to notify the TOWN in writing in the event that it encounters difficulty that is expected to delay the timely performance of the PARADISE SEWER PROJECT, and the CITY shall cooperate with the DFA to work out a mutually satisfactory resolution.
- E. RECORDS AND AUDITS:
  1. RECORDS: The CITY shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this AGREEMENT for a minimum of three (3) years following completion or termination of PARADISE SEWER PROJECT and, if any litigation, claim, negotiation, audit, or other action has been started prior to the end of such three (3) years, then until the completion of the action and any resolution of all issues which arise from it, or the end of the three (3) year period, whichever is later. The CITY shall maintain books and accounts in accordance with generally accepted accounting principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters in connection with the performance of the CITY'S contracts; with third parties pursuant to Government Code Section 8546.7, the CITY and its contractors and subcontractors shall each maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and make the same available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment by the TOWN hereunder. The TOWN, the DFA, and the California State Auditor shall have access to any books, records, and documents that are pertinent to this AGREEMENT or the PARADISE SEWER PROJECT for audits, examinations, excerpts, and transactions and copies thereof shall be furnished by the CITY, if requested.

2. AUDITS: The CITY shall provide thorough and complete accounting for all funds expended in the performance of this work to the degree necessary to permit regular examination by the TOWN, the DFA, the California State Auditor, the Controller General of the United States or federal auditors and consistent with 49 Code of Federal Regulations, Part 18. The CITY shall permit authorized representatives of the DFA, the Controller General of the United States, and the TOWN to inspect and audit all data and records relating to the CITY's performance under this AGREEMENT, including data and records pertaining to subcontracts. The CITY shall be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-133 and any revision or supplement thereto.

## **SECTION II**

### TOWN AGREES:

- A. To compensate CITY up to the estimated \$300,000 in State Water Board funds allocated for this AGREEMENT and PARADISE SEWER PROJECT to further the environmental review of the PARADISE SEWER PROJECT. Should costs exceed the estimated amount, the TOWN will work with DFA on any potential increases to be covered, should they be justified. Compensation shall be based on actual costs incurred for the PARADISE SEWER PROJECT only.
- B. To provide support services for the PARADISE SEWER PROJECT consistent with the scope of work and milestone schedule in the attached Exhibit A.
- C. To submit invoices for work on the PARADISE SEWER PROJECT performed ~~conducted~~ by their consultant team and CITY invoices consistent with the requirements of the DFA.
- D. To comply with the requirements of the AGREEMENT as applicable to the TOWN.

## **Section III**

### THE PARTIES MUTUALLY AGREE:

- A. TERM: The Termination Date for this AGREEMENT shall be 24 months from the date this AGREEMENT unless terminated at such other time pursuant to Section III H. Termination Date may be modified only if mutually agreed to in writing by both the CITY and the TOWN.
- B. ADDITIONAL ACTS AND DOCUMENTS: Each party agrees to do all such things and take all such actions and to make, execute, and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent, and purpose of the AGREEMENT.
- C. AMENDMENT: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
- D. ASSIGNMENT: The CITY may not assign, transfer, hypothecate, or pledge this AGREEMENT to any other party.
- E. INDEMNITY: It is mutually understood and agreed, relative to the reciprocal indemnification of the TOWN and the CITY:
  1. The CITY shall indemnify, defend, and hold harmless the TOWN and the TOWN 's Council, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the CITY, its officers, employees or agents, or subcontractors or any of them by reason of anything



done or omitted to be done by the CITY under or in connection with any work, the TOWN or jurisdiction delegated to the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully indemnify and hold the TOWN harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by the CITY under this AGREEMENT or in connection with any work, the TOWN , or jurisdiction delegated to the CITY under this AGREEMENT.

2. The TOWN shall indemnify, defend, and hold harmless the CITY and the CITY's Council, representatives, agents, officers and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of the TOWN , its officers, employees or agents, or subcontractors or any of them by reason of anything done or omitted to be done by the TOWN under or in connection with any work, the TOWN or jurisdiction delegated to the TOWN under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the TOWN shall fully indemnify and hold the CITY harmless from any liability imposed for injury and damages (as defined by Government Code Section 810.8) or environmental obligations or duties occurring by reason of anything done or omitted to be done or imposed by obligation of law or assumed by the TOWN under this AGREEMENT or in connection with any work, the TOWN , or jurisdiction delegated to the TOWN under this AGREEMENT.

F. COMPLIANCE WITH LAWS: The TOWN and the CITY shall comply with all applicable federal and State laws and regulations regarding the work performed and the reimbursements and funds requested or used under this AGREEMENT.

G. NOTICES: Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing by the parties hereto.

CITY:  
Brendan Ottoboni  
Public Works Director-Engineering  
441 Main Street  
Chico, CA 95926

TOWN:  
Marc Mattox  
Public Works Director  
5555 Skyway  
Paradise, CA 95969

H. TERMINATION OR CANCELLATION:

1. By written mutual consent of both parties, this AGREEMENT may be terminated at any time.
2. Either party may terminate this AGREEMENT at any time for cause pursuant to a power created by this AGREEMENT or by law, otherwise than for breach, by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least ninety (90) days before the effective

date of such termination. Payment shall be made by the TOWN for all services rendered by the CITY to the PARADISE SEWER PROJECT pursuant to this AGREEMENT up to the time of termination, subject to any expenditure limits applicable to this AGREEMENT.

3. This AGREEMENT may be canceled by a PARTY for breach of any obligation, covenant, or condition hereof by the other PARTY, upon written notice to the breaching PARTY. With respect to any breach that is reasonably capable of being cured, the breaching PARTY shall have 30 days from the date of the notice to initiate steps to cure the breach. If the breaching PARTY diligently pursues remedy of the breach ~~here~~, such PARTY shall be allowed a reasonable time to cure the breach, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted at the sole discretion of ~~by~~ the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of this Section, except that the canceling PARTY also retains any remedy for breach of the whole AGREEMENT ~~contract~~ or any unperformed balance.
  4. Upon termination of this AGREEMENT, all the work products relating to it shall be delivered from the CITY to the TOWN within five (5) calendar days.
- I. ENTIRE AGREEMENT: This AGREEMENT is the entire AGREEMENT among the TOWN and the CITY relating to the subject matter of this AGREEMENT; the TOWN and the CITY acknowledge they have not relied upon any promise, representation or warranty not expressly set forth in this AGREEMENT in executing this AGREEMENT.
  - J. SEVERABILITY: Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the TOWN or the ~~of~~ CITY to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect, provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.
  - K. WAIVER: No waiver by a PARTY of any default or breach of any covenant by the other PARTY shall be implied from any omission to take action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in such waiver and then such waiver shall be operative only for the time and to the extent stated in such waiver. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this AGREEMENT shall be effective unless in writing and signed by the waiving PARTY.
  - L. CONTROLLING LAW AND VENUE: This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and venue shall be in Butte County.
  - M. TOWN: All PARTIES executing this AGREEMENT represent and warrant that they are authorized to do so.
  - N. COUNTERPARTS: This AGREEMENT may be executed in counterparts.
  - O. LIMITATIONS: All obligations of the TOWN under the terms of this AGREEMENT are expressly subject to the TOWN'S continued authorization to receive and expend the DFA funds. If, for any reason, the TOWN'S right to receive and expend such funds is terminated or suspended in whole or part, the TOWN shall promptly notify the CITY, and the PARTIES shall consult on a course of action. If, after thirty (30) calendar days, a course of action is not agreed upon by the parties, this AGREEMENT shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to ~~the~~ availability, taking into consideration all the obligations of the TOWN under all outstanding contracts, agreement to other obligations of the TOWN, of funds for such

purposes. In no event shall the TOWN be required to use its General Fund to pay the CITY'S costs under this AGREEMENT.

P. EXHIBITS: EXHIBITS A and B are hereby incorporated by reference and made a part of this AGREEMENT. The exhibits are as follows:

EXHIBIT A: Scope of Work, Schedule and Compensation;

EXHIBIT B: Invoicing Procedure;

IN WITNESS WHEREOF, the PARTIES to these presents have hereunto set their hands the year and date first above written.

**Town**

**City**

BY: \_\_\_\_\_  
Kevin Phillips, Town Manager

BY: \_\_\_\_\_  
Mark Orme, City Manager

ATTEST:

ATTEST:

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

BY: \_\_\_\_\_  
Debbie Presson, City Clerk

APPROVED as to legal form:

APPROVED as to legal form:

BY: \_\_\_\_\_  
Mark Habib, Town Attorney

BY: \_\_\_\_\_  
XXXXXXXXXXXX, City Attorney

**EXHIBIT A**  
**CITY SCOPE OF WORK, SCHEDULE AND COMPENSATION**

The CITY shall perform its work under this AGREEMENT with the following entities based on the Scope of Work, Schedule and Compensation set forth below:

Summary:

Item	Schedule	Cost
Carollo Engineers, Inc. WPCP Needs Analysis	8 months	\$132,300
Larsen Wurzel & Associates, Inc. Connection Fee	12 months	\$67,100
City of Chico Project Administration	24 months	\$100,600
TOTAL		\$300,000

**EXHIBIT B**  
**PROCEDURE FOR INVOICES PREPARED BY CITY FOR SUBMITTAL TO TOWN**

The CITY shall prepare and submit invoices to the TOWN on a monthly basis within 20 calendar days after the end of each month;

Each invoice shall include:

- A. A cover letter signed by the CITY's authorized representative that includes the following:
  - 1. The monthly period for which the invoice applies
  - 2. A sequential billing number (1, 2, 3,...etc.)
  - 3. Reference to this AGREEMENT, including this Cooperative Work Agreement number
  - 4. A summary of progress on the PARADISE SEWER PROJECT during the period covered by the invoice
  - 5. A summary of costs incurred by CITY staff and consultants during the period covered by the invoice, and
  - 6. Cumulative costs to date

The CITY may provide the information outlined above in an alternative format with prior approval of the TOWN. The TOWN shall pay the CITY within thirty (30) days of its acceptance of an invoice.



