



Town of Paradise Town Council Meeting Agenda 6:00 PM – January 14, 2025

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

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

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

Meeting Procedures

- I. The Mayor is the Presiding Chair and is responsible for maintaining an orderly meeting. The Mayor calls the meeting to order and introduces each item on the agenda.
- II. The Town staff then provides a report to Council and answers questions from the Council.
- III. Citizens are encouraged to participate in the meeting process and are provided several opportunities to address Council. Any speaker addressing the Council is limited to three minutes per speaker - fifteen minutes per agenda item
 - A. If you wish to address the Council regarding a specific agenda item, please complete a “Request to Address Council” card and give it to the Town Clerk prior to the beginning of the meeting. This process is voluntary and allows for citizens to be called to the speaker podium in alphabetical order. Comments and questions from the public must be directed to the Presiding Chair and Town Council Members (please do not address staff.) Town staff is available to address citizen concerns Monday through Thursday at Town Hall between the hours of 8am and 5pm.
 - B. If you wish to address Council regarding an item not on the agenda, you may do so under Item 4, “Public Communication.” Again, please fill out a card and give it to the Town Clerk before the meeting. State Law prohibits Council action on items not listed on a public agenda.

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

1. OPENING

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

- 1e. Financial Update - Jim McCourt from Meeder Investments (**Introduction by Finance Director Aimee Beleu**)

- 1f. Presentation on grazing and prescribed burns by the Butte County Fire Safe Council and Town of Paradise Emergency Operations Coordinator Jim Broshears. (**Introduction by Recovery & Economic Development Director Colette Curtis**)

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

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

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

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

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. p18 Approve the minutes of the December 10, 2024 Regular Town Council meeting. (**Town Clerk/Melanie Elvis**)

- 2b. p26 Approve December 2024 Cash Disbursements in the amount of \$10,448,662.86. (**Finance Director/Aimee Beleu**)

- 2c. p35 1. Adopt Resolution No. 2025- _____, "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"; and, 2. Authorize staff to allocate the additional CDBG-DR Program funding as needed to the current Multifamily projects that have already been underwritten and conditionally approved by DR-MHP. (**Recovery & Economic Development Director/Colette Curtis**)

- 2d. p46 Adopt Resolution No. 2025-___, "A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006." (**Finance Director/Aimee Beleu**)

- 2e. p59 1. Consider concurring with staff's recommendation to allow Paradise Town Manager to approve amendments to the current Master Services Agreement with HDR so long as the amendment does not affect the overall budget that was originally approved and the overall intent of the Master

Services Agreement; and, 2. Adopt Resolution No. 2025-____ “ A Resolution of the Town Council of the Town of Paradise, Receding and Replacing Resolution No. 23-22, and Designating Authority to the Town Manager to Execute Individual Task Orders and Amendments Under The Resultant Master Agreement For RFQ 2023-001 On-Call Owner’s Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite and Facilitate the Paradise Sewer Project, Initial Design And Progressive Design Build Process.” (**Town Engineer/Marc Mattox**)

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS

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

Public Hearing Procedure:

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

5a. p65 Conduct a duly notice and published public hearing to solicit comments and/or suggestions regarding the CDBG 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan. (**Recovery & Economic Development Director/Colette Curtis**)

5b. p68 1. Hold a bid protest hearing related to the bid protest from J.W. Bamford, Inc.; and 2. Reject the bid protest by J.W. Bamford, Inc. for the HMGP Category 4 Hazard Tree Removal Program; or 3. Provide alternative direction to Staff. (ROLL CALL VOTE) (**Town Attorney/Scott E. Huber**)

5c. p97 1. Hold a bid protest hearing related to the bid protest from P31 Enterprises, Inc.; and 2. Reject the bid protest by P31 Enterprises, Inc. for the HMGP Category 4 Hazard Tree Removal Program; or 3. Provide alternative direction to Staff. (ROLL CALL VOTE) (**Town Attorney/Scott E. Huber**)

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. p200 Consider approving the attached Professional Services Agreement and authorize the Town Manager to execute the following contract with Warner Enterprises. (ROLL CALL VOTE) (**Recovery & Economic Development Director/Colette Curtis**)

6b. p276 1. Consider waiving the first reading of Town Ordinance No. _____ and read by title only; and, 2. Introduce Town Ordinance No. _____, “An Ordinance of the Town Council of the Town of Paradise Authorizing the Implementation of a Community Choice Aggregation Program in the Town of Paradise Under Public Utilities Code section 366.2.” (ROLL CALL VOTE) **(Recovery & Economic Development Director/Colette Curtis)**

6c. p281 Consider adopting Resolution No. 2025-____, “A resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2025 Off-System Road Rehabilitation Project and Authorizing Advertisement for Bids on the Project”. (ROLL CALL VOTE) **(Town Engineer/Marc Mattox)**

6d. p287 1. Consider waiving the entire first reading of Town Ordinance No. 6_____ and read by title only; and, 2. Introduce Town Ordinance No. _____, “An Ordinance of the Town Council of the Town of Paradise Amending Sections 8.58.010 - 8.58.60 of the Paradise Municipal Code related to Defensible Space/Hazardous Fuel Management and Fuel Break Requirements.” or, 3. Provide alternative directions to Town staff. (ROLL CALL VOTE) **(Community Development Director/Tony Lindsey)**

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items:

1. Discuss interest in forming a Liaison Committee between the Town of Paradise and Paradise Unified School District. (LANGE)

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

9. CLOSED SESSION - None

10. ADJOURNMENT

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



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 1(g)

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

COUNCIL ACTION REQUESTED:

1. None

Background:

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

Analysis:

ECONOMIC DEVELOPMENT

CDBG-DR Economic Development

- The Town of Paradise submitted an application for a Workforce Training Center, located on the Paradise High School campus.
- The project is a partnership between the Town of Paradise, Butte College, PUSD, Valley Contractors Workforce Foundation, and NoRETC.
- The Standard Agreement is being routed for signature.

Insurance

- The Town participated in a tour with the Insurance Commissioner and community members, followed by a visit with an Insurance Company and media.
- The Town expects significant changes and improvements in the availability and affordability of insurance in the coming year.

Healthcare

- The Town of Paradise and Adventist Health Feather River Foundation are working together to create a Strategic Healthcare Recovery Plan to assess current inventory, existing gaps, projections, and a strategic plan for filling the gaps.

- The Plan is expected to be ready by Spring 2025.

Biz Pro Academy

- In an effort to make the path to opening a business in Paradise easier, the Town is creating a training program for local volunteers to help potential business owners through the process as mentors.
- The program is under development, with a goal of holding the first training in Spring 2025.

RECOVERY

Overall Hazard Mitigation Project Update

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

Category 4 Tree Removal Program

- Project is fully funded and moving forward.
- Work has officially begun on completing the required property survey work in order to have properties ready for tree removal as soon as weather allows.
- Contracts are in place and executed for all necessary roles with the exception of the tree cutting contractor. The tree contractor contract approval is later in this January agenda.
- 376 properties are moving forward with tree removal. These properties represent over 90% of the total trees eligible for removal in the program from Phase 1 assessments.

Early Warning System

- All 21 Towers are standing and operational.
- 20 of the 21 Towers are now fully complete.
- The final tower is expected to be connected to power in the next month.
- Infrastructure for the in-home units is beginning and we expect the first units to arrive and be distributed this winter.
- We are working with contractors to turn over full control of the system to the TOP dispatch center.
- The operational guidelines were presented to Town Council and approved in November 2024.

Residential Ignition Resistant Retrofit Program

- Project is fully funded and moving forward.
- All necessary Archeological and Architectural survey contracts are in place and pre-construction survey work is beginning on properties moving forward with improvements
- We recently reached out to all property owners to confirm their intent to move forward with improvements and confirm eligibility. Approximately 80% have responded already and are moving forward to the next step.
- As of January 12, 2025, Town staff have met with 78 of the enrolled property owners to assist them in moving forward with the bid process and selecting contractors for work.

Hazardous Fuels Reduction Program

- Project is fully funded and moving forward.
- Town staff are working with involved monitoring tribes on a plan and timeline for implementation.

Defensible Space Code Enforcement

- The Defensible Space Code Enforcement project was fully approved and obligated in November 2023 by FEMA and CalOES.
- Town Staff are coordinating the process to implement this project in order to have the program operating for the Spring 2024 inspection season.
- Town Council approved implementation plan in January 2024.
- Grant funded staff have been hired and are in place and working in the community, this program has assisted in the Town reaching the record 95% compliance rate.

EMERGENCY MANAGEMENT

- The Town remains ready for any winter storm related EOC events.

Financial Impact:

None.



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 1(g)

ORIGINATED BY: Nadia Alekseev, Housing Program Technician
REVIEWED BY: James Goodwin, Town Manager
SUBJECT: Housing Recovery Update
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

None

Background:

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

Analysis:

We have 37.47% of our pre-disaster housing stock to-date (1,720 surviving units + 3,186 new CofOs to-date = 4,906 habitable dwellings / 13,091 housing units before the Camp Fire). Our total number of habitable dwellings does not include the number of mobile homes replaced in mobile home parks because those permits are issued by HCD instead of the Building Dept., but mobile homes are included in the total number of pre-fire housing units. A count of replaced mobile homes is under way which will add to the total number of habitable dwellings in Paradise.

Town of Paradise Owner-Occupied Rehabilitation/Reconstruction Program (\$16 million) -- This program helps homeowners rehabilitate or reconstruct their home. We have completed 62 homes, 7 are under construction, and 7 applications in process. HCD recently allowed the grantees to increase loan amounts under the CalHome OOR program to \$250,000 when reconstructing a residence. The Housing Dept. made a "last call" for applicants who need to rebuild their home because the expenditure deadline for funds is at the end of 2025. However, the Housing Dept will continue to review applications for as long as funding allows. OOR funds can also be paired with the Recovery & Economic Development Department's Residential Retrofit program. That program's grant is limited to 75% of each projects' cost, but Housing may be able to cover the homeowner's 25% if the applicant also meets the OOR eligibility requirements.

Town of Paradise First-Time Homebuyer Program (\$7 million) -- Helping to make homeownership more affordable. We have assisted 51 households to-date and have 15 applications in process.

CDBG-DR Multifamily Rental Housing Program (\$55 million) -- Affordable rental housing. Seven (7) projects are eligible for funding; a total of 292 units.

- **CHIP project-** scattered site (4 units) has leased up
- **Eaglepointe-** 5975 Maxwell Dr (43 units) is leasing up and still taking applications.
- **Mayer Commons-** 1561 Kay Ct (12 units) scheduled to be completed in April of 2025.
- **Northwind Senior-** 6983 Pentz Rd (21 units) scheduled to be completed in May of 2025.

- **Cypress Family-** 1633 Cypress Ln (70 units) scheduled to be completed in December of 2025.

The 2 remaining projects are Cypress Senior (70 units), and Clark Rd. (72 units); currently working on securing additional funding and will be applying for tax credits in early 2025.

CDBG (2024 Annual Allocation=\$52,474; unspent funds=\$90,410.48) – CDBG entitlement grants are on a 5-year plan cycle called the Consolidated Plan, and this year is the 5th year in the current plan. Today is the first public hearing and start of the public comment period for comments/suggestions on funding priorities for the 2025-2029 5-year cycle. A survey will be made available to the public to collect community input on how the funds should be spent.

HOME Infill New Construction (\$700,000) -- Create affordable housing for first-time homebuyers. Grant has been awarded but still waiting for Standard Agreement from HCD.

Permanent Local Housing Allocation (PLHA) (\$399,166) – Allocates matching funds to North Valley Housing Trust to administer for affordable housing projects. A predevelopment loan of \$400,000 has been made for a multi-family project (\$200,000 of PLHA funds) and another \$75,000 of PLHA funds was loaned to build a small, single-family home. That home was just finished and sold to a low-income first-time homebuyer and Camp Fire survivor. The funds spent to construct the house were repaid to the Trust through the buyer's purchase, meaning the Trust can now build another small, single-family home to sell to a different buyer.

Financial Impact:

None.



**TOWN OF PARADISE
Council Agenda Summary
Date: January 14, 2025**

Agenda No. 1

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

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Camp Fire Recovery Updates - Infrastructure

COUNCIL ACTION REQUESTED:

- 1. None, written monthly update only.

Background:

This report continues the Monthly Disaster Recovery Updates provided to keep the Town Council apprised of important developments related to the recovery of the Town of Paradise from the Camp Fire.

Analysis:

Road Rehabilitation

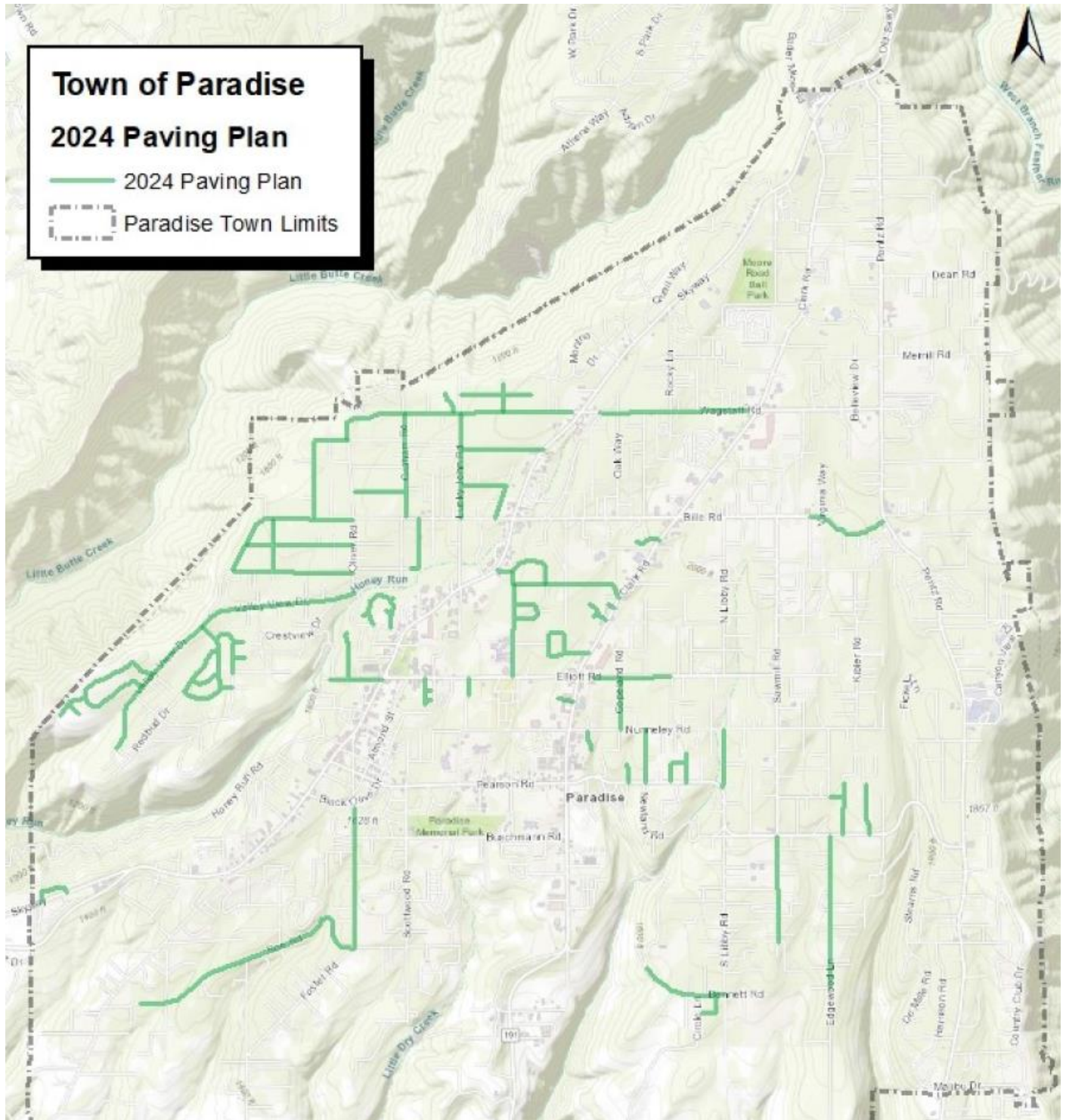
The Town of Paradise is endeavoring to pave every public road mile by the end of 2026. These projects are funded through Camp Fire Recovery Projects and are sequenced behind undergrounding of utilities and water service later replacements.