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

January 12, 2021

Assemblyman James Gallagher  
P.O. Box 942849  
Sacramento, CA 94249-0003

RE: AB 36 (Gallagher) Design Build Contracting: Town of Paradise, SPONSOR

Dear Assemblyman Gallagher:

The Town of Paradise is pleased to sponsor **Assembly Bill 36**, which would help our community recover from the devastating impacts of the Camp Fire by authorizing the use of the design-build project delivery method for a water pipeline and a sewer treatment project for the Town of Paradise. These are critical infrastructure projects that provide essential services while increasing fire resiliency.

The Camp Fire, which started in Butte County in November 2018, is the most destructive and deadliest fire in state history. The fire displaced 50,000 people and destroyed almost 20,000 buildings. Authorizing design-build for these critical infrastructure projects is a crucial step in the long road to recovery.

AB 36 would authorize design-build for a water conveyance pipeline from Paradise to Chico. The Paradise Irrigation District (PID) is a special district which provides drinking water service to the town of Paradise. The district was severely impacted by the 2018 Camp Fire, losing most of its ratepayer base. While the State has provided some backfill funding, this funding is temporary and the district must diversify its revenue streams to remain viable. PID's reservoirs and treatment plant were largely undamaged by the Camp Fire, and expanding distribution pipelines would allow treated water to be delivered to other areas within Butte County that are currently groundwater dependent.

AB 36 would also authorize the Town of Paradise to utilize design-build for the construction of a sewer treatment works system. Prior to the fire, the Town was the largest unsewered city in California, contributing to the continual degradation of groundwater quality and exceedance of soil capacities to absorb and treat high volumes of wastewater. The sewer project, which would serve core Paradise areas and connect to the City of Chico's treatment plant is instrumental to modernizing Paradise's infrastructure. Having a sewer rather than individual septic tanks will increase fire resiliency, improve environmental conditions, and aid in the Town's economic recovery.

As the community of Paradise recovers from the devastating impacts of the Camp Fire, it is essential that critical infrastructure and services restored and modernized as soon as possible. AB 36 will aid this process by helping ensure high quality work, cost certainty, and greater flexibility in contracting. For these reasons, the Town of Paradise strongly supports AB 36. Should you have any questions regarding our position, please do not hesitate to contact me.

Sincerely,

Steve Crowder  
Mayor

**ASSEMBLY BILL**

**No. 36**

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**Introduced by Assembly Member Gallagher**  
(Principal coauthor: Senator Nielsen)

December 7, 2020

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An act to add Section 22162.8 to the Public Contract Code, relating to public contracts.

LEGISLATIVE COUNSEL'S DIGEST

AB 36, as introduced, Gallagher. Design-build contracting: Town of Paradise

Existing law, until January 1, 2025, authorizes local agencies, as defined, to use the design-build procurement process for specified public works with prescribed cost thresholds. Existing law requires specified information submitted by a design-build entity in the design-build procurement process to be certified under penalty of perjury.

This bill would authorize the Paradise Irrigation District to use the design-build contracting process to award a contract for a water conveyance pipeline from the Town of Paradise to the City of Chico. The bill would authorize the Town of Paradise to use the design-build contracting process to provide for the provision of sewer treatment to the Town of Paradise, including for infrastructure connecting the Town of Paradise to an existing treatment facility. By expanding design-build authority to include additional projects, the bill would expand the scope of the crime of perjury, thereby imposing a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Paradise Irrigation District and the Town of Paradise.



The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 22162.8 is added to the Public Contract  
2 Code, to read:

3 22162.8. (a) Upon approval of its governing body, the Paradise  
4 Irrigation District may use the design-build contracting process  
5 described in this chapter to award a contract for a water conveyance  
6 pipeline from the Town of Paradise to the City of Chico.

7 (b) Upon approval of a majority of the Paradise Town Council,  
8 the Town of Paradise may use the design-build contracting process  
9 described in this chapter to provide for the provision of sewer  
10 treatment to the Town of Paradise, including for infrastructure  
11 connecting the Town of Paradise to an existing treatment facility.

12 SEC. 2. The Legislature finds and declares that a special statute  
13 is necessary and that a general statute cannot be made applicable  
14 within the meaning of Section 16 of Article IV of the California  
15 Constitution because of the unique need to restore adequate public  
16 services to the Town of Paradise in the aftermath of the 2018 Camp  
17 Fire.

18 SEC. 3. No reimbursement is required by this act pursuant to  
19 Section 6 of Article XIII B of the California Constitution because  
20 the only costs that may be incurred by a local agency or school  
21 district will be incurred because this act creates a new crime or  
22 infraction, eliminates a crime or infraction, or changes the penalty  
23 for a crime or infraction, within the meaning of Section 17556 of  
24 the Government Code, or changes the definition of a crime within  
25 the meaning of Section 6 of Article XIII B of the California  
26 Constitution.

O



**Town of Paradise  
Council Agenda Summary  
Date: January 12, 2021**

**Agenda Item: 6(c)**

**Originated by:** Kevin Phillips, Town Manager  
**Approved by:** Kevin Phillips, Town Manager  
**Subject:** Financial Sustainability Model

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**Council Action Requested:**

1. In light of the unique qualifications and knowledge of Management Partners, staff requests the Council to consider and approve the sole source procurement of financial services by Management Partners; and
2. Authorize the Town Manager to enter into a not-to-exceed agreement with Management Partners for the creation of a financial sustainability model; or

**Alternatives:**

Deny the recommendation and request that staff complete a formal request for qualification for financial sustainability support.

**Background:**

Shortly after the November 8, 2018, Camp Fire, the Town of Paradise entered into negotiations with PG&E for a settlement on a claim for damages which resulted from the fire. Management Partners offered to create a financial model that proved the loss of revenue due to the Camp Fire's destruction. This economic model was crucial to the Town's success in the settlement. Management Partners is in the unique position of already being familiar with the Town of Paradise, its history, financial future, burdens, and needs.

**Discussion:**

The Town received its net settlement amount of \$219 million in July 2020. These funds have been allocated to support the Town's operational expenses during the Town's rebuilding. This upcoming fiscal year will be the first year that the Town will not have the property tax revenue's backfill. The estimated time that the Town will need to rely on the PG&E settlement funds to support day-to-day operations before the Town's property tax base is sustainably functional again is still unknown. Therefore, the Town would benefit from a financial sustainability model that would help analyze how to utilize the PG&E funds to backfill revenue loss.

Management Partners is a financial firm that specializes in helping government agencies recover from financial crises. They have worked with multiple cities throughout California and the United States. Management Partners' firm has a unique skill set that will fit the needs of this project perfectly.

The attached scope of work includes:

- Project Kickoff
- Information and Data Gathering
- Develop a Long-Range Fiscal Forecast
- Develop Fiscal Sustainability Strategies
- Report Results
- Implement Financial Sustainability Action Plan

Each one of the projects will include staff input as well as Council direction. Management Partner's expertise will create a financial plan that will guide the Town's economic recovery. In the end, the Town will own the financial modeling tool and will be provided with free technical support associated with the software.

**Fiscal Impact:**

The professional service agreement with Management Partners will require a current year budget adjustment and a one-time fee of \$79,990.



December 10, 2020

Mr. Kevin Phillips  
Town Manager  
Town of Paradise  
5555 Skyway  
Paradise, CA 95969

Dear Mr. Phillips:

Thank you for the opportunity to discuss your need for an update and additional detail to the long-range fiscal model we developed for the Town of Paradise in 2019. We are pleased to provide this proposal to review the Town's financial stability with the goal of understanding the fiscal drivers shaping Paradise's fiscal condition, and how it can be improved.

We are keenly aware of the enormous challenges the Town faces as it recovers from the Camp Fire in November 2018. In addition, all public agencies are facing pressures on revenues and expenditures such as increased pension costs, increased costs associated with the current pandemic. Thanks to some significant one-time revenues, Town leaders in Paradise have time to plan for its financial future. However, planning for a sustainable model of Town operations is critical since this funding must be used prudently.

The model we will develop will give managers and policy makers a view of the fiscal landscape, a way to communicate the depth of the challenges, and a foundation for taking budget actions needed to live within baseline revenues. Once the model is completed and shared with you and other Town leaders, we will be able to develop recommended strategies to improve efficiency and address any structural deficits identified.

We have developed special expertise in long-range forecasting models to help our clients with budget and financial management, and we would be pleased to assist you with this effort. This proposal explains the process Management Partners will use to construct a fiscal model suited to the Town's needs. Before describing these details, we would like to share some brief information about our firm.

## **About Management Partners**

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. Since then we have worked with hundreds of cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently.

We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. We are proud to say that as a result of our quality work, many of our clients ask us to complete subsequent assignments. Ask our clients and they'll tell you:

- *We Know Local Government.* Our associates have served in local governments, so we have a deep understanding of the operating and political environments in which you work.
- *We Take a Collaborative Approach.* We consider ourselves part of your team and strive to ensure our work supports your overall corporate strategy and goals.
- *We Have Extensive Experience.* Each of our more than 100 associates is an expert in one or more service areas, and our firm has assisted hundreds of jurisdictions in 42 states.
- *We Have Developed Proven Methodologies.* We understand the importance of a holistic approach to improving organizations, using field-tested techniques for each aspect of the work.
- *Our Work Plan is Tailored to Your Needs.* Each of our projects is individually tailored to our client's unique needs, starting with a careful learning process.
- *We Take Pride in the Quality of Our Work.* Our internal processes ensure first-rate, complete staff work and adherence to the highest of ethical standards in public service.
- *We are Focused on Implementation.* As practitioners, our recommendations make practical sense and are able to be implemented.
- *We Provide a Full Suite of Services.* Management Partners' services include everything required to support local government leaders, including organization assessments, performance management, process improvement, strategic planning, and financial modeling, planning, budgeting and analysis.