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

	August 2024	January 2025
Completed	25.3 miles	40.7 miles
Awarded/In-Progress	21.3 miles	5.9 miles
Planned 2025/2026	50.3 miles	49.6 miles
Total	96.2 miles	96.2 miles

In August 2024, Knife River Construction began work along various roadways in Town, map shown on next page. Recent work includes heavy road rehabilitation involving pulverizing and paving new roadway surfaces. Ongoing work includes raising utility valves to grade and final striping.

Select roadways under the current contract will have work commence in spring 2025 due to planned utility clearance efforts.



Paradise Sewer Project

On December 10, 2024, Paradise Town Council heard an informational update on the Paradise Sewer Project. Staff provided a presentation which indicated that the project as previously envisioned for a regional connection to the City of Chico’s Water Pollution Control Plant was likely financially infeasible. Further information was provided on the project’s future importance and an overview of potential options to reduce costs by constructing a local wastewater treatment plant as well as a phased approach to the overall Sewer Service Area.

A Special Town Council meeting has been scheduled for January 21, 2025 at 2pm. This meeting will include a review of the Project’s Basis of Design Report as well as seek direction from Council on pathways forward to a local wastewater treatment plant version of the project.

Capital Project Updates

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

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

Project ID	Project Title	Project Phase	Anticipated Construction Completion Year
7301	On-System Culvert Replacement	Complete	-
7302	On-System Hardscape Replacement	Complete	-
7303	On-System Road Rehabilitation	Construction	2026
7304	On-System Sign Replacement	Complete	-
7307	Neal Road Rehabilitation	Design	2028
8404	Camp Fire Hydrant Repairs	Design	2025
8407	Off-System Road Rehabilitation	Construction	2026
8408	Off-System Culvert Repair	Complete	-
9389	Pentz Pathway Project Phase II	Design	2028
9390	Paradise ATP Gateway Project (Neal Road Class I)	Environmental	2028
9391	Oliver Curve Pathway Phase I	Design	2028
9394	Paradise Sewer Project	Design	2031
9421	Forest Service Road Improvements	Environmental	2027
9422	Foster/Black Olive Intersection Improvements	Environmental	2027
9423	Elliott/Nunneley Road Extension	Environmental	2027

9424	Skyway Link ATP (Bille to Wagstaff)	Environmental	2027
9425	Upper Skyway Widening (Bille to Wagstaff)	Environmental	2027
9426	Skyway/Pentz Intersection Improvements	Environmental	2028
9427	Pentz Road Widening	Environmental	2028
9428	Roe Road Phase 1 (Pentz to S. Libby)	Environmental	2028
9430	Pearson-Hilltop Guard Rail	Design	2025
9433	Animal Shelter Expansion	Construction	2025
9434	Roe Road Phase 2 (S. Libby to Clark)	Environmental	2028

Funding Pursuits

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

Program	Project Title	Amount Requested	Anticipated Award Notification	Notes
RAISE 2025	Roe Road Extension Phase 2 Project	\$25M	June 2025	Project qualifies for reserved funding in 2025 as a "Project of Merit" in 2024. Streamlined re-application process. Application due in early 2025.
Federal CDBG-DR MIT RIP	Evacuation Route Changeable Message Sign Project	\$5.4M	Summer 2024	Project has been formally awarded. Town waiting on HCD Agreements to advance to project kickoff.
Federal CDBG-DR MIT RIP	Storm Drain Resiliency Project	\$3.9M	Summer 2024	Project has been formally awarded. Town waiting on HCD Agreements to advance to project kickoff.
Federal CDBG-DR MIT RIP	Private Road Identification Safety Project	\$960,000	Summer 2024	Project has been formally awarded. Town waiting on HCD Agreements to advance to project kickoff.



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 1(g)

ORIGINATED BY: Tony Lindsey, Community Development Director,
 Building & Code Enforcement
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Camp Fire Recovery Updates – Code Enforcement
LONG-TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Code Enforcement Update

Background:

The Code Enforcement Division is committed to fostering a safe and appealing living and working environment. Our mission is to uphold and enhance our community's overall quality through the fair and impartial implementation of an enforcement program to rectify violations of municipal codes and land use regulations. In collaboration with residents, neighborhood associations, public service agencies, and other Town departments, we strive to:

- Promote voluntary compliance with Town codes.
- Identify and address violations promptly and fairly.
- Foster collaboration efforts to address community concerns.
- Actively engage with the community in navigating the code enforcement process.

Analysis:

Under the original Urgency Ordinance, 206 RV Temporary Use Permits (TUPs) were issued. However, only 56 are currently occupied (Exhibit A).

	December	November
Parcels permitted to occupy an RV	56	56
Accessory structures	13	13

RV Code Enforcement activity. Parcels with RV violations. (Exhibit B):

	December	November
Occupied/Unoccupied RVs	27	31
Occupied RVs with TUP Violations	1	2
Compliance gained/RV cases closed	7	12

The Community Enhancement Outreach Team, comprised of Disaster Case Managers, Fire Prevention, Housing, Police Department, and Code Enforcement personnel, visited permitted and unpermitted RV sites. Throughout these visits, the team engaged with community members to address unmet needs and provided information about available assistance programs.

	December	November
Sites Visited	6	5
Community members contacted	7	4
Tenants	0	0
Owner-occupied	6	5
Supplied contact information	0	3
Do not qualify/refused	0	0

Fire Prevention is crucial to our community's safety and supports our continued economic growth. It focuses on three primary goals: Education, Engineering, and Enforcement. Our defensible space and hazardous fuel management ordinance requires property owners to uphold fire-safe conditions regardless of residency. The dedicated Fire Prevention team conducts weed abatement inspections on 11,195 parcels throughout our community to ensure compliance and reduce fire hazards.

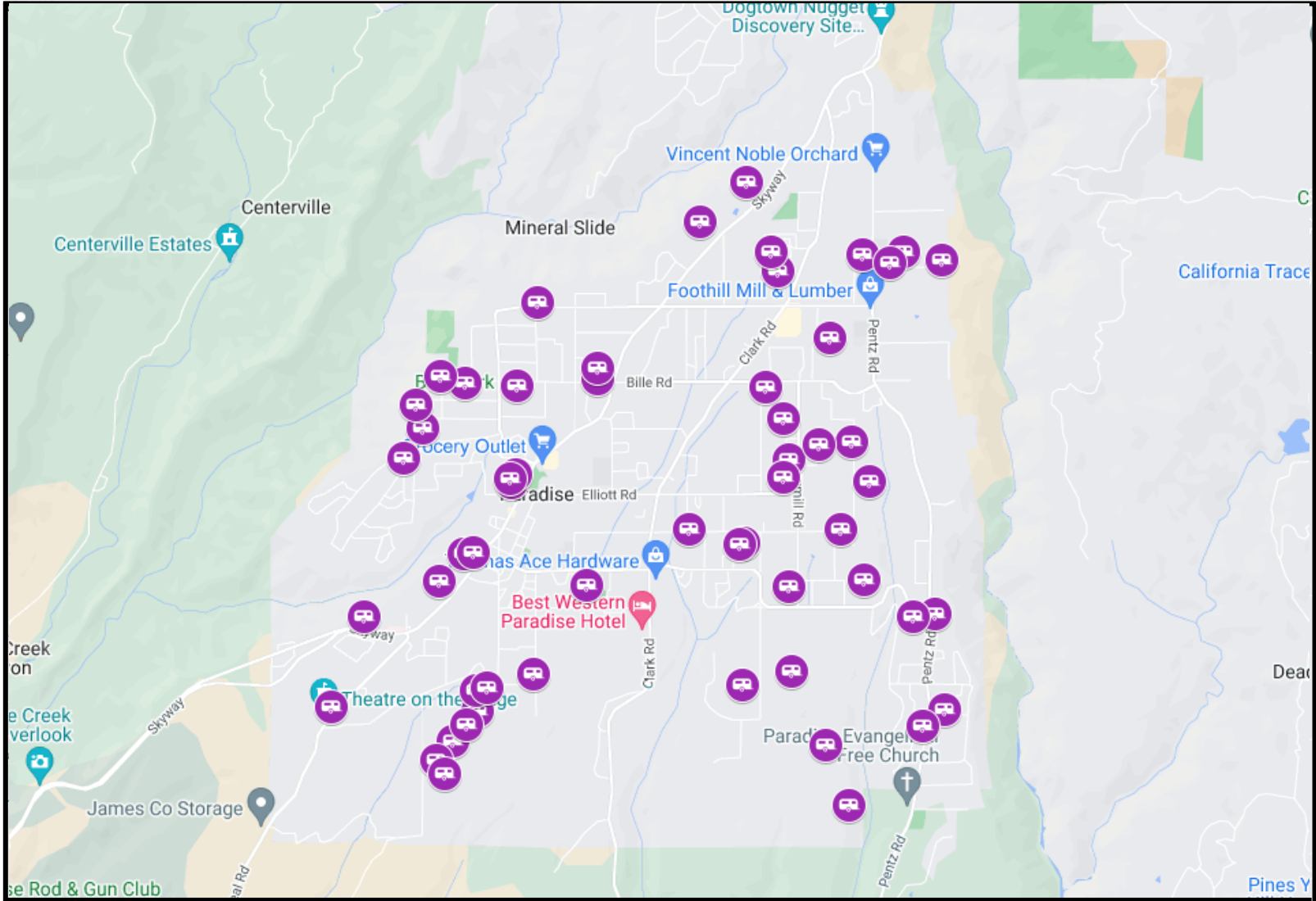
Escrow defensible space inspections	December	November
• Clearance requests received	78	58
• Certificates issued	67	54
• Land Surveyor's Certifications	13	9
• First inspection compliance rate	86%	83%
Weed abatement inspections		
• Compliant parcels	10,757 – 96%	10,684 – 95%
• Active Code cases	377	451
• Commercial parcels	16	19
• Residential parcels	361	432

In October, 396 properties were identified as priority properties due to overgrown vegetation that posed a public nuisance. Since then, 216 properties have achieved compliance, reducing the total needing abatement operations to 180, with 87 being tax delinquent. Risk Management has approved twelve weed abatement contractors, and abatement work commenced in the first week of December. So far, 63 properties have been addressed with 29 tax default statuses.

Other Code Enforcement Items:

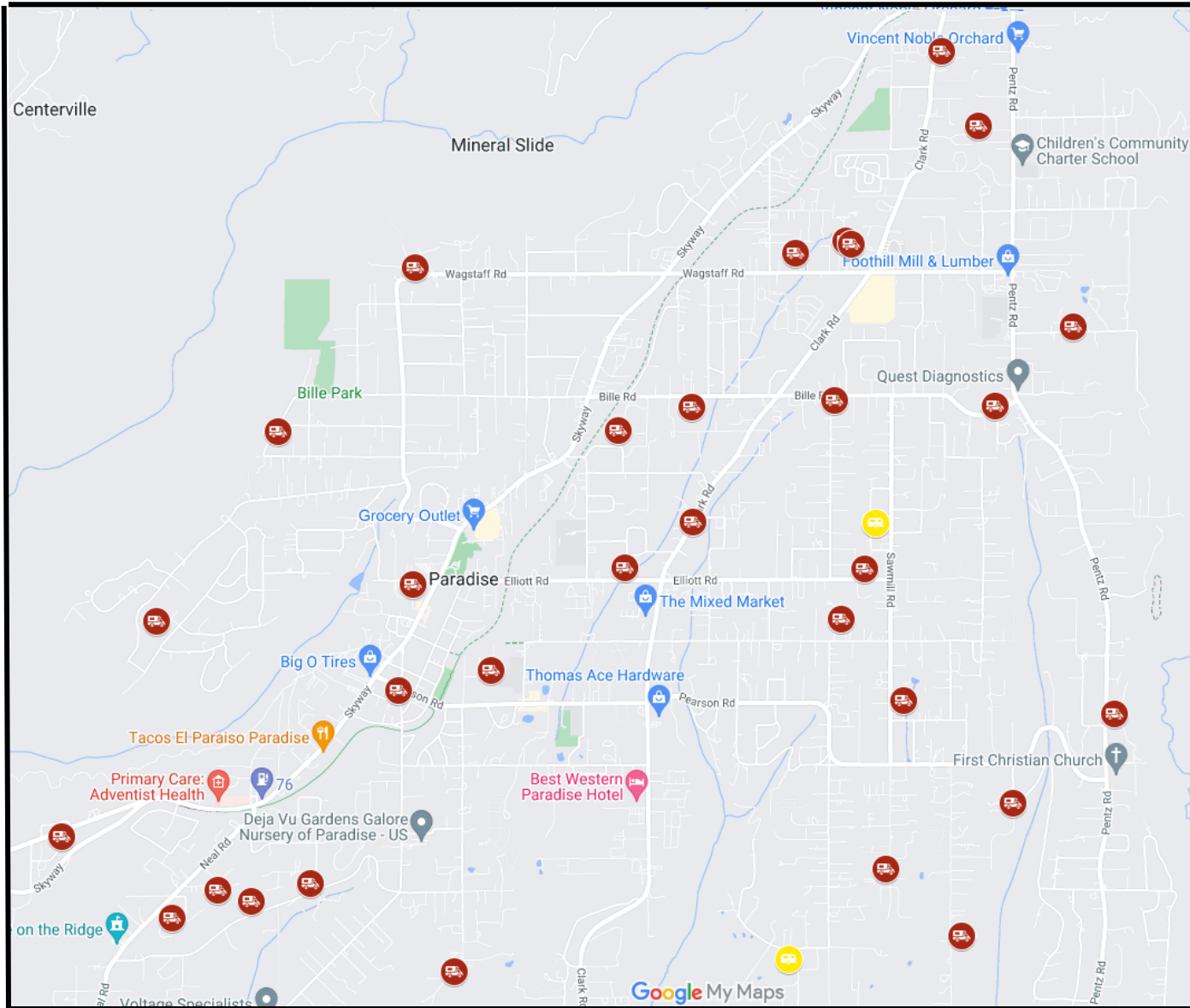
Abandoned Vehicle Authority	December	November
• Vehicle Tows	2	1

Additionally, Code Enforcement received complaints covering various issues, including waste and refuse problems, zoning violations, construction without the required permits, fire hazards, concerns about vehicles, unauthorized dwellings, cannabis, and the absence of garbage service.



RV TUP Extended 56

TUP Violations 1/2/25



Violations w/ TUP 1



RV no TUP 27



TOWN COUNCIL Meeting Minutes

6:00 PM – December 10, 2024

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Lassonde 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 Tryon.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve “Woody” Culleton, Steve Crowder, Rose Tryon and Ronald Lassonde, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Jim Goodwin, Town Attorney Scott E. Huber, Town Clerk/Elections Official Melanie Elvis, Community Development Director Tony Lindsey, Public Works Director/Town Engineer Marc Mattox, Recovery and Economic Development Director Colette Curtis, Housing Technician Sarah Richter, Senior Accountant Aaron Marquez, Project Manager Brian Solecki, Police Chief Eric Reinbold, Fire Chief Patrick Purvis, and Information Systems Director Luis Marquez.

- 1a. **MOTION by Bolin, seconded by Tryon**, approved Minutes from the November 12, 2024 Special and Regular Town Council Meetings. Roll call vote was unanimous.
- 1b. Mayor Lassonde presented The Year in Review. (180-30-027)
- 1c. Mayor Lassonde presented a proclamation recognizing Council Member Rose Tryon’s service to the Town of Paradise. Teri DuBose from Congressman LaMalfa’s office, Braden Pisani a representative from Assemblymember Gallagher and Brian Dahle’s offices, and Tasha Weaver from Megan Dahle’s office also presented Council Member Tryon with recognition plaques acknowledging her service to the Town of Paradise.
- 1d. Police Chief Eric Reinbold presented citizen recognitions to Garrick Kind and Robert Mack for assisting Law Enforcement in a time of need. Chief Reinbold also presented Officer Diaz with a life-saving award for saving a citizen’s life in the field.
- 1e. **MOTION by Crowder, seconded by Tryon**, adopted Resolution No. 2024-77 “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 5, 2024 Declaring the Result and Such Other Matters as Provided by Law.” Roll call vote was unanimous.

- 1f. Town Clerk/Elections Official Melanie Elvis presented Certificates of Election and administered Oaths of Office to newly elected Council Members Greg Bolin, Steve "Woody" Culleton, and Heidi Lange.
- 1g. Mayor Lassonde recessed the meeting for a 10-minute break at 6:35 p.m.
- 1h. Town Clerk Melanie Elvis reconvened the Council meeting at 6:45 p.m. and took roll call to include the newly seated Council Members. Greg Bolin, Steve "Woody" Culleton, Steve Crowder, Heidi Lange, and Ronald Lassonde were all present.
- 1i. Town Clerk Elvis, as temporary Chair, opened the nominations for the selection of Mayor for a one-year term beginning December 10, 2024 through December 9, 2025.

Council Member Culleton nominated Steve Crowder.

Council Member Bolin nominated Ronald Lassonde.

MOTION by Culleton, seconded by Bolin, closed the nominations for the position of Mayor. All Council concurred. Roll call vote to elect Steve Crowder as Mayor was unanimous. (180-35-022)

- 1j. Town Clerk Elvis turned the meeting over to Mayor Crowder who opened nominations for the position of Vice Mayor for a one-year term beginning December 10, 2024 and ending the first regular meeting in December 2025.

Council Member Crowder nominated Steve "Woody" Culleton.

MOTION by Culleton, seconded by Lassonde, closed the nominations for the position of Vice Mayor. All Council concurred. Roll call vote to elect Steve "Woody" Culleton as Vice Mayor was unanimous. (180-35-022)

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

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

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

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

2. CONSENT CALENDAR

MOTION by Bolin, seconded by Culleton, approved consent calendar items 2a, and 2c through 2g with item 2b being removed from the consent calendar. Roll call vote was unanimous.

- 2a. Approved November 2024 Cash Disbursements in the amount of \$3,354,251.18.
- 2b. ITEM WAS REMOVED FROM THE CONSENT CALENDAR BY VICE MAYOR CULLETON.
- 2c. Adopted Resolution No. 2024-79, "A Resolution of the Town Council of the Town of Paradise awarding Contract 9436.CON for the Fleet Shop Renovation Project to Synergy Builders of Oroville, CA in the Amount of their Bid \$348,288.21 and Authorize the Town Manager or their Designee to Issue Contract Amendments up to 10% of the Bid Amount."
- 2d. 1. Waived the entire reading of Town Urgency Ordinance No. 640 and read by title only; and 2. Adopted Town of Paradise Urgency Ordinance No. 640, "An Urgency Ordinance Of The Town Council Of The Town Of Paradise Extending Urgency Ordinance 639 Amending Portions Of Chapter 2.45 Of The Paradise Municipal Code Relating To The Town's Purchasing System".
- 2e. Approved Town of Paradise – 140 Investment Policy.
- 2f. 1. Concurred with staff's recommendation to accept 20 of 21 Early Warning Sirens as complete; and, 2. Concurred with staff's recommendation to extend the HQE Systems contract for construction of the Early Warning Sirens to June 20, 2025; and, 3. Approved the Fourth Amendment to the HQE Systems contract authorized the Town Manager to execute the contract extension.
- 2g. Authorized the Town Manager to execute an agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for acceptance of the USDA 2024 Volunteer Fire Capacity Grant award to purchase new structural and wildland personal protective equipment (PPE) and 2. Adopted Resolution No. 2024-78, "A Resolution of the Town Council of the Town of Paradise Approving the Department of Forestry and Fire Protection (CAL FIRE) Agreement #7GF24075 Accepting a Grant Award Under the Volunteer Fire Capacity (VFC) Program of the Cooperative Fire Assistance Act of 1978 in the Amount of \$10,000."

3. ITEMS REMOVED FROM CONSENT CALENDAR

- 2b. Adopt Resolution No. 2024-___ "A Resolution of the Town Council of the Town of Paradise Rescinding Resolution No. 14-37 and Adopting the Revised Council Member Handbook."

Vice Mayor Culleton pulled item 2b from the consent calendar.

MOTION by Lassonde, seconded by Culleton, tabled Item 2b to a future Town Council meeting and provided direction to staff to include a red-lined

version of the proposed handbook with the staff report. Roll call vote was unanimous.

4. PUBLIC COMMUNICATION

1. Chris Rehmann spoke on behalf of the Paradise Irrigation District's Board and said the Board would like to discuss ways to partner with and support the Town's Paradise Sewer Project.
2. Carrie Max shared that she recently broke ground on a new house with Recover California.
3. Brian Happ spoke in favor of the Town's weed abatement program but implored the Town to consider the people and the hardships on landowners.
4. Jaime Happ spoke in favor of the Town's weed abatement program but asked the Council to remember there are people behind the rules.

5. PUBLIC HEARINGS

- 5a. Housing Technician Sarah Richter presented proposed changes to the CDBG 2019-2020 Annual Plan which would reallocate \$200,000 from an emergency rental assistance activity to Public Services to prepare, prevent, and respond to COVID, including, supporting Paradise Recreation and Park District's Neighbor 2 Neighbor Program and Chico Meals on Wheels.

Mayor Crowder opened the public hearing at 7:04 p.m.

Mayor Crowder closed the public hearing at 7:04 p.m.

MOTION by Bolin, seconded by Lassonde, approved the proposed Substantial Amendment to the CDBG 2019-2020 Annual Plan to allocate \$200,000 from emergency rental assistance activity to Public Services to prepare, prevent and respond to COVID. AYES: Greg Bolin, Heidi Lange, Ronald Lassonde, and Steve Crowder, Mayor; NOES: Steve "Woody" Culleton; ABSENT: None; ABSTAIN: None

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) (120-10-010)

Council Member Bolin rescued himself from the dais due to a potential conflict of interest at 7:20 p.m.

- 6b. Town Engineer Marc Mattox presented an informational update on the Paradise Sewer Project summarizing recent developments in funding pursuits and construction cost estimates.
1. School Board Member Bill Sharrett said it cost the School District more money to rebuild because the Town doesn't have a sewer and asked about the Paradise Sewer Regionalization Project Advisory Committee.
 2. Jared Kramer shared that the sewer project is integral to his business's growth and asked about additional parking in the downtown area.
 3. Jon Remalia thought Council should wait to see what the Federal Government was planning to fund before deciding on a reduced project and said the Town couldn't afford to keep throwing money after it.

Individual Council members offered their thoughts on how to proceed, including bringing back options for reallocating funds to the project; more options for a reduced sewer service area that would include not only Skyway and the downtown, but Clark Road; and to plan a community engagement meeting for the reduced scope and scale.

- 6c. Consider approving the attached Professional Services Agreements and authorize the Town Manager to execute the following contract with Warner Enterprises.

ITEM WAS PULLED FROM THE AGENDA DUE TO POTENTIAL PROTESTS FROM UN-SUCCESSFUL BIDDERS.

7. COUNCIL INITIATED ITEMS AND REPORTS

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

Council Member Lange attended an event for Assemblyman Gallagher's swear-in.

Council Member Bolin attended the monthly LAFCo meeting; a Habitat for Humanity ribbon cutting; and Paradise Police Officer swear-in.

Council Member Lassonde attended a meeting with Insurance Commissioner Lara; a Verizon ribbon cutting; the Healthcare Committee meeting; attended a meeting with the Butte County Disaster Council and a Habitat for Humanity ribbon cutting.

Vice Mayor Culleton attended the meeting with Insurance Commissioner Lara and a meeting with the Continuum of Care Committee.

Mayor Crowder provided an updat on HR5863, the tax bill for fire victims and shared that it passed in both the House and the Senate and is on the President's desk. Mayor Crowder also attended the Healthcare Committee meeting; participated in several news interviews; sat on the interview panel for Police Lieutenant; and attended the Butte County Fire Safe Council Annual Summit as well as the Paradise Police Officer swear-in.

7c. Future Agenda Items:

- 1. Creation of a TOP/PUSD Liaison Committee (Lange)
- 2. Repurpose the Paradise Sewer Regionalization Advisory Committee (Crowder)

8. STAFF COMMUNICATION

8a. Town Manager Jim Goodwin reported that he participated in the meeting with Insurance Commissioner Lara; attended the Paradise Police Officer swear-in; attended the Healthcare Committee meeting as well as a workshop for the Paradise Sewer Project.

9. CLOSED SESSION – None

10. ADJOURNMENT

Mayor Crowder adjourned the meeting at 8:30 p.m.

Date approved:

By:

Attest:

Steve Crowder, Mayor

Melanie Elvis, Town Clerk



**2025 TOWN COUNCIL
REPRESENTATION**

**BUTTE COUNTY
COMMITTEES/COMMISSIONS**

BUTTE COUNTY		Bolin	Crowder	Culleton	Lassonde	Lange
1.	Air Quality Management District		A		R	
2.	Association of Governments		A		R	
3.	City Selection Committee (Mayor)		R			
4.	Disaster Council (Mayor)		R			
5.	Local Area Formation Commission (LAFCo) (Bolin was appointed through 5/2027 – Appointed by City Selection Committee)	R				
6.	Mosquito and Vector Control Board (Schuster was appointed through 1/2027 – Rep to serve a 4-year term)			Melissa Schuster		
7.	Waste Mgt Local Task Force	R		R		
8.	City/County Ad Hoc Committee			R		
9.	Tourism Business Improvement District (TBID)			Colette Curtis	R	
10.	Continuum of Care			A		R
11.	Butte County Fire Safe Council			R		A

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Bolin	Crowder	Culleton	Lassonde	Lange
1.	Paradise Community Village	R				
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			
8.	Paradise Sewer Regionalization Project Advisory Committee		R			R
9.	Legislative Ad Hoc Committee		R	R		

	(Mayor & Vice Mayor)					
10.	Healthcare Ad Hoc Committee		R		R	A

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
December 1, 2024 - December 31, 2024



CASH DISBURSEMENTS REPORT
December 1, 2024 - December 31, 2024

Check Date	Pay Period End	Description	Amount	Total
12/6/2024	12/1/2024	Net Payroll - Direct Deposits and Checks	\$ 254,685.62	
12/5/2024	12/5/2024	Net Payroll - Direct Deposits and Checks	\$ 1,816.13	
12/20/2024	12/15/2024	Net Payroll - Direct Deposits and Checks	<u>\$ 263,364.36</u>	
				\$ 519,866.11
 Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	443,054.56	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$9,485,742.19</u>	
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>9,928,796.75</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 10,448,662.86</u></u>

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

APPROVED BY: _____
 Jim Goodwin - Town Manager

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP TCB - General Checking									
<u>Check</u>									
87979	12/09/2024	Open			Accounts Payable	Adams Ashby Group, Inc.	\$21,916.65		
87980	12/09/2024	Open			Accounts Payable	Adams Ashby Group, Inc.	\$6,090.25		
87981	12/09/2024	Open			Accounts Payable	Adams Ashby Group, Inc.	\$10,456.75		
87982	12/09/2024	Open			Accounts Payable	Adams Ashby Group, Inc.	\$18,053.35		
87983	12/09/2024	Open			Accounts Payable	ALHAMBRA	\$266.93		
87984	12/09/2024	Open			Accounts Payable	Alta Language Services, Inc.	\$116.00		
87985	12/09/2024	Open			Accounts Payable	Amazon Capital Services	\$466.46		
87986	12/09/2024	Open			Accounts Payable	APPLIED TESTING CONSULTANTS	\$879.00		
87987	12/09/2024	Open			Accounts Payable	AT&T	\$89.46		
87988	12/09/2024	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$102.91		
87989	12/09/2024	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$197.05		
87990	12/09/2024	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$29.09		
87991	12/09/2024	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$29.46		
87992	12/09/2024	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,057.74		
87993	12/09/2024	Open			Accounts Payable	Big O Tires	\$50.00		
87994	12/09/2024	Open			Accounts Payable	Biometrics4ALL, Inc	\$7.50		
87995	12/09/2024	Open			Accounts Payable	Bureau Veritas North America, Inc	\$19,800.00		
87996	12/09/2024	Open			Accounts Payable	BUTTE CO RECORDER	\$188.00		
87997	12/09/2024	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$122.35		
87998	12/09/2024	Open			Accounts Payable	CHUCK PATTERSON TOYOTA	\$204.05		
87999	12/09/2024	Open			Accounts Payable	Cole Huber LLP	\$66,778.62		
88025	12/09/2024	Open			Accounts Payable	Consultants Plus	\$848.30		
88026	12/09/2024	Open			Accounts Payable	CONTINENTAL BATTERY COMPANY	\$236.65		
88027	12/09/2024	Open			Accounts Payable	Corning Ford Inc.	\$57,853.80		
88028	12/09/2024	Open			Accounts Payable	Creative Imaging Center , Dean, Gurr	\$1,412.66		
88029	12/09/2024	Open			Accounts Payable	Curtis, Ryan	\$437.00		
88030	12/09/2024	Open			Accounts Payable	Dokken Engineering, Inc.	\$71,575.18		
88031	12/09/2024	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$174.38		
88032	12/09/2024	Open			Accounts Payable	Elam IT, Jon, Elam	\$10,027.76		
88033	12/09/2024	Open			Accounts Payable	Explore Butte County	\$1,607.28		
88034	12/09/2024	Open			Accounts Payable	GOVERNOR'S OFFICE OF EMERGENCY SERVICES	\$1,065.00		
88035	12/09/2024	Open			Accounts Payable	GovWell Technologies Inc.	\$115,000.00		
88036	12/09/2024	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$145.47		
88037	12/09/2024	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,296.00		
88038	12/09/2024	Open			Accounts Payable	Gregory Cundiff	\$350.00		
88039	12/09/2024	Open			Accounts Payable	Gustavo Diaz	\$437.00		
88046	12/09/2024	Open			Accounts Payable	HARTMAN, SUSAN	\$322.00		
88047	12/09/2024	Open			Accounts Payable	Hat Creek Construction & Materials, Inc.	\$568,110.44		
88048	12/09/2024	Open			Accounts Payable	Hawkins Delafield & Wood LLP	\$4,187.50		
88049	12/09/2024	Open			Accounts Payable	HDR Engineering, Inc	\$162,168.35		
88050	12/09/2024	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$3,847.00		
88051	12/09/2024	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$7,326.49		