## Plan of Work

Our proposed work plan is based on our experience developing fiscal models and fiscal sustainability plans for cities and towns across California, our familiarity with California local government finance and operating environments, and our understanding of Paradise's needs. We know Town leaders wish to have a long-term fiscal model developed that can run multiple scenarios based on differing assumptions and demonstrate results visually for workshop settings.

We also understand Town leaders would like assistance developing budget strategies. These will include prioritizing services and service levels so budget balancing using ongoing revenues can be intelligently managed. We have designed the following scope of work to achieve these objectives This framework is amenable to refinements based on your input.

### Activity 1 – Start Project

Management Partners will begin the project by meeting with you, the finance director, the assigned project manager, and other appropriate staff. The project start-up activity forms the foundation of the relationship between Management Partners' team and the Town. During this initial meeting, we will confirm project deliverables and due dates to ensure the project is completed on time and on budget and that our proposed scope of work is aligned precisely to meet your goals.

We understand that the work associated with this review is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the department.

We will provide a document request prior to this meeting and will review the material collected by staff to identify any other data needs. Since we have already worked with Paradise on a long-term fiscal model, our document request will not be extensive.

Given our work with many jurisdictions developing long-term fiscal models we have access to relevant forecasting information from throughout California produced by organizations such as the League of California Cities, the California State Association of Counties, the State Auditor and Controller, and many others, which can be used to update the model.

### Activity 2 – Gather Information and Data

Next, we will initiate a careful learning phase to understand the Town’s current fiscal status and environment. We will review Town services and service levels, department-level organization assessments, multi-year budget information, including revenue sources and amounts, expenditure allocations, reserves and other funds, budgetary reductions and cost shifts that have been made to date, the local community, the Town’s labor environment, prior organization assessments, and other relevant factors. Importantly, we will familiarize ourselves with Camp Fire rebuilding efforts including estimated permit issuances, FEMA reimbursements, and other factors that shape the Town’s financial picture in the aftermath of the disaster.

During this activity, we will compile data to be used throughout the analytical phase of the project. This will include the General Fund long-term forecast, budgets, department budgetary recommendations, analytical work, labor agreements and other pertinent information. In addition, we will review budgeting approaches and test budget assumptions against actual experience, and review and factor in the Town’s inventory of unmet or deferred infrastructure and maintenance needs, to the extent the information is available. We will also consider estimated FEMA funding for infrastructure destroyed in the Camp Fire. This information will be used as we update the fiscal model. Other data essential to this project will come from executive managers. We will gather input from staff, as described below.

- To maximize our efficiency in this area, we will utilize previous work products developed by Town staff as part of the budget process, which may include suggestions and ideas from staff.
- All department leaders will be interviewed to hear their experiences during the last few years with budget balancing and suggestions for budget stabilization, for both revenues and expenditures. Efforts will be made to assist with the ranking of department programs, based on essential core services and those which are more discretionary.

As part of this activity we will also be discussing with Town staff an outreach/communications plan to educate stakeholders on the challenges the Town faces and solicit feedback on potential strategies. This outreach program will be implemented later after the fiscal model and draft strategies are developed but soliciting feedback about structure and design is well suited to this stage of the work.

### Activity 3 – Develop Long Range Fiscal Forecast

Next, we will analyze the data we have gathered through the previous activities. We will meet with financial staff and develop assumptions and parameters. We will identify historical trends and update our prior forecast giving a comprehensive perspective of the factors affecting the financial capacity of the Town. This analysis will provide a sound basis for understanding Paradise’s financial ability to fund services during the next 5 to 20 years.

We will develop our long-range budget forecasting model, which incorporates accounting, payroll, and other data, to enable the Town to run a wide range of alternative forecast scenarios. Typically, we develop a draft forecast and then review it with managers to refine and validate our assumptions. We are careful to tie back all model data to Paradise’s source documents and to fully explain the assumptions underlying the model. After reviewing the model with staff, we will make refinements and develop a final model suitable for presentation.

Our models are all developed in Excel and become the property of the Town at the conclusion of our engagement. We will provide training and a user’s manual to support the Town’s continued use of the modeling tool.

### Activity 4 – Develop Fiscal Sustainability Strategies

As we analyze data and gather input, we look for optimization opportunities that may exist, alternative service delivery approaches that might be possible, revenue enhancement options, the potential for cost shifts, potential redundancies in program operations, and the potential for organizational consolidation to save resources. We also assess the strategies employed to date to ascertain which have been most effective in reducing costs and increasing revenues. We will identify budget balancing approaches used by other municipalities that may be appropriate for Paradise. Since we work with many cities and towns, we have a full knowledge base of alternative approaches that are being applied successfully in the current economic environment.

To organize our work, we will develop independent strategies grouped in four dimensions which, taken together, comprise a range of alternatives for closing the projected deficit gap and creating a stabilized and sustainable budget. They are:

1. **New/Increased Revenue Sources.** This involves identifying new revenue sources based on best practices, including user fee/cost recovery approaches.
2. **Expenditure Controls/Shifts.** This refers to strategies that cap or save General Fund expenditures either by shifting costs to other funds or service providers.
3. **Service Delivery Model Changes.** This includes looking at alternative, lower-cost service delivery approaches.
4. **Service Delivery Reductions.** This involves reductions based on prioritizing core services and reducing non-core ones.

In doing this work we have found that every jurisdiction has a different blend of opportunities and challenges when it comes to developing effective strategies. We are sensitive to the unique needs of each and strive to find the best fit. As an example, in our work with the City of Hayward we were able to identify a unique revenue source, the real property transfer tax, which was low relative to surrounding cities. As a charter city, Hayward could ask the voters for approval of an increase. They did so successfully in the November 2018 General Election.

Following our analysis of the data, we will develop a 20-year budget projection and preliminary matrix of short-, middle-, and long-term strategies. The initial matrix will be organized into the categories established above. It will include estimated timeframes (short- middle- vs. long-term) and expected order of magnitude financial results.

From our review of Town materials on the fiscal situation we understand that due to one-time monies associated with the Camp Fire there is time to implement budget strategies to align ongoing expenditures with ongoing revenues. We typically develop many more options than this target to give the Town Council and management staff choices.

### Activity 5 – Explore Changes and Facilitate Workshop

Based on our analysis, we will develop preliminary recommended fiscal sustainability strategies that will address any potential slowing of revenue growth. Several alternative approaches will be presented. We try to present both revenue-oriented and expenditure reduction/control options.

As was noted above we will develop an outreach and education program for stakeholders. We have found that a necessary ingredient for a successful financial sustainability engagement is that stakeholders understand and appreciate the fiscal challenges. This requires presenting information to employees, bargaining groups, community members, business, and community organizations in a transparent and understandable fashion. Our fiscal model and consulting team excels at doing this.

We will work with Town staff to develop the specifics of a communication plan. It will be used to test the feasibility of fiscal sustainability strategies with Paradise's stakeholders, as well as to educate them about the problem. Their input will be solicited and used to shape the contours of the recommended plan.

The culmination of this activity will be to hold a workshop-style meeting with the management team and Town Council to review both the fiscal model and potential fiscal sustainability strategies based on the anticipated fiscal forecast situation. A unique feature of our modeling approach is the ability to change key variables on a dynamic basis so participants can understand how these variables impact fiscal position. For example, we can vary COLA assumptions as well as assumptions about staffing increases and a host of other variable in real time to facilitate discussion and understanding. We will use a PowerPoint presentation during the workshop along with a live link to our forecast model in Excel. Based on the input received, we will revise the fiscal sustainability strategies as necessary.

### Activity 6 – Report Results

Incorporating the feedback received during Activity 5, we refine the strategies and prepare a draft report with recommendations. We will review the draft with the management team for clarity and factual accuracy and then finalize it. We will present the final report to the Town Council.

This final report along with the implementation action plan described in Activity 7 will be designed and developed to support the Town's strategic planning process. We have extensive experience with strategic planning for local governments so we understand the dynamic and how these deliverables can be structured to make them useful in such a setting.

### Activity 7 – Implement Financial Sustainability Action Plan

The work described above will provide a fully functional fiscal model that will describe the challenges ahead and potential options for maintaining fiscal sustainability, but this work will not create an actual agenda or implementation plan for deploying the potential strategies identified. Management Partners will work with staff in Paradise to develop an implementation action plan built around achieving fiscal sustainability.

We have developed a methodology for defining individual fiscal sustainability strategies, analyzing them for the dollar impact in the client's setting and then assessing the feasibility and implementation steps associated with each strategy. We often will aggregate strategies into "packages" and work with Town leaders to develop a matrix to measure the difficulty of implementation given the existing circumstances.

As a first step in this implementation process, we would build on our presentation in Activity 5 by holding an interactive workshop-style meeting with Council members and senior staff. During the meeting we can show elected officials how various actions can be woven into an overall strategy for achieving fiscal sustainability. We can also show Council members in real time how policy decisions such as hiring additional employees affect the bottom line.

Incorporating the feedback received during the Council workshop, we would perform a detailed analysis of strategies offering the greatest potential for addressing the fiscal challenges documented in the previous activities. We would identify the following information for each strategy:

- Priority rank,
- Description and rationale,



- Estimated fiscal impact,
- Implementation schedule (short- vs. medium- vs. long-term),
- Implementation barriers and transition requirements, and
- Any one-time costs for implementation.