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88052	12/09/2024	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$254.78		
88053	12/09/2024	Open			Accounts Payable	James or Lavenia Riotto	\$200.00		
88054	12/09/2024	Open			Accounts Payable	Joseph McNally	\$39.10		
88055	12/09/2024	Open			Accounts Payable	Kevin Sharrah Designs	\$852.64		
88056	12/09/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$402.46		
88057	12/09/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,399,814.43		
88058	12/09/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$1,864,424.52		
88059	12/09/2024	Open			Accounts Payable	L.N. CURTIS & SONS	\$181.73		
88060	12/09/2024	Open			Accounts Payable	LIFE ASSIST INC	\$658.19		
88061	12/09/2024	Open			Accounts Payable	Mark Thomas & Company Inc	\$47,890.71		
88062	12/09/2024	Open			Accounts Payable	Mendes Supply Company	\$398.19		
88063	12/09/2024	Open			Accounts Payable	Mercy Housing California 113, L.P.	\$1,387,913.84		
88064	12/09/2024	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,050.00		
88065	12/09/2024	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
88066	12/09/2024	Open			Accounts Payable	MIKE GOGGIA TREE SERVICE	\$2,600.00		
88067	12/09/2024	Open			Accounts Payable	MODERN BUILDING INC.	\$430,384.85		
88068	12/09/2024	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
88069	12/09/2024	Open			Accounts Payable	Murphys Construction	\$15,500.00		
88070	12/09/2024	Open			Accounts Payable	North State Tire Co. Inc.	\$4,751.86		
88071	12/09/2024	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$8,422.49		
88072	12/09/2024	Open			Accounts Payable	NV5, Inc.	\$44,758.43		
88073	12/09/2024	Open			Accounts Payable	NV5, Inc.	\$32,489.75		
88074	12/09/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$279.46		
88075	12/09/2024	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$341.57		
88076	12/09/2024	Open			Accounts Payable	OROVILLE FORD	\$140.37		
88077	12/09/2024	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$17,234.96		
88078	12/09/2024	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$4,265.80		
88079	12/09/2024	Open			Accounts Payable	PARADISE POST	\$190.33		
88080	12/09/2024	Open			Accounts Payable	Paradise Senior Associates, Limited Partnership	\$1,424,868.34		
88081	12/09/2024	Open			Accounts Payable	Payton Haury	\$437.00		
88082	12/09/2024	Open			Accounts Payable	PERKINS MOBILE AUTO GLASS	\$1,080.00		
88083	12/09/2024	Open			Accounts Payable	Psomas	\$269,761.24		
88084	12/09/2024	Open			Accounts Payable	Safe Restraints, Inc.	\$1,759.18		
88085	12/09/2024	Open			Accounts Payable	Sierra West Consulting Group Inc.	\$13,500.00		
88086	12/09/2024	Open			Accounts Payable	SMS Assist LLC	\$104.22		
88087	12/09/2024	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$659.37		
88088	12/09/2024	Open			Accounts Payable	Spherion Staffing	\$2,650.80		
88089	12/09/2024	Open			Accounts Payable	T MOBILE USA, INC.	\$1,830.73		
88090	12/09/2024	Open			Accounts Payable	Tahoe Pure Water Co.	\$84.60		
88091	12/09/2024	Open			Accounts Payable	THOMAS ACE HARDWARE	\$330.88		
88092	12/09/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$27.13		
88093	12/09/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$1.40		
88094	12/09/2024	Open			Accounts Payable	Top Notch Commercial Cleaning Inc.	\$7,800.00		
88095	12/09/2024	Open			Accounts Payable	Tri Flame Propane	\$236.27		
88096	12/09/2024	Open			Accounts Payable	Utility Associates, Inc.	\$33.00		
88097	12/09/2024	Open			Accounts Payable	WILSON PRINTING	\$135.31		
88098	12/09/2024	Open			Accounts Payable	Wood Rodgers, Inc.	\$4,640.66		

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88099	12/10/2024	Open			Accounts Payable	Amazon Capital Services	\$593.43		
88100	12/23/2024	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$147.34		
88101	12/23/2024	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$1.23		
88102	12/23/2024	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$746.05		
88103	12/23/2024	Open			Accounts Payable	ALHAMBRA	\$8.54		
88104	12/23/2024	Open			Accounts Payable	Amazon Capital Services	\$155.50		
88105	12/23/2024	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$900.03		
88106	12/23/2024	Open			Accounts Payable	AT&T MOBILITY	\$65.62		
88107	12/23/2024	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,483.33		
88108	12/23/2024	Open			Accounts Payable	Bear Electrical Systems, Inc	\$6,195.00		
88109	12/23/2024	Open			Accounts Payable	Bug Smart	\$83.00		
88110	12/23/2024	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$435.00		
88111	12/23/2024	Open			Accounts Payable	Caltronics Business Systems/J.J. R Ent Inc	\$1,598.57		
88112	12/23/2024	Open			Accounts Payable	Coastland	\$1,302.19		
88113	12/23/2024	Open			Accounts Payable	Cole Huber LLP	\$26,059.73		
88114	12/23/2024	Open			Accounts Payable	COMCAST CABLE	\$424.63		
88115	12/23/2024	Open			Accounts Payable	COMCAST CABLE	\$166.63		
88116	12/23/2024	Open			Accounts Payable	COMCAST CABLE	\$429.63		
88117	12/23/2024	Open			Accounts Payable	COMCAST CABLE	\$409.63		
88118	12/23/2024	Open			Accounts Payable	COPWARE, INC.	\$705.00		
88119	12/23/2024	Open			Accounts Payable	Crossfire Tree & Vegetation Services	\$24,720.00		
88120	12/23/2024	Open			Accounts Payable	Culligan of Chico	\$140.08		
88121	12/23/2024	Open			Accounts Payable	De Lage Landen Public Finance LLC	\$781.25		
88122	12/23/2024	Open			Accounts Payable	Eidhammer, Trenton	\$437.00		
88123	12/23/2024	Open			Accounts Payable	Elvis, Melanie	\$916.08		
88124	12/23/2024	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$496.51		
88125	12/23/2024	Open			Accounts Payable	Entersect	\$219.90		
88126	12/23/2024	Open			Accounts Payable	EXECUTIVE HOMES	\$4,700.00		
88127	12/23/2024	Open			Accounts Payable	EXECUTIVE HOMES	\$160,000.00		
88128	12/23/2024	Open			Accounts Payable	FIDELITY NATIONAL TITLE COMPANY - CHICO	\$100,000.00		
88129	12/23/2024	Open			Accounts Payable	Free Style Embroidery	\$48.71		
88130	12/23/2024	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$1,919.00		
88131	12/23/2024	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$1,396.77		
88132	12/23/2024	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$4,239.63		
88133	12/23/2024	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$259.79		
88134	12/23/2024	Open			Accounts Payable	Interstate Steel Structures Inc	\$161.63		
88135	12/23/2024	Open			Accounts Payable	J2 Electric	\$32,400.00		
88136	12/23/2024	Open			Accounts Payable	James or Lavenia Riotto	\$75.00		
88137	12/23/2024	Open			Accounts Payable	Jennifer Arbuckle	\$3,375.00		
88138	12/23/2024	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$186.65		
88139	12/23/2024	Open			Accounts Payable	Kevin Sharrah Designs	\$1,657.50		
88140	12/23/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$653.95		
88141	12/23/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$190.15		

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88142	12/23/2024	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$574.16		
88143	12/23/2024	Open			Accounts Payable	KOEFRAN INDUSTRIES	\$1,200.00		
88144	12/23/2024	Open			Accounts Payable	L.N. CURTIS & SONS	\$3,010.09		
88145	12/23/2024	Open			Accounts Payable	LIFE ASSIST INC	\$95.75		
88146	12/23/2024	Open			Accounts Payable	MAGOON SIGNS	\$97.43		
88147	12/23/2024	Open			Accounts Payable	Mark Thomas & Company Inc	\$27,323.66		
88148	12/23/2024	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$100,000.00		
88149	12/23/2024	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC.	\$9,796.73		
88150	12/23/2024	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC.	\$88.00		
88151	12/23/2024	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC.	\$9,796.73		
88152	12/23/2024	Open			Accounts Payable	MOTOROLA SOLUTIONS, INC.	\$88.00		
88153	12/23/2024	Open			Accounts Payable	Mountain Cascade, Inc.	\$236,630.30		
88154	12/23/2024	Open			Accounts Payable	Murphys Construction	\$13,500.00		
88155	12/23/2024	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$9,662.12		
88156	12/23/2024	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$484.88		
88157	12/23/2024	Open			Accounts Payable	O'REILLY AUTO PARTS	\$63.45		
88158	12/23/2024	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$287.76		
88159	12/23/2024	Open			Accounts Payable	Oroville Tow & Salvage	\$1,250.00		
88160	12/23/2024	Open			Accounts Payable	Pace Analytical Services, LLC	\$3,834.60		
88161	12/23/2024	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$10,801.68		
88162	12/23/2024	Open			Accounts Payable	Psomas	\$83,547.02		
88163	12/23/2024	Open			Accounts Payable	Reconstruction & Recovery Advisors Inc	\$4,365.98		
88164	12/23/2024	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$80.00		
88165	12/23/2024	Open			Accounts Payable	Sigler Pest Control	\$50.00		
88166	12/23/2024	Open			Accounts Payable	SKYWAY TOWING & SERVICE	\$275.00		
88167	12/23/2024	Open			Accounts Payable	Spherion Staffing	\$6,927.78		
88168	12/23/2024	Open			Accounts Payable	Stratti	\$6,348.87		
88169	12/23/2024	Open			Accounts Payable	SUTTER BUTTES COMMUNICATIONS, INC.	\$4,560.88		
88170	12/23/2024	Open			Accounts Payable	Thau Handyman Services DBA Fire Safe NorCal	\$500.00		
88171	12/23/2024	Open			Accounts Payable	THOMAS ACE HARDWARE	\$40.92		
88172	12/23/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$64.03		
88173	12/23/2024	Open			Accounts Payable	TOM'S TREE SERVICE	\$985.00		
88174	12/23/2024	Open			Accounts Payable	TRUEPOINT SOLUTIONS, LLC	\$165.00		
88175	12/23/2024	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$95.00		
88176	12/23/2024	Open			Accounts Payable	Urban Design Solar	\$1,406.00		
88177	12/23/2024	Open			Accounts Payable	VERIZON WIRELESS	\$643.50		
88178	12/23/2024	Open			Accounts Payable	VERIZON WIRELESS	\$1,367.30		
88179	12/23/2024	Open			Accounts Payable	Voiance Language Services, LLC	\$6.90		
88180	12/23/2024	Open			Accounts Payable	Williams Scotsman, Inc. (Mobile Mini)	\$157.35		
88181	12/23/2024	Open			Accounts Payable	Amazon Capital Services	\$6.31		
88182	12/23/2024	Open			Accounts Payable	Brush Masters	\$5,400.00		
88183	12/23/2024	Open			Accounts Payable	Bureau Veritas North America, Inc	\$14,520.00		
88184	12/23/2024	Open			Accounts Payable	Dewberry Engineers Inc.	\$39,339.14		
88185	12/23/2024	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$2.10		

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88186	12/23/2024	Open			Accounts Payable	Jacobs Engineering Group Inc.	\$119,795.83		
88187	12/23/2024	Open			Accounts Payable	James or Lavenia Riotto	\$250.00		
88188	12/23/2024	Open			Accounts Payable	Marilyn Jane Wooley	\$500.00		
88189	12/23/2024	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$1,600.00		
88190	12/23/2024	Open			Accounts Payable	NORTHSTAR	\$806.00		
88191	12/23/2024	Open			Accounts Payable	NV5, Inc.	\$18,069.02		
88192	12/23/2024	Open			Accounts Payable	NV5, Inc.	\$23,476.80		
88193	12/23/2024	Open			Accounts Payable	SCM General Contractor	\$7,580.00		
88194	12/23/2024	Open			Accounts Payable	Tahoe Pure Water Co.	\$93.40		
88195	12/23/2024	Open			Accounts Payable	THOMAS ACE HARDWARE	\$348.60		
88196	12/23/2024	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$229.50		
88197	12/23/2024	Open			Accounts Payable	Nicholee Stahl	\$71.39		
88198	12/30/2024	Open			Accounts Payable	ICMA 457 - MissionSquare	\$2,332.43		
88199	12/30/2024	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
88200	12/31/2024	Open			Accounts Payable	Amazon Capital Services	\$1,229.85		
88201	12/31/2024	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$14,617.24		
88202	12/31/2024	Open			Accounts Payable	ICMA 457 - MissionSquare	\$2,584.51		
88203	12/31/2024	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$656.29		
88204	12/31/2024	Open			Accounts Payable	Aflac	\$57.98		
88205	12/31/2024	Open			Accounts Payable	Met Life	\$12,606.90		
88206	12/31/2024	Open			Accounts Payable	OPERATING ENGINEERS	\$884.00		
88207	12/31/2024	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,282.56		
88208	12/31/2024	Open			Accounts Payable	SUN LIFE INSURANCE	\$9,940.19		
88209	12/31/2024	Open			Accounts Payable	SUPERIOR VISION SVC INC	\$872.20		
88210	12/31/2024	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$100.00		
Type Check Totals:					201 Transactions		\$9,458,715.54		
<u>EFT</u>									
84	12/02/2024	Open			Accounts Payable	CALPERS - RETIREMENT	\$2,779.97		
85	12/06/2024	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$12,768.33		
86	12/06/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$41,769.03		
87	12/23/2024	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,715.51		
88	12/24/2024	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$13,906.77		
89	12/24/2024	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$43,876.32		
90	12/30/2024	Open			Accounts Payable	CALPERS - RETIREMENT	\$65,594.32		
91	12/31/2024	Open			Accounts Payable	CALPERS - RETIREMENT	\$65,937.60		
92	12/31/2024	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,695.51		
93	12/11/2024	Open			Accounts Payable	CALPERS	\$146,037.85		
Type EFT Totals:					10 Transactions		\$410,081.21		
AP TCB - General Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	201	\$9,458,715.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	201	\$9,458,715.54	\$0.00	
EFTs									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	10	\$410,081.21	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Total	10	\$410,081.21	\$0.00	
All									
					Status	Count	Transaction Amount	Reconciled Amount	
					Open	211	\$9,868,796.75	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	211	\$9,868,796.75	\$0.00	

Payment Register

From Payment Date: 12/1/2024 - To Payment Date: 12/31/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
Check									
85621	12/10/2024	Open			Accounts Payable	Town of Paradise	\$60,000.00		
Type Check Totals:							\$60,000.00		
AP - US Bank TOP AP Checking Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$60,000.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$60,000.00	\$0.00

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

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$60,000.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	1	\$60,000.00	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	202	\$9,518,715.54	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	202	\$9,518,715.54	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$410,081.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	10	\$410,081.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	212	\$9,928,796.75	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	212	\$9,928,796.75	\$0.00



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 2(c)

ORIGINATED BY: Nadia Alekseev, Housing Program Technician
REVIEWED BY: James Goodwin, Town Manager
SUBJECT: Additional CDBG-DR allocation for MHP projects
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2025- _____, “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”; and,
2. Authorize staff to allocate the additional CDBG-DR Program funding as needed to the current Multifamily projects that have already been underwritten and conditionally approved by DR-MHP.