We take care to qualitatively weigh the importance of various implementation barriers. Such barriers could range from relatively simple changes in policies or procedures to more complex contractual, organizational, or policy changes. The differences in barriers are likely to dictate both the timeframe and the priority for each strategy, as well as level of difficulty to implement.

We would present the results of our implementation analysis to the management team for feedback. If additional analysis is needed, we would conduct it following that meeting. We would also present the draft plan to stakeholder groups such as employees, unions, and/or others. The value in this undertaking is that the executive team and ultimately the elected officials and public will be informed about stakeholder perspectives, including support or opposition about various strategies. Management Partners captures all feedback for inclusion in our final presentation.

The deliverable from this activity would be a detailed fiscal sustainability implementation action plan, which is a roadmap to developing the solutions to meeting the budget challenges facing the Paradise.

## FEE PROPOSAL

Management Partners anticipates devoting 450 hours of our staff time to complete the plan of work described above. The total cost of this project is \$79,990, which includes all fees and expenses.

Activity	Fee
<b>1 – Start Project</b>	\$7,110
<b>2 – Gather Information and Data</b>	\$10,600
<b>3 – Develop Long Range Fiscal Forecast</b>	\$15,450
<b>4 – Develop Fiscal Sustainability Strategies</b>	\$13,440
<b>5 – Explore Changes and Facilitate Workshop</b>	\$10,350
<b>6 – Report Results</b>	\$8,840
<b>7 – Implement Financial Sustainability Action Plan</b>	\$14,200
<b>TOTAL</b>	<b>\$79,990</b>

## Our Experience and Qualifications

Financial and business planning is an important part of our work, and helping local governments understand and address the effects of the COVID-19 pandemic economic contraction is an area of major emphasis. In addition to the previous work we have done for the Town of Paradise in 2019, the following list shows jurisdictions that we have assisted in the recent past with financial planning and budgeting. In addition, our website, [managementpartners.com](http://managementpartners.com), has information about our past clients, which includes hundreds of jurisdictions in 42 states. You are welcome to contact any of them about our performance. We will be happy to provide specific references if you desire.

- Alameda, California
- Benicia, California
- Cloverdale, California
- Concord, California
- Daly Town, California
- Davis, California
- El Monte, California
- Fresno, California

- Paradise, California
- Gallup, New Mexico
- Garden Grove, California
- Gilroy, California
- Hayward, California
- Hayward Area Recreation District, California
- Huntington Beach, California
- Inglewood, California
- Kenmore, Washington
- Mercer Island, Washington
- Midpeninsula Regional Open Space District, California
- Millbrae, California
- Modesto, California
- Morro Bay, California
- Newcastle, Washington
- Orange County, North Carolina
- Oxnard, California
- Placentia, California
- Rohnert Park, California
- Ross, California
- Sacramento, California
- San Bernardino, California
- San Jose, California
- San Leandro, California
- San Rafael, California
- Santa Ana, California
- Santa Clara, California
- Santa Rosa, California
- Scotts Valley, California
- Stockton, California
- Suisun Town, California
- Tracy, California
- Vallejo, California

## Project Team

We have a strong project team that is well qualified to complete this work for Paradise. Andy Belknap will serve as project director and will oversee the substantive work of the project. Steve Toler will serve as project manager and will be responsible for execution of the project. They will be supported by Robert Leland, Rick Haydon, and Claire Coleman. Brief qualifications of each team member are provided below.

### Andrew Belknap, Senior Vice President

- More than 20 years of local government experience, including service as a Town manager, public works director, a variety of interim management positions, and as consultant to California municipalities and special districts.
- Expert in **local government financial management**; has **led numerous projects to address structural fiscal deficits** in diverse settings including the cities of San Jose, Fremont, Santa Ana, Morro Bay and Tracy, California as well as the Port of Sacramento.
- During 2008 and 2009, Andy served as an expert witness in the Town of Vallejo's bankruptcy proceeding. In 2011 and 2012 he served as project manager for the Town of Stockton's AB 56 process mediation and subsequent chapter 9 bankruptcy. Between 2015 and 2017 he **managed the Town of San Bernardino's bankruptcy and developed the plan of adjustment** for the Town, which led to fundamental changes in governance and operations.
- Andy has served well **over 200 California local governments**, many on multiple occasions, including 18 of the largest 20 cities.
- A trained economist, Andy brings a special **expertise to fiscal analysis and public finance issues**. His blend of quantitative skills, coupled with a practitioner's understanding of public services and management systems, adds value to all types of organizational and policy analysis. He is also an excellent facilitator and strategic thinker.



## Steve Toler, Partner

- Serves as project director for the firm's COVID-19 pandemic response team, analyzing fiscal impacts and recommending strategies to address those impacts on local agencies.
- Has vast experience in **budgeting and revenue forecasting**, financial management and reporting, accounting, purchasing, information technology management, water and wastewater rate modeling, regional shared services planning, organizational development and training, labor relations and negotiations, business continuity planning, risk management, economic development and redevelopment, tax ballot measures, and **public engagement**.
- Joined Management Partners after spending **nearly 20 years in local government public service** working for the cities of Cupertino, Foster Town and Millbrae, California.
- With Management Partners he has led over a dozen fiscal planning efforts for cities and special districts. These have all involved the construction of interactive fiscal models. The models include a dashboard which quickly displays key fiscal indicators such as fund balance, annual deficit or surplus and where all key assumptions are displayed and can be varied.
- As **budget director** of Foster Town, he implemented collaborative approaches with departments to prepare their **operating budgets and five-year financial plans and capital improvement plans**. He performed the personnel, services and supplies, and capital outlay analyses required to ensure a more realistic need for budgeted resources to help departments achieve the Town Council's goals.
- Serves clients across the Pacific Northwest and West Coast, including recent engagements for the cities of Mercer Island and Newcastle in King County, Washington.



## Robert Leland, Special Advisor

- Has been preparing **long-range forecasts and budget models** since the early 1980s and has prepared more than 30 fiscal forecasting models for Management Partners' clients since joining the firm in 2012, including recent models for Oxnard, Vallejo, San Leandro, Concord, Santa Rosa, Hayward, Davis, Modesto and others.
- **Developed the Long-Range Financial Plan for the Town of Stockton**, which played a key role in their plan of adjustment which was approved in Chapter 9 Bankruptcy Court.
- Has **45 years of experience in state and local government finance**, including 26 years as the director of finance for the Town of Fairfield, California.
- Previously served as assistant finance director for the Town of Sacramento, where he managed the Town's budget, and as a staff consultant to the Assembly Revenue and Taxation Committee, where he drafted and analyzed legislation and **worked on the team implementing Proposition 13 in 1978**.
- **Past president** of the California Society of Municipal Finance Officers and League of California Cities' Fiscal Officers Department.
- Received the **Distinguished Service Award from CSMFO in 2018** and the 2010 Award of Excellence in Public Finance from the California Public Securities Association.



### Rick Haydon, Special Advisor

- Has more than 30 years of municipal government experience, with an emphasis on management and strategic planning, budgeting, financial and economic analysis, and fund accounting.
- Served as interim Town manager for the Town of Solvang until April 2019; retired in 2017 as Town manager for the Town of Santa Maria, having been in that capaTown for six years and previously Assistant Town Manager for 15 years.
- Oversaw a full-service Town in Santa Maria of more than 100,000 residents, a workforce of over 700 employees and an annual operating budget of \$163 million; responsible for the day-to-day operations as well as oversaw the Town’s annual budget process.
- During his tenure with Santa Maria, Rick was responsible for the Town winning 21 consecutive California Municipal Finance Officer’s (CSMFO) Excellence in Budgeting Awards and 10 consecutive biennial Government Finance Officers Association (GFOA) Distinguished Budget Presentation Awards.
- Prior to Santa Maria, Rick was the budget and employee relations manager for the Town of Dinuba where he was responsible for coordinating, preparing, and compiling the Town’s annual budget document.



### Claire Coleman, Management Analyst

- Conducts **analyses and research on financial**, organizational, and operational projects for clients. Her analytical training includes **financial modeling** and regression analysis.
- Supports organizational assessments, peer comparison studies, department merger analyses, and **fiscal sustainability plans**.
- Previously worked on government transportation contracts for a hospitality company and in business development at a software startup.
- **BA in Economics** and Russian Studies from Oberlin College.



### Conclusion

We look forward to working with you on this important project. Please let me know if we can provide any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Julie Mares".

Julie Mares  
Chief Operating Officer

Accepted for the Town of Paradise by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into on \_\_\_\_\_, **2021** by and between the Town of Paradise, a municipal corporation (“Town”) and Management Partners (“Consultant”).

### **RECITALS**

- A. Consultant is specially trained, experienced and competent to provide the long-range fiscal model that will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. Town desires to retain Consultant to render the fiscal planning work as set forth herein.

### **AGREEMENT**

#### **1 SCOPE OF WORK.**

Except as specified in this Agreement, Consultant shall furnish all professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Work”) to satisfactorily complete the long-range fiscal model required for Town by this Agreement at Consultant’s own risk and expense. The materials and work to be provided to Town are more fully described in Exhibit A entitled “SCOPE OF WORK.” All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

##### **1.1 Town Obligations**

All data applicable to the Work and in possession of the Town are to be made available to the Consultant.

**2 TIME OF PERFORMANCE.**

The Work of Consultant shall commence immediately, and shall terminate upon full completion, which shall be no later than \_\_\_\_\_, 2021.

**3 COMPENSATION.**

Consultant's compensation for all materials and work under this Agreement shall not exceed \$79,990 and shall be in accordance with the charges set forth in Exhibit "B". In no event shall Consultant's compensation exceed the amounts set forth in Exhibit "B" without the prior approval of the Town Manager.