Background:

This resolution is to approve and accept additional funding allocation to the DR-MHP projects as proposed by the State of California’s CDBG-2018 Disaster Recovery Action Plan Amendment #7. The amendment proposes to reallocate unspent funds from State’s Owner-Occupied Rehabilitation and Reconstruction Program (OOR) to several other programs, one of which includes the DR-MHP Program. See State of California’s Action Plan Amendment #7 for additional details.

Analysis:

Previously, the Town of Paradise was allocated a total of \$55,906,660 for DR-MHP projects; additional proposed allocation is \$28,801,012 for a total of \$84,707,672. This additional allocation will help close the funding gaps for current Multifamily projects that have already been underwritten and conditionally approved by DR-MHP.

Financial Impact:

None.

**TOWN OF PARADISE
RESOLUTION NO. 2025-__**

**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**

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-2018 Disaster Recovery Action Plan Amendment #7 (“APA 7”), which allocates funds to the Town as appropriated under Public Laws 115–254 and 116–20, for the Disaster Recovery Multifamily Housing Program (“DR-MHP”); and the Council hereby approves the execution of a Master Standard Agreement (“Agreement”) in the aggregate amount, not to exceed, \$84,707,672 (“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 hereby authorizes and directs the Town Manager 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:

With the acceptance of the APA 7 allocation, the Town Manager 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 4:

With the acceptance of the APA 7 allocation, the Town Manager 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 held on January 14, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

STATE OF CALIFORNIA
Town of Paradise

I, _____, 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 said Town Council on this ___ day of _____, 2025.

By: _____
Town Clerk of the Town of Paradise, State of California

**State of California
Action Plan for Disaster Recovery
from 2018 Disasters
Action Plan Amendment No. 7**
California Department of Housing and Community Development

Public Comment Period: August 26th through
September 27th, 2024

Submitted to HUD:

Approved by HUD:

For submission to the U.S. Department of Housing and Urban Development (HUD)
to fulfill requirements related to Community Development Block Grant Disaster Recovery
(CDBG-DR) Funds in Response to 2018 Disasters (FEMA DR-4382 and DR-4407)

August 2024



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DRAFT

I. Background and Summary of Changes

On January 27, 2020, the U.S. Department of Housing and Urban Development (HUD) allocated \$1,017,399,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to the State of California to support California's unmet recovery needs, related to the Federal Emergency Management Agency (FEMA) Major Disaster Declarations DR-4407 and DR4382 for the 2018 wildfire season. The funds were released in two allocations: Public Law 115-254 Unmet Needs allocation of \$491,816,000 and Public Law 116-20 Unmet Needs allocation of \$525,583,000.

HUD issued an approval of California's initial 18DR Action Plan on November 19, 2020 to HCD. The California Department of Housing and Community Development (HCD) manages CDBG-DR funds, in accordance with the goals and objectives set forth in the state's initial HUD-approved Action Plan for 2018 disasters ("18DR-Action Plan"). This is the seventh amendment to this Action Plan.

The 18DR-Action Plan amendment, number seven ("APA7"), is a substantial amendment; it proposes to close an existing program from the initial HUD-approved Action Plan and repurpose the funds to other programs to prioritize the areas with the greatest unmet need,

This amendment proposes to reallocate \$105,220,977.02 from the 2018 Owner Occupied Rehabilitation and Reconstruction Program (OOR) to the Disaster Recovery Multifamily Housing Program (DR-MHP), Homebuyer Assistance Program (HBA), Workforce Development, and Infrastructure Program. The OOR program will continue to serve eligible applicants who have submitted applications prior to the program application deadline. The remaining funds of OOR program will be repurposed to as follows:

1. Reallocate \$87,550,273 from the OOR Program to DR-MHP.
2. Reallocate \$16,344,239.27 from the OOR Program to HBA.
3. Reallocate \$1,006,978.75 from the OOR Program to the Workforce Development Program.
4. Reallocate \$319,486.00 from the OOR Program to the Infrastructure Program.

Page numbers are provided with the proposed changes. Removed and replaced text updates have been made in the context of the named section within the Action Plan.

Summary:

Action Plan Amendment 7 (APA 7) will address changes in the following items:

1. **Executive Summary, Proposed Use of CDBG-DR Funds:** Provides an update for the closure of the OOR program and budget adjustments to repurpose funds from the OOR program to other housing programs.
2. **Proposed Disaster Recovery Programs, Programs Overview:** This section updated for program distribution and budget changes as follows:
 - A. Owner Occupied Housing Rehabilitation and Reconstruction Program: This section updated to reflect the closure of the OOR program and reduce the budget by



\$105,220,977.02. These funds will be reallocated to the DR-MHP Program, HBA Program, Workforce Development Program and Infrastructure Program.

- B. Multifamily Housing Program: Update to budget by relocating \$87,550,273 from the OOR Program and prioritize the areas with the greatest unmet need.
- C. Infrastructure Program: Update to program distribution and budget changes. Reallocation of \$319,486.00 to the Infrastructure Program from the OOR Program.
- D. Workforce Development Program: Update to program distribution and budget changes. Reallocation of \$1,006,978.75 to the Workforce Development Program from the OOR Program.

II. Action Plan Amendment

Text updates inserted or deleted made in the context of the section within the Action Plan are listed below.

1. Executive Summary

Remove: **FIGURE 1: 2018 CDBG-DR BUDGET SUMMARY – APA 6 BUDGET (page 4 of APA 6)**

Program	Current Budget	APA 4 Change	APA 4 Budget	Local Assistance (APA 6 change)	Percentage
Total CDBG-DR Funds	\$1,017,399,000	N/A	\$1,017,399,000	N/A	100.0%
Housing	\$483,794,752	\$46,061,064.20	\$529,855,816.20	N/A	52.08%
Owner Occupied Rehabilitation and Reconstruction	\$207,107,638	\$15,275,984.19	\$222,383,622.19	\$199,033,341.84	21.86%
Homebuyer Assistance Program	\$26,000,000	\$332,686.65	\$26,332,686.65	\$23,567,754.56	2.59%
Multifamily/Small Rental Housing Program	\$250,687,114	\$30,452,393.36	\$281,139,507.36	\$250,687,114	27.63%
Infrastructure	\$347,428,488	\$41,920,212.80	\$389,348,700.80	\$347,441,663.22	38.27%
Local Infrastructure /FEMA Match	\$317,428,488	\$41,920,212.80	\$359,348,700.80	\$347,441,663.22	35.32%
Paradise Sewer A&E	\$30,000,000	\$--	\$30,000,000	N/A	2.95%
Economic Revitalization	\$40,695,960	\$5,846,412.33	\$46,542,372.33	N/A	4.57%
Workforce Development	\$40,695,960	\$5,846,412.33	\$46,542,372.33	\$40,694,942.60	4.57%
Planning	\$28,217,000	\$(27,434,839)	\$782,160.67	N/A	0.33%
Technical Assistance & Capacity Building	\$15,000,000	\$(15,000,000.00)	\$0		0.00%
Regional & Local Planning Activities	\$13,217,000	\$(12,434,839.33)	\$782,160.67	N/A	0.33%
State and Local Program Delivery	\$66,392,850	\$(66,392,850.00)	\$0	\$0	0.00%
Administration	\$50,869,950	\$ --	\$50,869,950	N/A	5.00%



Replace: **FIGURE 2: 2018 CDBG-DR BUDGET SUMMARY – PROPOSED APA 7 BUDGET**

Program	Current Budget	APA 7 Change	APA 7 Budget	Percentage
Total CDBG-DR Funds	\$1,017,399,000	N/A	\$1,017,399,000.00	100.00%
Housing	\$529,855,816.18	\$(1,326,464,75)	\$528,529,351.43	52.1%
Owner-Occupied Rehabilitation and Reconstruction	\$222,383,622.17	\$105,220,977.02	\$117,162,645.15	21.9%
Homebuyer Assistance Program	\$26,332,686.66	\$16,344,239.27	\$42,676,925.93	2.6%
Multifamily/Small Rental Housing Program	\$281,139,507.36	\$87,550,273.00	\$368,689,780.36	27.6%
Infrastructure	\$389,348,700.81	\$319,486.00	\$389,668,186.81	38.3%
Local Infrastructure /FEMA Match	\$389,348,700.81	\$319,486.00	\$389,638,186.81	38.3%
Paradise Sewer A&E	\$30,000,000	N/A	\$30,000.00	0.0%
Economic Revitalization	\$47,324,533.01	\$1,006,978.75	\$48,331,511.76	4.7%
Workforce Development	\$46,542,372.34	\$1,006,978.75	\$47,549,351.09	4.6%
Planning	\$782,160.67	N/A	\$782,160.67	0.1%
Technical Assistance & Capacity Building	\$0	N/A		0.00%
Regional & Local Planning Activities	\$782,160.67	N/A		0.0%
State and Local Program Delivery	\$0	N/A		0.00%
Administration	\$50,869,950	N/A		5.00%

5. Proposed Use Of CDBG-DR Funds (Page 12)

Remove: The majority of funds will be allocated to housing recovery programs. This includes the state-run Owner Occupied Rehabilitation and Reconstruction Program which allows affected residents to apply directly to the state for grants up to \$200,000.

Replace: The Owner Occupied Rehabilitation Program, as originally articulated in the initial Action Plan as a stand-alone program will close for new applicants as of January 31, 2024. The program will continue to assist eligible applicants who submitted applications prior to the deadline.

2. Program Overviews (page 132)

A. Housing Recovery Programs

The following provides a summary of the section with language added for closing of a program, updating allocation methodology, and increasing allocation amounts.



B. Owner Occupied Housing Rehabilitation and Reconstruction (page 139)

This section updated to reflect the close of the Owner Occupied Housing Rehabilitation and Reconstruction Program to new applicants and reallocating remaining funds to other housing programs.

Timeline. (Page 137)

Remove: The Owner Occupied Housing Rehabilitation and Reconstruction Program is expected to commence in quarter two of 2019 and remain operational through the end of the grant term.

Replace: The Owner Occupied Housing Rehabilitation and Reconstruction Program closed to new applicants effective January 31, 2024. The program will continue to assist eligible applicants who submitted applications prior to the deadline.

C. Multifamily Housing Program

Allocation Methodology. (Page 140)

Add: To prioritize the areas with the greatest unmet need, Action Plan Amendment 7 will redirect remaining funds from the OOR program to MHP to support the oversight and implementation of the current projects and support subrecipients in the MID area with projects that have already been underwritten by DR-MHP and conditionally approved, as follows:

DR-MHP Allocation in MID

Jurisdiction	Additional Allocation Amount (proposed allocation)
County of Butte	\$10,619,642
County of Butte	\$17,870,696
County of Butte	\$18,511,098
Town of Paradise	\$28,801,012
City of Clearlake	\$11,747,825
TOTAL	\$87,550,273

D. Homebuyer Assistance Program (page 143)

This section updated to reflect the increase in the allocation amount by \$16,344,239.27

Remove: Allocation Amount: \$25,000,000

Replace: Allocation Amount: \$42,676,925.93

E. Infrastructure Program (page 156)

This section updated to reflect the increase in the allocation amount by \$319,486.00



Remove:

10. Unmet Needs

Funding stand-alone infrastructure projects that tie to DR-4382 or DR-4407 and the local portion of the non-federal share match on federal disaster-related grants in support of housing meet the requirement to address housing recovery needs first. Necessary infrastructure recovery must be complete before housing recovery is complete. The unmet needs assessment identified \$2,838,348,374 in unmet infrastructure recovery needs. Of the CDBG-DR funds received, \$389,348,700.80 will be used for Infrastructure Recovery Programs, which includes an estimated 38 percent of the total program allocation.

Figure 6: Unmet Infrastructure Recovery Need

CATEGORY	IDENTIFIED UNMET NEED	CDBG-DR FUNDED
Infrastructure Recovery	\$2,838,348,374	\$389,348,700.80

Replace:

10. Unmet Needs

Funding stand-alone infrastructure projects that tie to DR-4382 or DR-4407 and the local portion of the non-federal share match on federal disaster-related grants in support of housing meet the requirement to address housing recovery needs first. Necessary infrastructure recovery must be complete before housing recovery is complete. The unmet needs assessment identified \$2,838,348,374 in unmet infrastructure recovery needs. Of the CDBG-DR funds received, \$389,668,186.81 will be used for Infrastructure Recovery Programs, which includes an estimated 38 percent of the total program allocation.

Figure 6: Unmet Infrastructure Recovery Need

CATEGORY	IDENTIFIED UNMET NEED	CDBG-DR FUNDED
Infrastructure Recovery	\$2,838,348,374	\$389,668,186.81

F. Workforce Development Program (page 157)

This section updated to reflect the increase in the allocation amount by \$1,006,978.75

Remove: Allocation Amount - HCD is allocating \$46,542,372.33 to support workforce development in disaster impacted areas.

Replace: Allocation Amount - HCD is allocating \$47,549,351.09 to support workforce development in disaster impacted areas.

III. Public Comment

In keeping with the State's Citizen Participation Plan, as articulated in Section 1 and 4, under Publication, of the initial HUD-approved Action Plan, HCD published this proposed Action Plan Amendment, Number 7, on the CDBG-DR Action Plan webpage (<https://www.hcd.ca.gov/grants-and-funding/disaster-recovery-and-mitigation/action-plans-and-federal-register-notice-frns>) in English and Spanish.

APA 7 will be available for public review and comment for thirty (30) days from August 26th, 2024, through 5:00 p.m. Pacific Standard Time on September 26th, 2024.

Comments can be submitted by the following methods:

- Electronic mail to (DisasterRecovery@hcd.ca.gov); or
- Post mail to Disaster Recovery Section, Attn: Mona Akbar, HCD, 651 Bannon Street, Suite 700 | Sacramento, CA 95811

If submitting comments via regular post mail, please factor delivery time into your mailing date. As above, all comments must be in writing and received by HCD by 5:00 p.m. Pacific Daylight Time on September 26th, 2024.

Residents who require a reasonable accommodation or other assistance to fully participate in the public comment process can request assistance by contacting the HCD Disaster Recovery Section via the same methods, listed above, for submission of public comments.

HCD will consider all public comments received, timely and in writing, via e-mail, or delivered in person at official public hearings regarding this Action Plan Amendment, Number 7. HCD will make public comments available to citizens, public agencies, and other interested parties upon request.

A summary of all comments received, timely, will be included in the final Substantial Action Plan Amendment, Number 7, submitted to HUD for approval. Following HUD approval, all comments received, timely during the public comment period will be noted and summarized in the final, comprehensive Action Plan, as amended.



Town of Paradise
Council Agenda Summary
Date: January 14, 2024

Agenda Item: 2(d)

ORIGINATED BY: Aimee Belev, Finance Director/Town Treasurer
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Report of Development Impact Fees for the Town of Paradise for Fiscal Year Ended June 30, 2024

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2025-___, "A Resolution of the Town Council of the Town of Paradise, California, Reporting Unexpended Development Impact Fees in Accordance with Government Code Section 66006."

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).

Analysis:

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 year ended June 30, 2024. Staff continues to monitor each impact fee account balance and look for funding opportunities for the projects identified in the 2001 study.

Financial Impact:

There is no financial impact to the Town of preparing and presenting these development impact fee reports.

**TOWN OF PARADISE
RESOLUTION NO. 2025-___**

**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 5, 2024 after mailing notice thereof to any interested 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, 2024 as stated in the reports attached to this resolution.

Section 2. After considering the available information and all written and oral evidence provided to it, the Council hereby finds that impact fees collected by the Town of Paradise are proper and allocated in a manner that maximizes economic growth. Further, the Council finds that the development impact fees in all material respects are collected, allocated and accounted for in compliance with the requirements of the Government Code.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 14th day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

By: _____
Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

By: _____
Scott E. Huber, 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, 2024

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.

	July 1, 2023 - June 30, 2024
Beginning Balance	719,044.59
Revenues:	
Impact Fees Collected: *	9,494.79
Interest and Other Earnings:	1,167.90
Total Revenues:	10,662.69
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	729,707.28

* 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	LOCAL IMPACT	TOWN-WIDE IMPACT	OUTSIDE TOWN
STREET SHOULDER WIDENING									
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	0
ST-03	EDGEWOOD ROAD FROM PEARSON TO SJO MARSTON	5,400	548,729	60	329,237	40	219,492	0	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
STREET WIDENING (FROM 2 TO 4 LANES)									
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
STREET EXTENSIONS & CONNECTIONS									
ST-12	BUSCHMANN FROM FOSTER TO SKYWAY	1,980	248,400	15	37,260	85	0	211,140	0
ST-13	ELLIOTT, FROM NIELSEN TO KIBLER	1,000	153,497	15	23,025	85	0	130,472	0
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
MISCELLANEOUS PROJECTS									
ST-17	MISC. IMPROVEMENTS - WESTSIDE AREA	...	\$ 789,227	0	0	100	\$ 789,227	0	0
ST-18	MISC. IMPROVEMENTS - SOUTHWEST AREA	...	492,200	0	0	100	492,200	0	0
TOTAL ESTIMATED PROJECT COSTS					\$3,440,180		\$ 3,552,038	\$2,207,713	\$3,235,743

Town of Paradise
Statement of Revenues, Expenditures, and Change in Fund Balances
Traffic Control Facilities (Fund 2520)
For Fiscal Year Ended June 30, 2024

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.

	July 1, 2023 - June 30, 2024
Beginning Balance	82,176.79
Revenues:	
Impact Fees Collected: *	651.04
Interest and Other Earnings:	132.78
Total Revenues:	783.82
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	82,960.61

* 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	APPORTIONED DOLLAR COST
TC-01	NEW TRAFFIC SIGNAL - SKYWAY & BUSCIIMANN	\$150,000	15%	\$22,500	TOWN- WIDE IMPACT
TC-02	NEW TRAFFIC SIGNAL - PEARSON CHURCHILL <i>Rec</i>	150,000	15%	22,500	OUTSIDE TOWN
TC-03	NEW TRAFFIC SIGNAL - CLARK & BUSCIIMANN	190,000	15%	28,500	
TOTAL ESTIMATED PROJECT COSTS		\$ 490,000	15%	\$ 73,500	\$ 416,500
			85%	\$127,500	0
			85%	127,500	0
			85%	161,500	0
			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, 2024

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.

	July 1, 2023 - June 30, 2024
Beginning Balance	30,381.62
Revenues:	
Impact Fees Collected: *	1,097.26
Interest and Other Earnings:	50.47
Total Revenues:	1,147.73
Expenditures:	
Two (2) police vehicles - 100%	
Total Expenditures:	-
Ending Fund Balance	31,529.35

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 6.2
(Revised 1/24/00)

LINE #	DESCRIPTION	ESTIMATED COST	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
			% 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
	TOTAL ESTIMATED PROJECT COSTS	\$1,044,071	34.8%	\$ 363,438	65.2%	\$ 680,633

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, 2024

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, 2023 - June 30, 2024
Beginning Balance	43,396.44
Revenues:	
Impact Fees Collected: *	916.14
Interest and Other Earnings:	71.03
Total Revenues:	987.17
Expenditures:	-
Total Expenditures:	-
Ending Fund Balance	44,383.61

* 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)	\$180,000.	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.
	TOTAL ESTIMATED PROJECT COSTS	\$812,000.	59%	\$479,410	41%	\$332,500.

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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, 2024

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.

	July 1, 2023 - June 30, 2024
Beginning Balance	639,205.53
Revenues:	
Impact Fees Collected: *	62,324.58
Interest and Other Earnings:	884.56
Total Revenues:	63,209.14
Expenditures:	104,757.51
Total Expenditures:	104,757.51
Ending Fund Balance	597,657.16

* Fees Calculated and Collected According to Resolution No. 01-04

EXHIBIT A - SCHEDULE 9.2
(Revised 1/24/00)

PROJECT NO.	DESCRIPTION	ORIGINAL ESTIMATED COST*	CURRENT ESTIMATED COST**	CONSTRUCTION NEEDS RESULTING FROM EXISTING POPULATION		CONSTRUCTION NEEDS RESULTING FROM NEW DEVELOPMENT	
				% NEED	APPORTIONED DOLLAR COST	% NEED	APPORTIONED DOLLAR COST
STORM DRAINAGE IMPROVEMENTS							
SD-01	WAGSTAFF BASIN	\$140,093	\$ 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	404,052	567,584	0.00		100.00	567,584
SD-04	HONEY RUN 5 BASIN	306,302	358,715	0.00		100.00	358,715
SD-05	LOWER SKYWAY BASIN	227,116	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	148,302	173,784	0.00		100.00	173,784
SD-08	PEARLSON 5 BASIN	381,077	446,980	0.00		100.00	446,980
SD-09	PEARLSON 5A BASIN	66,535	77,921	0.00		100.00	77,921
SD-10	PEARLSON 1 BASIN	2,693,200	3,154,048	42.73	\$1,347,724	57.27	1,806,323
SD-11	CLARK 1 BASIN	401,127	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 BRANCI 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	44,003	52,563	0.00		100.00	52,563
T O T A L				19.70	\$1,897,561	80.30	\$ 7,734,864

* ORIGINAL PROJECT COSTS MSI STUDY, OCTOBER 1991
** CURRENT PROJECT COSTS, BASED UPON ENGINEERING FIVE SECOND CONSTRUCTION COST INDEX



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 2(e)

ORIGINATED BY: Colin Nelson, Capital Projects Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Amend how the Town is able to Amend the Current Master Services Agreement with HDR
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation to allow Paradise Town Manager to approve amendments to the current Master Services Agreement with HDR so long as the amendment does not affect the overall budget that was originally approved and the overall intent of the Master Services Agreement; and,
2. Adopt Resolution No. 2025-_____ " A Resolution of the Town Council of the Town of Paradise, Receding and Replacing Resolution No. 23-22, and Designating Authority to the Town Manager to Execute Individual Task Orders and Amendments Under The Resultant Master Agreement For RFQ 2023-001 On-Call Owner's Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite and Facilitate the Paradise Sewer Project, Initial Design And Progressive Design Build Process."

Background:

The original Resolution gave the Paradise Town Manager authority to execute the Master Services Agreement with HDR for Owner's Agent Services, but did not include language allowing the Town Manager to approve any amendments. This resolution would allow for a change to the original resolution permitting the Paradise Town Manager to approve amendments as long as they don't affect the overall cost of the contract. This would include schedule extensions, and budget line-item reallocations that don't affect overall cost, and language edits that are considered minor in nature and don't affect the original intent of the contract.

Analysis:

The ability to approve contract amendments is commonly included in authorizing resolutions, this allows for a streamlined process for executing small contract changes without needing to bring the contract back in front of Council.

Financial Impact:

The original MSA has an NTE of \$5,000,000. This amendment does not change that.

**TOWN OF PARADISE
RESOLUTION NO. 2025-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
REPEALING AND REPLACING RESOLUION NO. 23- 22 AND
DESIGNATING AUTHORITY TO THE PARADISE TOWN MANAGER TO
EXECUTE INDIVIDUAL TASK ORDERS UNDER THE RESULTANT MASTER
AGREEMENT FOR RFQ 2023-001 ON-CALL OWNER’S AGENT UP TO THE
MAXIMUM CONTRACT AGGREGATE AMOUNT OF \$5,000,000 TO
EXPEDITE AND FACILITATE THE PARADISE SEWER PROJECT, INITIAL
DESIGN AND PROGRESSIVE DESIGN BUILD PROCESS.**

WHEREAS, the 2018 Camp Fire caused unprecedented damage to the Town of Paradise and has necessitated a variety of recovery projects which are further guided by Paradise Long-Term Recovery Plan;

WHEREAS, the Paradise Sewer Project is by far the largest project in scale, cost and overall benefit to the community.

WHEREAS, in an effort to streamline and expedite delivery of The Paradise Sewer Project, Town staff issued a Request for Qualifications On-Call Owners Agent (RFQ 2023-001);

WHEREAS, RFQ 2023-001 was designed for a base term of five years, with the possibility of a one-year extension at the sole discretion of the Town Manager for a maximum term of six-years;

WHEREAS, RFQ 2023-001 was designed for a not-to-exceed aggregate contract amount of \$5,000,000 to be issued as individual task orders;

WHEREAS, RFQ 2023-001 was prepared and reviewed under the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements;

WHEREAS, RFQ 2023-001 was advertised on March 26, 2023 for work relating to the Town of Paradise Sewer Project, with major scopes of work categories listed below:

- Provide program management on all aspects of the Paradise Sewer Project and ensure that the project is completed in a professional manner, within budget, and on schedule.
- Review, evaluate, and coordinate the Paradise Sewer Project through all remaining phases including procurement, preliminary design, final design, coordination with outside agencies, utility coordination, permitting, construction, operations and maintenance, and project closeout. The

Program Manager shall review and make recommendations for revisions that will improve project delivery. Facilitate meetings and ensure communication among all parties.

- Coordinate with other Town consultants, public agencies, and utility companies.
- Review executed (estimated February 2023) IMA between the Town of Paradise and City of Chico and ensure all provisions of the IMA are adhered to through project development and completion.
- Establish a public outreach plan that includes the Consultant facilitating public engagement and outreach for the Project as well as coordination with the Town on media releases, website updates, stakeholder communication, and responses to questions relating to the Project.
- Organize and prepare for presentations at meetings held by Town staff, the Town Council, neighborhood groups, and other stakeholders.
- Attend Town Council meetings to update Town Council on progress of the Project.
- Support the Town during project bidding, including responding to questions and preparation of necessary addenda.
- Establish the roles and responsibilities of the augmented staff and manage these work efforts.
- Coordinate regular internal project team meetings to monitor work progress, make decisions to facilitate progress, and provide the basis for updating stakeholders on progress.
- Develop document management procedures including web-based sites for document sharing for the project team.
- Maintain and track schedule.
- Maintain and track budget and update cost estimates.
- Coordinate with Town staff on the submittal of grant documents.
- Preliminary financial evaluation of sewer rate schedule.
- Other related professional and administrative tasks to assist the Town on the project.
- Evaluating SOQs and shortlisting consultants.
- Preparing RFP and technical appendices (design, construction, and performance requirements).
- Assist in development of the contract and schedule.
- Evaluate initial concept proposal and help select the PDB consultant.
- Assist in contract negotiations and development of the contract.
- Coordinate the right-of-way and easement acquisitions for the Core Collection System Construction.

- Coordinate the easement acquisitions, encroachment permits, and the extraterritorial letter for the Export Pipeline System Construction.
- Support needed right-of-way activities initiated and led by the Design-Build team.
- Manage the geotechnical evaluations.
- Complete necessary work to ensure NEPA/CEQA Compliance
- Manage the environmental permitting process from start to finish.
- Management the approval process with outside agencies from start to finish.
- Review and comment on Draft Operational Plan, Commission Plan, and Start-up Plan.
- Review the final Operational Plan, Commission Plan, and Start-up Plan for congruity with Town comments.
- Submit the Operational Plan, Commission Plan, and Start-up Plan for review and approval with the Regional Water Quality Control Board.
- Aid with regulatory permitting and environmental permitting.
- Upon receipt of contractor's schedule, evaluate and confer with the Town regarding workability of the schedule or suggest changes that may improve the schedule. Attend various meetings as a representative of the Town, and chair weekly on-site construction meetings with the construction management staff.
- Track and timely respond to all Contractor documented concerns, potential claims, and claims. Develop appropriate resolutions in consultation with the Town.
- Review, monitor and respond in consultation with the Town *Requests for Information* from the construction team.
- Process construction-related expenses and reimbursements.
- Track project construction schedule and provide updates of construction status to the Town every other week.
- Work closely with Town staff on coordinating work with regulatory agencies and private entities. This may include public relations work.
- Track all costs of construction and construction management and work with Town staff on the funding status of the project.
- Review all change orders and extra work expenditures with Town staff.
- Administer consultant contracts for support services while effectively monitoring costs and deadlines.
- Verify construction management records, including record drawings, and maintain appropriate records and files.

- Complete project closeout work, including record drawings, organization of project paperwork, and clear statements of any outstanding issues and recommended action or position on the issue.
- Provide an O & M Annual Cost Estimate 10-year projection. The cost estimate should include the core collection system, export pipeline and all associated appurtenances. The Estimate should include electricity demand and utilization, O & M labor, major equipment repair and replacement, and other miscellaneous services and utilities.

WHEREAS, 3 proposals were received by April 3, 2023, and following subsequent evaluation and interview, the following Owners Agent was recommended for the Master Agreement:

WHEREAS, by designating the Town Manager authority to execute all task orders associated with RFQ 2023-001, full benefits of this robust procurement process will be realized.

WHEREAS, the original resolution did not allow for the Town Manager to approve amendments to the Master Services Agreement.

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

Section 1. The Paradise Town Manager is authorized to execute a master agreement with the above-recommended Owners Agent and to execute individual task orders under the master agreements for RFQ 2023-01 On-Call Owners Agent not to exceed the maximum contract aggregate amount of (\$5,000,000) to expedite and facilitate the initial design and progressive design-build process for the Paradise Sewer Project.

Section 2. The Paradise Town Manager is authorized to approve amendments to the Owners Agent Master Services Agreement that don't change the overall scope, schedule or budget of the agreement as originally approved by Town Council.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this ~~14th~~^{9th} day of ~~January~~^{May}, 202~~4~~³, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Melanie Elvis , Town Clerk

APPROVED AS TO FORM:

Scott Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 5(a)

ORIGINATED BY: Sarah Richter, Housing Program Technician
REVIEWED BY: James Goodwin, Town Manager
SUBJECT: Public Hearing for the Community Development Block Grant Program (CDBG) 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Conduct a duly notice and published public hearing to solicit comments and/or suggestions regarding the 2025-2029 Consolidated Plan and 2025-2026 Annual Action Plan.

Background:

The Town of Paradise has been a U.S. Department of Housing and Development (HUD) entitlement city since 1994. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low and moderate income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

HUD determines the amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

The Town is required to develop a new Consolidated Plan every five years in order to continue receiving grant funding from HUD. The document is a unified vision for community development and includes a strategic plan for addressing the housing, community development, and economic development needs of the Town for the next five years. The Consolidated Plan includes the following elements: housing and community development needs assessment, housing market analysis, a comprehensive analysis of impediments to fair housing choice, a 5-year strategic plan that establishes goals and measurable objectives and housing and community development

priorities. The Plan also includes the 2025-2026 Annual Plan which outlines the goals for the coming year that address priority needs and objectives stated in the Strategic Plan.