**4 METHOD OF PAYMENT.**

After the execution of this Agreement, Consultant may submit an invoice every thirty (30) calendar days to Town. Town shall pay Consultant the amount due within thirty (30) calendar days after the invoice is approved by Town.

**5 EXTRA WORK.**

At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work that is determined by Town 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 Town Manager.

**6. TERMINATION.**

This Agreement may be terminated by Town immediately for cause and without cause upon thirty (30) calendar days written notice of termination. Upon termination, Consultant shall be entitled to compensation for work properly performed up to the effective date of termination. Upon termination of this Agreement, Consultant shall deliver, within five (5)

calendar days, all its work product hereunder to Town.

**6 OWNERSHIP OF DOCUMENTS.**

All reports, plans, studies, documents, and other writings prepared by and for Consultant, in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the Town upon payment to Consultant for such work, and the Town shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to Town within five (5) calendar days after written request. Consultant shall not be responsible for liabilities, losses, or claims resulting from unauthorized modifications, or reuse other than original intended purpose.

**7 LICENSING OF INTELLECTUAL PROPERTY.**

This Agreement creates a nonexclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by Town. Town shall not be limited in any way in its use of the Documents and Data at any time.

**7.1 Confidentiality.**

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer

program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name, seal, or photographs relating to project for which Consultant's services are rendered, or participate in any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

7.2 Consultant's Books and Records.

7.2.a Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

8.2.b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of **three (3) years**, or for any longer period required by law, from the date of termination or completion of this Agreement.

8.2.c. Any records or documents required to be maintained pursuant to this Agreement



shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Manager, Town Attorney, Town Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the Town for inspection at Town Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement. Where Town has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Town may, by written request by any of the above-named officers, require that custody of the records be given to the Town and that the records and documents be maintained by Town Hall.

**8 INDEPENDENT CONSULTANT.**

It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent Consultant and shall not act as an agent or employee of the Town. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to Town's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**9 INTEREST OF CONSULTANT.**

Consultant (including principals, associates, and professional employees and subconsultants) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the

performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the Town or any Town official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Town decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

**10 PROFESSIONAL ABILITY OF CONSULTANT.**

Town has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall have Andy Belknap and Steve Toler manage and approve the work of all persons performing professional work under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

**11 COMPLIANCE WITH LAWS.**

Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

**12 LICENSES.**

Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature, which are legally required of Consultant to

practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, certifications, insurance and approvals which are required by the Town for its business.

**13 INDEMNITY.**

Consultant agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from Consultant's negligent performance, intentional acts, misconduct or omissions relating to the Work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claims arising from the sole negligence or willful misconduct of Town, its officers, agents, employees or volunteers.

**14 INSURANCE REQUIREMENTS.**

Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

**15 NOTICES.**

Any notice required to be given under this Agreement shall be in writing and will either be served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town:                   Kevin Phillips  
  Town Manager  
  Town of Paradise

5555 Skyway  
Paradise, CA 95969

If to Consultant: Julie Mares  
Chief Operating Officer  
2107 North First Street, Suite 470  
San Jose, California 95131

**16** **ENTIRE AGREEMENT.**

This Agreement constitutes the complete and exclusive statement of agreement between Town and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

**17** **AMENDMENTS.**

This Agreement may be modified or amended only by a written document executed by both Consultant and Town and approved as to form by the Town Attorney.

**18** **ASSIGNMENT AND SUBCONTRACTING.**

The parties recognize that a substantial inducement to Town for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the prior written consent of the Town. No subconsultants (other than those listed on Exhibit "A") shall work under this Agreement without the prior written authorization of the Town. If Town consents to such subcontract, Consultant shall be fully responsible to Town for all acts or omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between Town and a subconsultant of the Consultant nor shall it create any obligation on the part of the Town to pay or to see to the payment of any monies due to any such subconsultant other than as

otherwise required by law.

**20 Waiver.**

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

**21 SEVERABILITY.**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**22 CONTROLLING LAW VENUE.**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

**23 LITIGATION EXPENSES AND ATTORNEY'S FEES.**

If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**24 MEDIATION.**

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

**25 MEDIATORS.**

The Town and Consultant shall meet to select a mediator from a list of five proposed mediators by each striking the names of two different proposed mediators and thereafter

the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

**26**     **EXECUTION.**

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**27**     **AUTHORITY TO ENTER AGREEMENT.**

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**28**     **PROHIBITED INTERESTS.**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**29**     **EQUAL OPPORTUNITY EMPLOYMENT.**

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

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

TOWN OF PARADISE

MANAGEMENT PARTNERS

By: \_\_\_\_\_  
Kevin Phillips, Town Manager

By: \_\_\_\_\_  
Jerry Newfarmer, President and CEO

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Mark A Habib, Town Attorney

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

## **EXHIBIT “A”**

### **Scope of Work**

As used in this Scope of Work, the words “we”, “our” and “Management Partners” shall mean “Consultant”.

Our proposed work plan is based on our experience developing fiscal models and fiscal sustainability plans for cities and towns across California, our familiarity with California local government finance and operating environments, and our understanding of Paradise’s needs. We know Town leaders wish to have a long-term fiscal model developed that can run multiple scenarios based on differing assumptions and demonstrate results visually for workshop settings.

We also understand Town leaders would like assistance developing budget strategies. These will include prioritizing services and service levels so budget balancing using ongoing revenues can be intelligently managed. We have designed the following scope of work to achieve these objectives. This framework is amenable to refinements based on Town input.

#### **ACTIVITY 1 – START PROJECT**

Management Partners will begin the project by meeting with the Town Manager, the finance director, the assigned project manager, and other appropriate staff. The project start-up activity forms the foundation of the relationship between Management Partners’ team and the Town. During this initial meeting, we will confirm project deliverables and due dates to ensure the project is completed on time and on budget and that our proposed scope of work is aligned precisely to meet Town’s goals.

We understand that the work associated with this review is in addition to the normal work of the organization. Our goal is to integrate our activities in a manner that is thoughtful and minimizes disruption to the department.

We will provide a document request prior to this meeting and will review the material collected by staff to identify any other data needs. Since we have already worked with Paradise on a long-term fiscal model, our document request will not be extensive.

Given our work with many jurisdictions developing long-term fiscal models we have access to relevant forecasting information from throughout California produced by organizations such as the League of California Cities, the California State Association of Counties, the State Auditor and Controller, and many others, which can be used to update the model.

#### **ACTIVITY 2 – GATHER INFORMATION AND DATA**

Next, we will initiate a careful learning phase to understand the Town’s current fiscal status and environment. We will review Town services and service levels, department-



level organization assessments, multi-year budget information, including revenue sources and amounts, expenditure allocations, reserves and other funds, budgetary reductions and cost shifts that have been made to date, the local community, the Town's labor environment, prior organization assessments, and other relevant factors. Importantly, we will familiarize ourselves with Camp Fire rebuilding efforts including estimated permit issuances, FEMA reimbursements, and other factors that shape the Town's financial picture in the aftermath of the disaster.

During this activity, we will compile data to be used throughout the analytical phase of the project. This will include the General Fund long-term forecast, budgets, department budgetary recommendations, analytical work, labor agreements and other pertinent information. In addition, we will review budgeting approaches and test budget assumptions against actual experience, and review and factor in the Town's inventory of unmet or deferred infrastructure and maintenance needs, to the extent the information is available. We will also consider estimated FEMA funding for infrastructure destroyed in the Camp Fire. This information will be used as we update the fiscal model. Other data essential to this project will come from executive managers. We will gather input from staff, as described below.

- To maximize our efficiency in this area, we will utilize previous work products developed by Town staff as part of the budget process, which may include suggestions and ideas from staff.
- All department leaders will be interviewed to hear their experiences during the last few years with budget balancing and suggestions for budget stabilization, for both revenues and expenditures. Efforts will be made to assist with the ranking of department programs, based on essential core services and those which are more discretionary.

As part of this activity we will also be discussing with Town staff an outreach/communications plan to educate stakeholders on the challenges the Town faces and solicit feedback on potential strategies. This outreach program will be implemented later after the fiscal model and draft strategies are developed but soliciting feedback about structure and design is well suited to this stage of the work.

### **ACTIVITY 3 – DEVELOP LONG RANGE FISCAL FORECAST**

Next, we will analyze the data we have gathered through the previous activities. We will meet with financial staff and develop assumptions and parameters. We will identify historical trends and update our prior forecast giving a comprehensive perspective of the factors affecting the financial capacity of the Town. This analysis will provide a sound basis for understanding Paradise's financial ability to fund services during the next 5 to 20 years.

We will develop our long-range budget forecasting model, which incorporates accounting, payroll, and other data, to enable the Town to run a wide range of alternative forecast scenarios. Typically, we develop a draft forecast and then review it with managers to refine and validate our assumptions. We are careful to tie back all

model data to Paradise's source documents and to fully explain the assumptions underlying the model. After reviewing the model with staff, we will make refinements and develop a final model suitable for presentation.

Our models are all developed in Excel and become the property of the Town at the conclusion of our engagement. We will provide training and a user's manual to support the Town's continued use of the modeling tool.

#### **ACTIVITY 4 – DEVELOP FISCAL SUSTAINABILITY STRATEGIES**

As we analyze data and gather input, we look for optimization opportunities that may exist, alternative service delivery approaches that might be possible, revenue enhancement options, the potential for cost shifts, potential redundancies in program operations, and the potential for organizational consolidation to save resources. We also assess the strategies employed to date to ascertain which have been most effective in reducing costs and increasing revenues. We will identify budget balancing approaches used by other municipalities that may be appropriate for Paradise. Since we work with many cities and towns, we have a full knowledge base of alternative approaches that are being applied successfully in the current economic environment.