The Town has not received its funding allocation for the program year, but is estimating that HUD will allocate approximately \$50,000, to the Town of Paradise for programs and projects that directly benefit the town's low and moderate-income residents. A sampling of eligible program activities includes:

- Assistance to community-based organizations
- Economic development and business assistance
- Homeless assistance
- Land acquisition
- Mortgage subsidies for first time homebuyers
- Program administration and planning
- Public facilities and improvements
- Residential housing rehabilitation

Process

There is no Council Action required at this meeting, other than conducting the public hearing to gain public input. Over the next several weeks, staff will prepare a Draft Consolidated Plan and Draft Annual Action Plan. The Plans will be available for public viewing and comment prior to its adoption by Council and prior to submission to the U.S. Department of Housing and Urban Development. The dates of the comment period and public hearings are as follows:

- **Public Hearing No. 2:** Tuesday, March 11, 2025 at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. This public hearing is to solicit suggestions and/or comments from the public regarding the 2025-2029 Consolidated Plan and the 2025-2026 CDBG funding priorities and outlines general information about the CDBG program. The public is encouraged to submit written comments on any aspect of the CDBG funding to srichter@townofparadise.com or to Town of Paradise, 5555 Skyway, Paradise, CA 95969.
- **The Draft Annual Plan** will be available to the public on March 11th, 2025. The plan will be available on the Town's website (www.townofparadise.com); Paradise Public Library, Paradise Chamber of Commerce, the Building Resiliency Center, and at Town Hall. The public comment period is from March 11th through April 12th, 2025. Written comments should be addressed to Sarah Richter, 5555 Skyway, Paradise, CA 95969.
- **Town Council on the final Annual Plan:** Tuesday, May 13th, 2025, at 6:00 p.m., or as soon thereafter as possible, in the Town Hall Council Chambers at 5555 Skyway, Paradise, California. The Council will consider adopting the final 2025-2026 Annual Plan and 2025-2029 Consolidated Plan and receive additional public comment at this time.

Analysis:

Although the Town has some discretion on how the funds are used, there are many restrictions, conditions, and objectives that must be met. Community Development Block Grant funds can be used for activities that further community and economic development; provide improved community facilities and services; and provide affordable housing opportunities to low and

disadvantaged residents. Each activity except planning and administrative activities, must meet one of the CDBG program's three broad National Objectives:

1. Benefit low and moderate income persons,
2. Aid in the prevention or elimination of slums or blight, or
3. Meet community development needs having a particular urgency.

The types of activities that meet the national objective will encompass the following basic qualifiers:

Area benefit activities: An activity can be area-wide meaning that the benefits are available to all the residents of a particular area where at least 51 percent of the residents are low and moderate income persons. The service area must be primarily residential, and the activity must meet the identified needs of low-and-moderate income persons.

Limited clientele activities: An activity can be "limited clientele," which means that the activity benefits a certain, limited clientele that is at least 51 percent low-income. An example of this would be a service that is restricted to seniors or disabled residents.

Housing activities: An activity carried out for the purpose of providing or improving permanent residential structures, which upon completion, will be principally occupied by low-income households.

Job creation or retention activities: An activity designed to create or retain permanent jobs where at least 51% of that, computed on a full-time equivalent (FTE) basis, involves the employment of low and moderate income persons. Potentially eligible activities include: construction of a business incubator designed to offer space and assistance to new firms to help them become viable small businesses; loans to pay for expansion.

Slum Blight Removal. Activities under this category must meet ALL of the following criteria: (1) The area delineated by the grantee must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law; (2) there must be a substantial number of deteriorated buildings through the area; and (3) the activity must address one or more conditions that contributed to the deterioration of the area. Boundaries, designations, inspections and detailed rehabilitation records must be kept.

In addition to the above qualifiers, there is a list of basic eligible activities and ineligible activities that can be carried out using CDBG funds. (Government Code Section 570.201.)

Basic Eligible Activities include: Acquisition/disposition of real property; public facilities acquisition, construction and rehabilitation; public services funding; payment of costs in support of activities eligible for funding under the HOME program; housing assistance for low/mod income families; and micro-enterprise assistance.

Financial Impact:

None.



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 5(b)

ORIGINATED BY: Scott E. Huber, Town Attorney
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Bid Protest from J.W. Bamford, Inc., Related to Tree Contractor Contract for Phase 2 of the Category 4 Tree Removal Program
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Hold a bid protest hearing related to the bid protest from J.W. Bamford, Inc.; and
2. Reject the bid protest by J.W. Bamford, Inc. for the HMGP Category 4 Hazard Tree Removal Program; or
3. Provide alternative direction to Staff. (ROLL CALL VOTE)

Background:

The Town of Paradise has been working alongside FEMA and CalOES since 2019 on the funding and implementation of the Category 4 Tree Removal Program. Full approval of the project was granted in September 2024 and staff has been working on initial monitoring and final surveying of the properties moving forward with tree removal. We anticipate removing nearly 11,000 trees over the next 6-9 months.

Analysis:

The Town of Paradise (TOP) is seeking one Licensed Timber Operator (LTO-A) Contractor referred to herein as the Tree Removal (TR) Contractor, to assist the Butte County Fire Safe Council (BCFSC) and Town of Paradise (TOP) with the Federal Emergency Management Agency (FEMA) Category 4 Tree Removal Program (HTRP- 0305), which removes hazardous burnt trees left from the 2018 Camp Fire that threaten private property that were not part of the prior hazardous tree removal activities.

- RFP # TOPC42024 was posted on October 29, 2024
- The RFP was closed on November 12, 2024 with 7 proposals submitted.
- J.W. Bamford, Inc. (“JWB”) submitted a proposal that conformed with the requirements of the RFP, and the proposal was fully considered.
- All proposals were scored by our review team consisting of Town of Paradise and BCFSC Staff.
- After scoring, two proposals were identified as the top proposals received and moved forward to an interview presentation.

- After the interview presentations, the review team unanimously chose **Warner Enterprises** for the award of the contract based on their experience, history of working in Paradise, project plan and understanding of the project needs.

Following announcement that Warner Enterprises would be awarded the contract, JWB, through its counsel, timely filed a bid protest on December 11, 2024. Staff responded to the bid protest on January 8, 2025, a copy of which is attached to this Agenda Summary.

In short, this project relates to trees and vegetation that are located on private property and that can only impact private property. As such, this is not a “public works project” as defined in statute. Accordingly, the requirements to award a contract to the lowest bidder do not apply.

The scoring rubric utilized in this matter was published in the RFP, and it was followed with precision. Warner Enterprises received the highest score following the submittal of its response and completion of the interview process.

Staff believes that the bid protest by JWB is without merit and should be rejected.

Financial Impact:

As to the bid protest and hearing, there is no financial impact.

Scott E. Huber
shuber@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

January 8, 2025

VIA E-MAIL ONLY
ttilbury@rtwlawllp.com

Treven Tilbury
Partner
Reynolds Tilbury Woodward LLP
11601 Blocker Dr, Ste 105
Auburn, CA 95603-4649

Re: Town of Paradise's Response J. W. Bamford Inc.'s Letter dated December 11, 2024

Dear Mr. Tilbury:

I am writing on behalf of the Town of Paradise in response to the letter you wrote addressed to "Director Recovery and Economic Development Department Brian Solecki, Project Manager" dated December 11, 2024. The letter indicated that you were writing on behalf of J.W. Bamford ("JWB") to lodge a protest regarding the potential award of the "HMGP Category 4 Hazard Tree Removal Program – Town of Paradise," project agreement to another bidder. After reviewing your letter, it appears that the basis of this protest rests upon a misunderstanding of the Project, which I will outline herein.

It is well understood that trees which are classified in the Category 4 Hazard Tree Removal Program are trees owned by private parties, situated on private property and, should the trees fall, they will remain entirely on private property. These are not trees that are owned by a public agency. Further, should any of the trees fall, they will not fall on public property or a public right of way.

On October 29, 2024, the Town of Paradise ("Paradise") published Request for Proposals ("RFP") number TOPC42024 "HMGP Category 4 Hazard Tree Removal Program," (the "Project"). The RFP was issued seeking responses from timber operator(s) licensed by the state of California wishing to assist Butte County in performing tree removal work in connection with removal of hazardous burnt trees which pose a danger to private property. As indicated in RFP #TOPC42024, (the "RFP") this is not a public works project. The RFP reads, "This project is not a public works project requiring award to the lowest qualified bid and agreement is subject to FEMA regulations for reimbursement of costs." (TOWN OF PARADISE, *REQUEST FOR PROPOSALS CALIFORNIA LICENSED TIMBER OPERATOR "A" (LTO-A) RFP #TOPC42024 HMGP CATEGORY 4 HAZARD TREE REMOVAL PROGRAM (2024)*, 11 [hereinafter *RFP #TOPC42024*]). Therefore, the California statutory "lowest responsible bidder" requirements do not apply. Interested parties who disagreed with the determination and decided to proceed with

submitting a proposal were required to “Immediately inform the Town of any problems with” the solicitation. (*RFP #TOPC42024* § 3.1(c).) A failure to request clarification or inform Paradise that this was, in JWB’s opinion, a problem with RFP #TOPC42024 prior to submitting their bid constitutes agreement with the terms of the document and an affirmative waiver of JWB’s ability to challenge the determination now.

Further, this determination is supported by the California Department of Industrial Relations’ (“DIR”) most recent public works coverage determination related to Federal Emergency Management Agency (“FEMA”) funded clean up after the Carr wildfire. (*Post Carr Fire Hazardous Fuels Reduction Project California Department of Forestry and Fire Protection, PW Case No. 2021-002* (Cal. Dep’t of Industr. Rel. February 7, 2023) [hereinafter *Public Works Case No. 2021-002*].) The DIR issued *Public Works Case No. 2021-002*, a written determination that the FEMA funded proposal to remove vegetation and trees on private property damaged by the Carr fire was not a public works project subject to prevailing wage requirements. (*Supra.*) The description of this Project is nearly identical to the Post Carr Fire project, confirming Paradise’s assessment that this is not a public works project.

Additionally, the RFP clearly states that this Project is eligible for FEMA funding and therefore the contract would be awarded pursuant to FEMA’s eligibility requirements. In fact, the RFP references the appropriate section from the Code of Federal Regulations the Town of Paradise would be utilizing to review and score the proposals it received from hopeful bidders. The RFP reads, “FEMA procurement regulations require that cost be evaluated for competitive proposal procurement. These provisions are provided in 2 C.F.R. § 200.319(d)(4) provided below: ‘Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.’” (*RFP #TOPC42024*, at 11; see 2 C.F.R. § 200.320(b)(2)(iii).) While the reference in *RFP #TOPC42024* should be to 2 C.F.R. § 200.320(b)(2)(iii), the quotation utilized is correct and comes from the appropriate subsection of the Code of Federal Regulations, which deals with proposals. As such, bidders were appropriately notified of the evaluation procedure which the town would utilize as well as the fact that it would not be granted solely based on the lowest responsive bid. Further, the code of federal regulations indicates elsewhere that a prospective government contractor is **not** entitled to contract award merely because it is the low bidder. (27 C.F.R. § 9.103(c).) For this reason, there are more categories in the scoring assessment of the proposals than simply price.

Paradise goes on to outline the scoring system for proposals which also clearly indicates that the Project agreement will **not** simply be granted to the lowest responsible bidder. (*Id.* at 12-14.) Instead, it plainly lists the weight given to each category when assessing the proposals. (*Id.*) This system is both consistent with Code of Federal Regulations Title 2, sections 200.319 and 200.320, and was disclosed prior to the submission of a proposal or bid packet. As such, the appropriate time to challenge the evaluation criteria, weight of each category and process by which the final agreement will be awarded, was *prior* to the submission of a bid. (*Id.* at § 3.1.)

Finally, the letter cites incorrect language from the Paradise Municipal Code. First, Paradise Municipal Code section 2.45.010(B) reads “When the procurement involves the

expenditure of federal funds, the procurement shall be conducted in accordance with all applicable federal laws and regulations and with the terms/conditions of any grant, gift or bequest consistent with law. In addition, this chapter shall not apply to contracts for professional services.” This language was recently updated by the Town Council. We have attached the most recent language of the applicable section of the Paradise Municipal Code for your reference.

Further, Paradise Municipal Code section 2.45.080 does not apply to this contract, because as established above and delineated in RFP #TOPC42024, this Project is not a public works contract. Therefore, Paradise appropriately considered the factors in each proposal, including price, and intends to award the agreement to the “firm whose proposal is most advantageous” “with price *and other factors considered.*” (2 C.F.R. § 200.320(b)(2)(iii).)

In light of the above authorities, the other points raised in your letter are irrelevant to the analysis of this matter and do not change the outcome. Accordingly, we decline to recite and refute each of them individually.

We have scheduled a bid protest hearing for January 14, 2025, at the regularly scheduled Town Council Meeting. The Meeting will begin at 6:00 pm and will take place at Paradise Town Hall, located at 5555 Skyway, Paradise, CA 95969. Should JWB wish to maintain its bid protest after receipt of this opinion from the Town of Paradise, representatives of JWB will be required to appear at the hearing. The Town Council will offer up to 10 minutes for JWB or its representatives to make a presentation to the Town Council in support of its position. Please be aware that JWB’s protest does not require Paradise to delay the award of the Agreement to the bidder it has deemed the most advantageous.

Sincerely,



Scott E. Huber
COLE HUBER LLP

SEH/JM

Attachments:
J. W. Bamford Inc.’s Letter dated December 11, 2024
2 C.F.R. § 200.320
Paradise Municipal Code section 2.45.010
DIR Public Works Case No. 2021-002

December 11, 2024

VIA PERSONAL DELIVERY and EMAIL (bsolecki@townofparadise.com)

Director
Recovery and Economic Development Dept.
Town of Paradise
5555 Skyway
Paradise, CA 95969

Attn: Director Recovery and Economic Development Department
Brian Solecki, Project Manager

Dear Director and Mr. Solecki:

J. W. Bamford, Inc., (“JWB”) has retained this law firm regarding the “HMGP Category 4 Hazard Tree Removal Program – Town of Paradise,” RFP#TOPC42024 (the “Project”). I am writing to express concern about the Town of Paradise’s apparent intent to award the contract for the Project, and to protest that award.

As you know, JWB submitted its bid for the Project for a total price of **\$2,531,888.00**. This price included all the required work to be performed under the RFP within all required timelines. JWB’s bid was the second-lowest bid.¹ The Town of Paradise (“Town”) appears to be intending to award the contract to Warner Enterprises, Inc. (“Warner”)—the fifth-highest bidder. For the same work, Warner’s bid price was **\$6,104,852.80**—a staggering \$3,572,964.80 or 241% *more*.

There is no legitimate dispute that JWB’s bid is responsive and that JWB is responsible. Indeed, the Town’s evaluators determined that JWB “had the skill and ability to complete the project.” The Town’s email “debriefing” to JWB stated that JWB was “one of the two who were the clear front-runners and moved on to an interview/presentation,” and that the “evaluation team was excited about the potential of either of the two top candidates.”