To organize our work, we will develop independent strategies grouped in four dimensions which, taken together, comprise a range of alternatives for closing the projected deficit gap and creating a stabilized and sustainable budget. They are:

1. **New/Increased Revenue Sources.** This involves identifying new revenue sources based on best practices, including user fee/cost recovery approaches.
2. **Expenditure Controls/Shifts.** This refers to strategies that cap or save General Fund expenditures either by shifting costs to other funds or service providers.
3. **Service Delivery Model Changes.** This includes looking at alternative, lower-cost service delivery approaches.
4. **Service Delivery Reductions.** This involves reductions based on prioritizing core services and reducing non-core ones.

In doing this work we have found that every jurisdiction has a different blend of opportunities and challenges when it comes to developing effective strategies. We are sensitive to the unique needs of each and strive to find the best fit. As an example, in our work with the City of Hayward we were able to identify a unique revenue source, the real property transfer tax, which was low relative to surrounding cities. As a charter city, Hayward could ask the voters for approval of an increase. They did so successfully in the November 2018 General Election.

Following our analysis of the data, we will develop a 20-year budget projection and preliminary matrix of short-, middle-, and long-term strategies. The initial matrix will be organized into the categories established above. It will include estimated timeframes (short- middle- vs. long-term) and expected order of magnitude financial results.

From our review of Town materials on the fiscal situation we understand that due to one-time monies associated with the Camp Fire there is time to implement budget strategies to align ongoing expenditures with ongoing revenues. We typically

develop many more options than this target to give the Town Council and management staff choices.

#### **ACTIVITY 5 – EXPLORE CHANGES AND FACILITATE WORKSHOP**

Based on our analysis, we will develop preliminary recommended fiscal sustainability strategies that will address any potential slowing of revenue growth. Several alternative approaches will be presented. We try to present both revenue-oriented and expenditure reduction/control options.

As was noted above we will develop an outreach and education program for stakeholders. We have found that a necessary ingredient for a successful financial sustainability engagement is that stakeholders understand and appreciate the fiscal challenges. This requires presenting information to employees, bargaining groups, community members, business, and community organizations in a transparent and understandable fashion. Our fiscal model and consulting team excels at doing this.

We will work with Town staff to develop the specifics of a communication plan. It will be used to test the feasibility of fiscal sustainability strategies with Paradise’s stakeholders, as well as to educate them about the problem. Their input will be solicited and used to shape the contours of the recommended plan.

The culmination of this activity will be to hold a workshop-style meeting with the management team and Town Council to review both the fiscal model and potential fiscal sustainability strategies based on the anticipated fiscal forecast situation. A unique feature of our modeling approach is the ability to change key variables on a dynamic basis so participants can understand how these variables impact fiscal position. For example, we can vary COLA assumptions as well as assumptions about staffing increases and a host of other variable in real time to facilitate discussion and understanding. We will use a PowerPoint presentation during the workshop along with a live link to our forecast model in Excel.

Based on the input received, we will revise the fiscal sustainability strategies as necessary.

#### **ACTIVITY 6 – REPORT RESULTS**

Incorporating the feedback received during Activity 5, we refine the strategies and prepare a draft report with recommendations. We will review the draft with the management team for clarity and factual accuracy and then finalize it. We will present the final report to the Town Council.

This final report along with the implementation action plan described in Activity 7 will be designed and developed to support the Town’s strategic planning process. We have extensive experience with strategic planning for local governments so we understand the dynamic and how these deliverables can be structured to make them useful in such a setting.

## ACTIVITY 7 – IMPLEMENT FINANCIAL SUSTAINABILITY ACTION PLAN

The work described above will provide a fully functional fiscal model that will describe the challenges ahead and potential options for maintaining fiscal sustainability, but this work will not create an actual agenda or implementation plan for deploying the potential strategies identified. Management Partners will work with staff in Paradise to develop an implementation action plan built around achieving fiscal sustainability.

We have developed a methodology for defining individual fiscal sustainability strategies, analyzing them for the dollar impact in the client’s setting and then assessing the feasibility and implementation steps associated with each strategy. We often will aggregate strategies into “packages” and work with Town leaders to develop a matrix to measure the difficulty of implementation given the existing circumstances.

As a first step in this implementation process, we would build on our presentation in Activity 5 by holding an interactive workshop-style meeting with Council members and senior staff. During the meeting we can show elected officials how various actions can be woven into an overall strategy for achieving fiscal sustainability. We can also show Council members in real time how policy decisions such as hiring additional employees affect the bottom line.

Incorporating the feedback received during the Council workshop, we would perform a detailed analysis of strategies offering the greatest potential for addressing the fiscal challenges documented in the previous activities. We would identify the following information for each strategy:

- Priority rank,
- Description and rationale,
- Estimated fiscal impact,
- Implementation schedule (short- vs. medium- vs. long-term),
- Implementation barriers and transition requirements, and
- Any one-time costs for implementation.

We take care to qualitatively weigh the importance of various implementation barriers. Such barriers could range from relatively simple changes in policies or procedures to more complex contractual, organizational, or policy changes. The differences in barriers are likely to dictate both the timeframe and the priority for each strategy, as well as level of difficulty to implement.

We would present the results of our implementation analysis to the management team for feedback. If additional analysis is needed, we would conduct it following that meeting. We would also present the draft plan to stakeholder groups such as employees, unions, and/or others. The value in this undertaking is that the executive team and ultimately the elected officials and public will be informed about stakeholder

perspectives, including support or opposition about various strategies. Management Partners captures all feedback for inclusion in our final presentation.

The deliverable from this activity would be a detailed fiscal sustainability implementation action plan, which is a roadmap to developing the solutions to meeting the budget challenges facing the Paradise.

**EXHIBIT “B”**

**Compensation**

Consultant anticipates devoting 450 hours of our staff time to complete the plan of work described above. The total cost of this project is \$79,990, which includes all fees and expenses.

Activity	Fee
<b>1 – Start Project</b>	\$7,110
<b>2 – Gather Information and Data</b>	\$10,600
<b>3 – Develop Long Range Fiscal Forecast</b>	\$15,450
<b>4 – Develop Fiscal Sustainability Strategies</b>	\$13,440
<b>5 – Explore Changes and Facilitate Workshop</b>	\$10,350
<b>6 – Report Results</b>	\$8,840
<b>7 – Implement Financial Sustainability Action Plan</b>	\$14,200
<b>TOTAL</b>	<b>\$79,990</b>

## EXHIBIT "C"

### Insurance Requirements

The Consultant, in advance of performing activities on the work under the Agreement between the Town and the Consultant, shall, at no expense to the Town, obtain the following insurance policies:

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

Coverage shall be at least as broad as:

1.           **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and a completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2.           **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3.           **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4.           **Error and Omission Insurance:** \$1,000,000 in coverage.

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

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

1.           The Town, its officers, officials, employees, and volunteers shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of project work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such project work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

2. For any claims related to this work, the Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the 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 Town.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

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

Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

All liability insurance policies shall be maintained for the duration of Consultant's work and for 3 years after completion of the work.

Consultant hereby agrees to waive rights of subrogation that any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Consultant, its employees, agents and subconsultants.





**Town of Paradise  
Council Agenda Summary  
Date: January 12, 2021**

**Agenda Item: 6(d)**

**Originated by:** Kevin Phillips, Town Manager

**Reviewed by:** Kevin Phillips, Town Manager

**Subject:** Report of Development Impact Fees for the Town of Paradise for Fiscal Year Ended June 30, 2020

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**Council Action Requested:**

1. Adopt Resolution No. 21-\_\_, A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006; or

**Alternatives:**

Refer the matter back to staff for further development and clarification

**Background:**

In April 1995, the Town of Paradise adopted a Development Impact Fee Program to address the cost of facilities and capital needs generated by residential and commercial new development. The purpose was to ensure that new growth paid its own way and didn't burden existing revenue sources. In January 2001, the program and associated fees were revised and updated. The program has five basic elements:

- Fire Facilities, Training and Equipment
- Law Enforcement Facilities, Training and Equipment
- Traffic Control Facilities
- Streets and Thoroughfares
- Drainage Facilities

In accordance with Section 66006 of the Government Code, the Town is required to prepare an annual report related to development impact fees. This report must contain the following information and be available to the public 15 days prior to review at a public meeting:

1. A brief description of the type of fee in the fund.
2. The amount of the fee.
3. The beginning and ending amount of each fund.
4. The amount of the fees collected and interest earned.
5. An identification of each public improvement on which fees were expended and the percent of the public improvement funded with the fees.
6. An identification of approximate dates by which the construction of the public improvements will commence if the Town determines that sufficient funds have been collected to complete the project.
7. A description of each interfund transfer or loan made from the fund (if any).

8. The amount of refunds made of fees collected (if any).

Staff has completed a resolution with attached addendum, which includes the required legal information for review and adoption. It reports on development impact fees for the fiscal years ended June 30, 2020.

**Discussion:**

The staff has completed a resolution with an attached addendum, which includes the required information for review and adoption. It reports on development impact fees for the fiscal year ended June 30, 2020. Staff continues to monitor each impact fee account balance and look for funding opportunities for the projects identified in the 2001 study.

**Conclusion/Fiscal Analysis:**

There is no financial impact to the Town of preparing and presenting these development impact fee reports.

**TOWN OF PARADISE**  
**RESOLUTION NO. 21-\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE, CALIFORNIA,  
REPORTING UNEXPENDED DEVELOPMENT IMPACT FEES IN ACCORDANCE WITH  
GOVERNMENT CODE SECTION 66006**

**WHEREAS**, Government Code section 66006 requires the Town to annually disclose to the public information concerning development impact fees it has received in connection with the approval of development projects; and

**WHEREAS**, pursuant to Government Code Section 66006, the Town made the information pertaining to the funds and improvements relating to development impact fees available to the public on December 28, 2020 after mailing notice thereof to any interest party who has filed a written request with the Town Clerk for such information.

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

Section 1. Pursuant to Government Code section 66006, the Town Council made available to the public all required information for fiscal year ended June 30, 2020 as stated in the reports attached to this Resolution.

Section 2. On January 12, 2021, after considering the available information and all written and oral evidence provided to it, the Council adopted this Resolution.

**PASSED AND ADOPTED** by the Town Council of the Town of Paradise this 12<sup>th</sup> day of January 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

\_\_\_\_\_  
Steve Crowder, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Mark A. Habib, Town Attorney

**Town of Paradise**  
**Statement of Revenues, Expenditures, and Change in Fund Balances**  
**Streets and Thoroughfares (Fund 2510)**  
**For Fiscal Year Ended June 30, 2020**

Streets and Thoroughfares Impact Fees are necessary and imposed on new development in order to mitigate the impact of increased traffic on the Town's roadways. The originally adopted Management Services Institute Development Impact Fee Report indicates that street shoulder widening, street widening, road extension and connections will be necessary to keep traffic moving smoothly throughout Town as development continues. In January 2001 the schedule of development impact fees projects were updated and revised.

	<b>July 1, 2019 - June 30, 2020</b>
<b>Beginning Balance</b>	<b>647,513.45</b>
<b>Revenues:</b>	
Impact Fees Collected: *	8,857.32
Interest and Other Earnings:	11,367.15
<b>Total Revenues:</b>	<b>20,224.47</b>
<b>Expenditures:</b>	
<b>Total Expenditures:</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>667,737.92</b>

\* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 4.2

TOWN OF PARADISE  
DEVELOPER FEES DETAIL  
STREETS AND THOROUGHFARES (Revised 1/24/00)

LINE #	DESCRIPTION	LINEAR FEET	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT			
				% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST		
							LOCAL IMPACT	TOWN-WIDE IMPACT	OUTSIDE TOWN
<b>STREET SHOULDER WIDENING</b>									
ST-01	SOUTH LIBBY ROAD FROM BENNETT TO PEARSON	4,224	\$ 462,625	60	\$ 277,575	40	\$ 185,050	0	0
ST-02	SAWMILL ROAD FROM PEARSON TO MAGADON	2,570	318,467	60	191,080	40	127,387	0	
ST-03	EDGEWOOD ROAD FROM PEARSON TO S/O MARSTON	5,400	548,729	60	329,237	40	219,492	0	
ST-04	PENTZ ROAD FROM PEARSON TO SOUTH TOWN LIMITS	5,228	548,069	10	54,807	90	0	\$383,648	\$ 164,421
ST-05	PENTZ ROAD FROM BILLE TO PEARSON	8,800	884,197	15	132,630	85	0	751,567	0
ST-06	ROE ROAD FROM NEAL TO EAST TERMINUS	10,000	1,163,406	70	814,384	30	349,022	0	0
ST-07	NEAL ROAD FROM SKYWAY TO SOUTH TOWN LIMITS	8,900	915,320	40	366,128	60	274,596	274,596	0
ST-08	SCOTTWOOD FROM BUSCHMANN TO KINSEY	5,050	467,803	30	140,341	70	280,682	46,780	0
ST-09	OLIVER ROAD FROM BILLE TO VALLEY VIEW	1,900	196,175	15	29,426	85	166,749	0	0
<b>STREET WIDENING (FROM 2 TO 4 LANES)</b>									
ST-10	SKYWAY FROM NORTH OF BILLE TO PENTZ	15,600	2,875,780	15	431,367	85	0	287,578	\$2,156,835
ST-11	CLARK ROAD FROM NORTH OF WAGSTAFF TO SKYWAY	7,560	1,219,316	15	182,897	85	0	121,932	914,487
<b>STREET EXTENSIONS &amp; CONNECTIONS</b>									
ST-12	BUSCHMANN FROM FOSTER TO SKYWAY	1,980	248,400	15	37,260	85	0	211,140	
ST-13	ELLIOTT, FROM NIELSEN TO KIBLER	1,000	153,497	15	23,025	85	0	130,472	
ST-14	FOREST SERVICE ROAD FROM SKYWAY TO CLARK	3,200	455,362	15	68,304	85	387,058	0	0
ST-15	KELLER FROM SAWMILL TO SOUTH LIBBY	1,400	236,583	50	118,292	50	118,291	0	0
ST-16	BENNETT FROM SOUTH LIBBY TO EDGEWOOD	2,750	405,711	60	243,427	40	162,284	0	0
<b>MISCELLANEOUS PROJECTS</b>									
ST-17	MISC. IMPROVEMENTS - WESTSIDE AREA	...	\$ 789,227	0	0	100	\$ 789,227	0	0
ST-18	MISC. IMPROVEMENTS - SOUTHSIDE AREA	...	492,200	0	0	100	492,200	0	0
<b>TOTAL ESTIMATED PROJECT COSTS</b>			<b>\$12,380,867</b>		<b>\$3,440,180</b>		<b>\$ 3,552,038</b>	<b>\$2,207,713</b>	<b>\$3,235,743</b>

**Town of Paradise**  
**Statement of Revenues, Expenditures, and Change in Fund Balances**  
**Traffic Control Facilities (Fund 2520)**  
**For Fiscal Year Ended June 30, 2020**

The Town's growth will impact the level of congestion on all of the Town's roadways which is the reason Traffic Control Facilities Impact Fees are necessary and imposed on new development. The originally adopted Management Services Institute Development Impact Fee Report further explains that construction of new signals will be needed to avoid congestion in the future. In January 2001 the schedule of development impact fees projects were updated and revised.

	<b>July 1, 2019 - June 30, 2020</b>
<b>Beginning Balance</b>	<b>75,528.65</b>
Revenues:	
Impact Fees Collected: *	774.17
Interest and Other Earnings:	1,321.42
<b>Total Revenues:</b>	<b>2,095.59</b>
Expenditures:	-
<b>Total Expenditures:</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>77,624.24</b>

\* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 5.2

TOWN OF PARADISE DEVELOPER FEES DETAIL TRAFFIC CONTROL FACILITIES (Revised 1/24/00)			CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT		
LINE #	DESCRIPTION	ESTIMATED COST	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST	
						TOWN-WIDE IMPACT	OUTSIDE TOWN
TC-01	NEW TRAFFIC SIGNAL - SKYWAY & BUSCIIMANN	\$150,000	15%	\$22,500	85%	\$127,500	0
TC-02	NEW TRAFFIC SIGNAL - PEARSON CHURCHILL <i>Rec</i>	150,000	15%	22,500	85%	127,500	0
TC-03	NEW TRAFFIC SIGNAL - CLARK & BUSCIIMANN	190,000	15%	28,500	85%	161,500	0
TOTAL ESTIMATED PROJECT COSTS		\$ 490,000	15%	\$ 73,500	85%	\$ 416,500	\$0

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**Town of Paradise**  
**Statement of Revenues, Expenditures, and Change in Fund Balances**  
**Law Enforcement Facilities, Training and Equipment (Fund 2540)**  
**For Fiscal Year Ended June 30, 2020**

Law Enforcement Facilities Impact Fees are necessary and imposed on new development because future development will impact the Town's Police Department by requiring additional police officers and support staff, new equipment and vehicles and additional building space in order to maintain the same level of service. The originally adopted Management Services Institute Development Impact Fee Report supports this need. Additional equipment and facilities are necessary to accommodate the increased public safety demands of development. In January 2001 the schedule of development impact fees projects were updated and revised.

	<b>July 1, 2019 - June 30, 2020</b>
<b>Beginning Balance</b>	<b>21,064.60</b>
Revenues:	
Impact Fees Collected: *	1,425.47
Interest and Other Earnings:	389.49
<b>Total Revenues:</b>	<b>1,814.96</b>
Expenditures:	
Two (2) police vehicles - 100%	
<b>Total Expenditures:</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>22,879.56</b>

\* Fees Calculated and Collected According to Resolution No. 01-04



**EXHIBIT A - SCHEDULE 6.2**  
(Revised 1/24/00)

TOWN OF PARADISE DEVELOPER FEES DETAIL LAW ENFORCEMENT FACILITIES, EQUIPMENT & TRAINING			CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
LINE #	DESCRIPTION	ESTIMATED COST	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
PD-01	Police facility expansion					
PD-01	A. Construction costs (3,500 sq. ft.)	\$ 437,500	50%	\$ 218,750	50%	\$ 218,750
PD-01	B. Design, engineering and contract admin. (15% of building construction)	\$ 65,625	50%	\$ 32,813	50%	\$ 32,812
PD-01	C. Contingence (10% of above costs)	\$ 43,750	50%	\$ 21,875	50%	\$ 21,875
PD-02	Vehicles (four vehicles at \$30,000:3 @ \$20,000)	\$ 180,000	50%	\$ 90,000	50%	\$ 90,000
PD-03	Training costs (see schedule 6.4)	\$ 317,196	0%	\$ .	100%	\$ 317,196
	<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$1,044,071</b>	<b>34.8%</b>	<b>\$ 363,438</b>	<b>65.2%</b>	<b>\$ 680,633</b>

**Town of Paradise**  
**Statement of Revenues, Expenditures, and Change in Fund Balances**  
**Fire Facilities, Training and Equipment (Fund 2550)**  
**For Fiscal Year Ended June 30, 2020**

Fire Facilities Impact Fees were imposed on new development because new development increases the demand on public safety facilities and fire equipment through increased calls for services as shown in the originally adopted Management Services Institute Development Impact Fee Report. Additional equipment and facilities are necessary to accommodate the increased public safety demands of development. In January 2001 the schedule of development impact fees projects were updated and revised.

	July 1, 2019 - June 30, 2020
<b>Beginning Balance</b>	<b>32,962.68</b>
Revenues:	
Impact Fees Collected: *	1,229.67
Interest and Other Earnings:	592.15
<b>Total Revenues:</b>	<b>1,821.82</b>
Expenditures:	-
<b>Total Expenditures:</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>34,784.50</b>

\* Fees Calculated and Collected According to Resolution No. 01-04

**EXHIBIT A – SCHEDULE 7.2**

(Revised 1/24/00)

TOWN OF PARADISE  
DEVELOPER FEES DETAIL  
FIRE FACILITIES, EQUIPMENT & TRAINING

LINE #	DESCRIPTION	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
			% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
FD-01	ACQUISITION OF COMMAND VEHICLE	\$35,000.	85%	\$29,750.	15%	\$5,250.
FD-02	ACQUISITION OF BRUSH TRUCK (STATION #1)	\$180.00.	85%	\$153,000.	15%	\$27,000.
FD-03	FUEL TANK EXPANSION (STATION #2)	\$65,000.	50%	\$32,500.	50%	\$32,500.
FD-04	REPLACEMENT OF RADIO EQUIPMENT	\$40,000.	50%	\$20,000.	50%	\$20,000.
FD-05	REPLACEMENT OF BREATHING APPARATUS (32 UNITS) + AIR BOTTLES (32 UNITS)	\$48,000.	85%	\$40,800.	15%	\$7,200.
FD-06	RETROFIT ENGINE CAB TO FULLY ENCLOSED	\$38,000.	67%	\$25,460.	33%	\$12,540.
FD-07	REPLACEMENT OF AIR COMPRESSOR	\$24,000.	85%	\$20,400.	15%	\$3,600.
FD-08	TRAINING COSTS (SEE SCHEDULE 6.4)	\$32,000.	0%	0	100%	\$32,000.
FD-09	REPLACEMENT OF LADDER TRUCK	\$350,000.	45%	\$157,500	55%	\$192,500.
	<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$812,000.</b>	<b>59%</b>	<b>\$479,410</b>	<b>41%</b>	<b>\$332,500.</b>

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**Town of Paradise**  
**Statement of Revenues, Expenditures, and Change in Fund Balances**  
**Drainage Facilities (Fund 2551)**  
**For Fiscal Year Ended June 30, 2020**

The Construction of flood control and storm drainage facilities is essential to the preservation of private property, public streets, curbs and other facilities. Drainage Facilities Impact fees are necessary and imposed on new development in order to build such facilities. The originally adopted Management Services Institute Development Impact Fee Report indicates that development will require the installation of additional storm drain lines and detention basins to handle increased runoff from developing areas. In January 2001 the schedule of development impact fees projects were updated and revised.

	<b>July 1, 2019 - June 30, 2020</b>
<b>Beginning Balance</b>	<b>737,667.58</b>
Revenues:	
Impact Fees Collected: *	9,936.50
Interest and Other Earnings:	12,947.14
<b>Total Revenues:</b>	<b>22,883.64</b>
Expenditures:	
<b>Total Expenditures:</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>760,551.22</b>

\* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 9.2

(Revised 1/24/00)

SCHEDULE 9.2 TOWN OF PARADISE STORM DRAINAGE FACILITIES				CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
PROJECT NO.	DESCRIPTION	ORIGINAL ESTIMATED COST*	CURRENT ESTIMATED COST**	% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
<b>STORM DRAINAGE IMPROVEMENTS</b>							
SD-01	WAGSTAFF BASIN	\$140,053	\$ 164,018	0.00		100.00	\$ 164,018
SD-02	VALLEY VIEW BASIN	101,056	119,050	0.00		100.00	119,050
SD-03	NORTH END OF HONEY RUN BASIN	484,052	567,584	0.00		100.00	567,584
SD-04	HONEY RUN 6 BASIN	306,302	358,715	0.00		100.00	358,715
SD-05	LOWER SKYWAY BASIN	227,106	266,061	0.00		100.00	266,061
SD-06	POE 1 BASIN	470,007	551,205	0.00		100.00	551,205
SD-07	POE 2 BASIN	148,392	173,784	0.00		100.00	173,784
SD-08	PEARSON 5 BASIN	381,077	446,988	0.00		100.00	446,988
SD-09	PEARSON 5A BASIN	66,535	77,921	0.00		100.00	77,921
SD-10	PEARSON 1 BASIN	2,693,200	3,154,048	42.73	\$1,347,724	57.27	1,806,323
SD-11	CLARK 1 BASIN	481,127	563,456	37.20	209,606	62.80	353,850
SD-12	CLARK 2 BASIN	664,193	777,846	43.74	340,230	56.26	437,616
SD-15	SAWMILL 1 BASIN	343,159	401,879	0.00		100.00	401,879
SD-16	SAWMILL 4 BASIN	83,000	97,202	0.00		100.00	97,202
SD-17	PENTZ 1 BASIN	1,079,737	1,264,496	0.00		100.00	1,264,496
SD-18	PENTZ 5 BASIN	204,000	238,907	0.00		100.00	238,907
SD-19	WEST BRANCH BASIN	251,502	294,632	0.00		100.00	294,632
SD-20	COUNTRY CLUB BASIN	53,000	62,070	0.00		100.00	62,070
SD-21	INDUSTRIAL PARK BASIN	44,083	52,563	0.00		100.00	52,563
<b>T O T A L</b>		<b>8,226,001</b>	<b>\$9,632,425</b>	<b>19.70</b>	<b>\$1,897,561</b>	<b>80.30</b>	<b>\$ 7,734,864</b>

\* ORIGINAL PROJECT COSTS MSI STUDY; OCTOBER 1991

\*\* CURRENT PROJECT COSTS, BASED UPON ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX



**Town of Paradise**  
**Council Agenda Summary**  
**Date: January 12, 2021**

**Agenda Item: 6(e)**

**ORIGINATED BY:** Katie Simmons, Disaster Recovery Director  
**REVIEWED BY:** Kevin Phillips, Town Manager  
**SUBJECT:** CDBG-DR MHP Funding Resolution  
**LONG TERM RECOVERY PLAN:** No

**COUNCIL ACTION REQUESTED:**

“

1. Consider Adopting Resolution No. 21-\_\_\_, “A Resolution of the Town Council of the Town of Paradise Approving an Allocation of Funding and the Execution of a Grant Agreement and Any Amendments thereto from the CDBG-DR Program”.

**Background:**

CDBG-DR funds for the 2018 disasters including the Camp Fire, 4407, will be released shortly; Multi-Family Housing funds will be allocated directly for the Town of Paradise in the projected amount of \$55 million.

The CDBG-DR Multi-Family Housing program implementation process begins with a due diligence form that is required to execute a master standard agreement (MSA) for the Town of Paradise’s allocation of DR-MHP funds, as detailed in the Department’s 2018 Action Plan. The due diligence form collects the Town’s authorizing resolution, pertinent budget and milestone information, as well as relevant local policies, and organization capacity and structure information.

**Analysis:**

The resolution presented with this summary must be used in content and form to obtain authorization from the Paradise Town Council for the grant agreement. DR-MHP anticipates opening the Due Diligence for submissions via the Department’s Grant Management System, Grants Network, on January 15, 2021.

**Financial Impact:**

No financial impact.



## Resolution of the Town Council for the Town of Paradise

### RESOLUTION NO. [REDACTED]

#### **A RESOLUTION APPROVING AN ALLOCATION OF FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE CDBG-DR PROGRAM**

BE IT RESOLVED by the **Town Council** of the Town of Paradise as follows:

#### **SECTION 1:**

The Town Council has reviewed the State of California's CDBG-DR Action Plan for 2018 disasters, which allocates funds to the Town and hereby approves the execution of a Master Standard Agreement ("Agreement") in the aggregate amount, not to exceed, \$55,000,000 ("Grant").

The Town Council agrees to perform the following activities, as further detailed in the Agreement, as a means to facilitate the development of multifamily housing (rehabilitation, reconstruction, or new construction), pursuant to the Disaster Recovery Multifamily Housing Program (DR-MHP) Policies and Procedures:

- Implement a project solicitation process to receive multifamily development project applications from Developers;
- Underwrite, select, and prioritize those projects in accordance with the DR-MHP Policies and Procedures;
- Submit those selected and prioritized project applications to the Department; and
- Oversee and monitor the construction and lease up of Department approved projects during the construction period through the affordability period.

#### **SECTION 2:**

The Town Council hereby authorizes and directs Kevin Phillips, the Town Manager, or designee, to enter into, execute and deliver the Agreement and any and all subsequent amendments thereto with the State of California for the purposes of the Grant.



**SECTION 3:**

Kevin Phillips, the Town Manager, or designee, is authorized to execute and deliver all project applications or any and all related documentation, as needed for the purpose of effectuating the terms of the Agreement; and to act on the Town's behalf in all matters pertaining to all such applications and documentation necessary to carry out the Agreement.

**SECTION 4:**

If an application is approved, Kevin Phillips, the Town Manager, or [designee][SW1], is authorized to enter into, execute and deliver the Notice(s) to Proceed, and any and all subsequent amendments thereto with the State of California for the purposes of the Grant.

**SECTION 5:**

If an application is approved, Kevin Phillips, the Town Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the Agreement for purposes of the Grant.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Paradise, California held on January 12, 2021 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Steve Crowder, Mayor

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Mark A Habib, Town Attorney



**STATE OF CALIFORNIA**  
Town of Paradise

I, Dina Volenski, Town Clerk of the Town of Paradise, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the Town Council of the Town of Paradise on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Town Clerk of the Town of Paradise  
Paradise, State of California

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