¹ P31 Enterprises’ bid was \$2,303,784.36, and was therefore the lowest bid. JWB understands that the City intends to reject P31’s bid based on Government Code § 1090. If the Town rejects P31’s bid, then JWB’s bid is the lowest, and the contract should be awarded to JWB.

Given that JWB's bid is \$3.5 million *lower* than Warner's, award of to Warner would violate the Public Contract Code, the Paradise Municipal Code, and the Code of Federal Regulations.

While JWB does not wish to delay this work or cause the Town any unnecessary difficulty, given the magnitude of the price discrepancy, JWB cannot sit by quietly. JWB cannot allow the Town (in conjunction with the Butte County Fire Safe Council ("BCFSC")) to throw away over \$3.5 million in public funds to achieve an infinitesimal increase in subjective evaluation points that are unlikely to result in any meaningful improvement in the Project's result.

Accordingly, JWB protests the Town's award of the Project to Warner because doing so would violate and disregard California law, the Paradise Municipal Code, and the federal regulations relating to awarding public contracts. The tax-dollars of hard-working Americans and Californians should not be wasted, and most important—those funds could be used for any number of additional projects to alleviate the ongoing suffering of Paradise residents and to prevent future tragedies.

LEGAL ANALYSIS

The notions of competitive bidding and award to the lowest responsible bidder are ubiquitous in the Town's ordinances, the California's Public Contract Code, and the Federal Regulations. An award to Warner would violate each of these governing authorities.

A. The Public Contract Code Requires Award to the Lowest Responsible Bidder.

The Town of Paradise is a general law city, and thus must comply with the Public Contract Code. (Public Contract Code, § 20160.) The Public Contract Code is intended to "provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices" and "eliminate favoritism, fraud, and corruption in the awarding of public contracts." (Pub. Contract Code § 100.) "Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside." (*Konica Bus. Machs. U. S. A. v. Regents of Univ. of Cal.* (1988) 206 Cal.App.3d 449, 456.) "This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money." (*Ibid.*) "The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements." (*MCM Constr., Inc. v. City & County of San Francisco* (1998) 66 Cal.App.4th 359, 369.)

“Generally, . . . public entities[] are required to put significant contracts out for competitive bidding and to award the contract to the lowest responsible bidder.” (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1438 [citing Pub. Contract Code § 20162].) A responsible bidder is one that can perform the contract as promised. (*Ibid.* [citing *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.* (1987) 195 Cal.App.3d 1331, 1341].) “A bidder is responsible if it can perform the contract as promised.” See *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341).

The Public Contract Code requires the Town to award the contract to the lowest responsive and responsible bidder. Thus—and assuming the Town’s rejection of the bid of P31 stands—the Town may only reject JWB’s bid if it determines that JWB’s bid is non-responsive or that JWB is not responsible. There is no evidence in the record that JWB’s bid was not responsive. Indeed, the bid promised to do everything required under the RFP.

A determination of non-responsibility must afford JWB the opportunity to present evidence on its behalf. (See *City of Inglewood-L.A. County Civic Center Auth. v. Superior Court* (1972) 7 Cal.3d 861, 871; see also *D.H. Williams Construction, Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757, 764; see also *Boydston v. Napa Sanitation Dist.* (1990) 222 Cal.App.3d 1362, 1369.) To deny JWB this opportunity would violate JWB’s due process rights, and thus JWB is entitled to a hearing before the Town can determine that JWB is not capable of performing the Project.

Because JWB’s bid was responsive and JWB is the lowest responsible bidder, the Town must make the award to JWB.

B. The Paradise Municipal Code requires award to the low bidder.

In addition to the requirement under the Public Contract Code, the Paradise Municipal Code independently requires that “purchases of . . . services with a projected value of two hundred fifty thousand dollars (\$250,000) or more . . . shall be by formal written bid for ***a lowest responsible bidder***” pursuant to a defined procedure. (2 Paradise Municipal Code, §2.45.080 (emphasis added).) Even for bids lower than \$250,000, the Paradise Municipal Code requires contracts to be awarded “to the low bidder,” reflecting the common-sense principle that public money should be spent wisely to achieve the public purpose for the lowest cost. (*Id.*, §2.45.090.A.)

The Paradise Municipal Code echoes the same requirements as the Public Contract Code, and indeed, specifically cites the Public Contract Code.² The Paradise Municipal Code describes the public policy of the Town to “make all purchases of supplies and services in

² The City should also note that the federal regulations look to whether the recipient followed its own bidding policies and procedures in determining if costs are reasonable. (See Section L, below.)

a manner that is fair, efficient, and economical.” (Paradise Municipal Code §2.45.010(A).) Further, the “town purchasing system is intended to “provide for public confidence,” guarantee fair and equitable treatment for all involved, “employ effective broad based free and open competition, “*guarantee maximum value for town expenditures*,” and “be performed in a thoroughly professional manner, with honesty and integrity, and *in compliance with all applicable laws and regulations*.” (Paradise Municipal Code §2.45.010(A)(1)-(6). (emphasis added).)

The Town’s code requires “purchases of supplies, equipment or services with a total projected value of two hundred fifty thousand dollars (\$250,000.00) or more . . . shall be by formal written bid for *a lowest responsible bidder* . . .” (Emphasis added.) The code further requires “public works projects” as defined by the Public Contract Code to be “bid, advertised and awarded in accordance with applicable sections of the California Public Works Contract Code.” (Paradise Municipal Code §2.45.100.) The Public Contract Code includes the “alteration” and “repair” of any public improvement “of any kind.”

C. Applicable Federal Regulations Require award to lowest responsible bidder.

The applicable federal regulations also require award to the lowest responsible bidder, and at a minimum require consideration of price as a central component of the analysis.

As an initial matter, the RFP’s quotations of the federal regulations are severely flawed, and the RFP ignores critical elements of the applicable regulations.. Initially, the RFP states that the project proposals will be “evaluated for competitive proposal procurement. These provisions are provided in 2 C.F.R. section 200.319(d)(4) provided below: ‘Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.’”

However, the RFP’s citations to the FEMA guidelines in the Code of Federal Regulations are both in error and incomplete. First, 2 C.F.R. section 200.319 does not have a subsection (d)(4), and does not include the quoted language. However, 2 C.F.R. §200.319 does provide guidance—guidance that require the bid to be awarded to JWB under the circumstances.

Section 200.319 *does* require that “[a]ll procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and section 200.320.” Section 200.319(c) likewise specifically identifies several “examples of situations” that “may restrict competition,” including “[o]rganizational conflicts of interest,” and “[a]ny arbitrary action in the procurement process.” Thus, section 200.319 makes clear that open and fair competition is the core concern for expenditure of public funds. Indeed, the central reason to bother with competitive bids is to ensure that public funds are used efficiently, and to avoid favoritism, fraud, and other conduct that would tend to waste public resources.

The language quoted in the RFP does appear in 2 C.F.R § 200.320, but the RFP ignores the most important part of § 200.320. Section 200.320 requires “Formal procurement methods” for contracts in excess of the “simplified acquisition threshold” of \$250,000. “Formal procurement methods are competitive” and the CFR identifies two methods: (1) sealed bid, and (2) proposals.

Section 200.320 describes the sealed bids method as “a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price.” The same section explains that “the sealed bids procurement method is preferred for procuring construction services.” Under the sealed bids method, the contract “is awarded in writing to the lowest responsive bid and responsible bidder.” (2 C.F.R. section 200.320(b)(1)(ii)(D).) Here, the bids resulted in fixed-price bids with unit prices. Consequently, this project must be awarded using the sealed-bid method under the federal regulations; and the contract must be awarded to the lowest responsible bidder.

The alternative “proposal” method used by the Town here is used only “when conditions are not appropriate for using sealed bids.” (Ibid.) (2 C.F.R. § 200.320(b)(2).) Using the proposal method, “all evaluation factors and their relative importance must be identified.” Only then does the language quoted in the RFP become pertinent: “Contracts must be awarded to the responsible firm whose proposal is *most advantageous to the program, with price and other factors considered.*” Even under the proposal method, the “price” is specifically identified in the regulation as a factor, demonstrating its importance. In fact, even the RFP itself states first that the “provided cost for evaluation will be evaluated first for overall reasonableness.” Nowhere in the Town’s process for selecting Warner’s proposal did the Town satisfy this first step. Given the extreme excess of Warner’s bid over the lowest four bidders’ numbers, Warner’s price simply cannot be considered reasonable. As a result, Warner should not have even made it to the interview process.

Even setting that aside, however, given that the Town’s evaluators agreed that JWB would be capable and well-suited to perform the work, JWB’s bid is the “most advantageous to the program” because it would accomplish all of the Town’s goals at a fraction of the cost of Warner’s bid.

D. The Town’s price evaluation process is not authorized by the C.F.R.

The RFP also states that the bid prices will be evaluated in accordance with “FEMA procurement guidelines 2 C.F.R. § 200.320(d)(4), the provided cost for evaluation will be evaluated first for overall reasonableness and then scored in direct relation to their variance from the lowest proposed cost based on the average cost.” (See RFP “Evaluation Criteria,” ¶f). However, 2 C.F.R. §200.320 does not have a subsection “(d)(4),” and 2 C.F.R. §200.320 does not include anything even similar to the cost scoring evaluation in

Table 1. Nor does §200.320 include any requirement for the weighting criteria in Table 2 of the RFP. FEMA’s Hazard Mitigation Assistance Program and Policy Guide (“FEMA Policy Guide”) also does not include the price-scoring criteria in either Table 1 or Table 2.

Despite the lack of apparent support for the RFP’s evaluation criteria in the C.F.R., the Town did not follow the RFP’s cost-evaluation process. First, there is no evidence that the Town ever assessed any of the bids for “overall reasonableness.” If that had occurred, it is difficult to conclude that Warner’s bid for \$6,104,852—the fifth highest bid of the seven bids received—could be considered “overall reasonable,” when four other bidders agreed to perform the work at prices hundreds of thousands—and several millions—of dollars lower.

Making matters worse, the combination of the Table 1 and Table 2 evaluations caused price to become by far the least important factor in the Town’s analysis when it should be the most important factor. As noted above, “lowest responsible bidder” and concerns about economy, efficiency, and waste of public resources are central themes in the Public Contract Code, the Paradise Municipal Code, and the Federal Regulations. Here, however, Table 2 relegated cost to a minor component of the analysis of only 15%. But then, overlaying the Table 1 process on top of the Table 2 weighting made the wild differences in bid price become minor blips in the overall analysis. Ultimately, the Town evaluators gave Warner 15 of 75 evaluation points for cost, and gave JWB 75 of 75 points—a difference of 60 points out of a total of 1500—a small fraction of even the 15% weight. Even under the improperly used “proposal” process, where “price and other factors” determine the winner, contract price is entitled to greater deference than granted by the Town’s evaluation process.

E. The Town’s price evaluation process did not follow the process required in the RFP.

RFP section 4 “Evaluation Criteria,” subsection (f) “Cost” sets forth the mechanism for evaluating Project cost under the RFP. After reviewing first for “overall reasonableness,” the bid prices are required to be “scored in direct relation to their variance from the lowest proposed cost based on the average cost. The lowest cost will receive the maximum score of available points.” (RFP, Section 4(f).) Table 1 then provides the methodology to evaluate costs—a methodology that the Town evaluators did not use.

Table 1 provides a four-step calculation: (1) subtract the lowest fee from the proposed fee; (2) divide the result of Step 1 by the average of all fees; (3) multiply the result of Step 2 by 20³ and round to nearest whole number to determine the number of points to deduct, and (4) subtract the result of Step 3 from the total score.

³ The RFP contains no explanation of why the scores are multiplied by 20 at this stage.

For Warner’s bid, Step 1 results in a difference of \$3,801,067 (the difference between Warner’s bid of \$6,104,852 minus the lowest bid of \$2,303,784). Step 2: \$3,801,067 divided by the average bid price of \$5,308,302.62 is 71.6%. Rounded to the nearest whole number results in 72%. Step 3 is to multiply 72% by 20 for a total of 14.4. (There is no explanation of why this figure is multiplied by 20 at this step.)

However, the “RFP CAT4 TC Proposal Evaluation Cost Summary” (“Cost Summary”) prepared by the Town shows dramatically different results. Step 1 on the Cost Summary shows a difference of only \$1,482,498.00 for Warner’s bid—approximately half of what it should be. The Town evaluators apparently subtracted Warner’s bid from the highest bid instead of from the lowest bid as required by the RFP methodology. The Cost Summary shows the variation percentage from Step 2 to be 27.9%, where it should be 71.6%.

For unexplained reasons, the “Points to Deduct” column then shows a deduction of “-4” for Warner. And then the “Cost Score Rounded” is reduced against from -4 to -1 for Warner without any explanation of how to “round” -4 to -1. This is particularly curious when Mountain Enterprises “Points to Deduct” score is 8, and was also “rounded” to -1, and JWB’s score was -14, and was “rounded to” -5.

It is unclear what process the Town used to calculate the price comparison component of the evaluation. However, what is clear is that the Town did not follow the formula included in the RFP.

F. An award to Warner would effectively ignore the contract price as an element of the award.

The evaluation process offered a maximum score of 1500 points—500 points for each of three evaluators. Warner scored 1175 total “evaluation points.” JWB scored 1156.5—just 18.5 points fewer than Warner of 1500 total points. One of the evaluators scored JWB 7.5 points *higher* than Warner. The second scored JWB just 1.5 points behind Warner. For this nearly impossible-to-see difference, the Town appears perched to spend \$3.5 million extra dollars to perform the same work.

What is so glaring, however, is that to get 18.5 evaluation points more—a 1.2% improvement out of a total of 1500 such points—the Town is prepared to pay **241% more**. That is the equivalent of **\$193,133 for each of the 18.5 “evaluation points.”**

The very purpose of the public-bidding laws, the Paradise Municipal Code, and the Federal Regulations is to ensure proper, efficient, and economical use of public funds. There is simply no viable argument to support paying more than \$6.1 million to complete

work than can be done for \$2.5 million based on a 1.2% difference on the Town's flawed and subjectively weighted evaluation scale.⁴

G. The record shows that the Town's evaluators considered improper bases in issuing their preferences for award.

The Federal Regulations state clearly that even when using the proposal method, the recipient's procurement procedures "must ensure that all solicitations . . . Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals." (2 C.F.R. 200.319(d)(3).) The interview notes of the Town's evaluators make clear that the evaluators considered factors that were not disclosed in the RFP for evaluating bids or proposals.

The RFP included six evaluation criteria: (1) experience; (2) personnel; (3) availability; (4) proposal format; (5) project understanding, approach, and scope of work; and (6) cost. (See RFP, 4. Evaluation Criteria.) JWB's bid and interview responses demonstrate that it has the experience, personnel, availability, and project understanding and approach to complete the Project successfully. Further, JWB's proposal met every technical RFP requirement, and was more than \$3.5 million less than Warner's bid. JWB checked off each of the evaluation criteria identified in the RFP, but the Town evaluators propose to reject JWB's bid for reasons not identified in the RFP.

However, the Town's interview questions and evaluations demonstrate that the Town evaluators considered factors well outside the evaluation factors identified in the RFP. One of the questions on the evaluation forms is "can we see ourselves working well with this contractor? Do they demonstrate good communication and teamwork skills." Communication and teamwork are not items listed in the RFP as factors to be evaluated. The RFP and its attachments defined the work clearly and concisely, including the specific numbers and locations of trees to be removed. No special "teamwork" beyond what has made JWB successful on numerous other projects was identified in the RFP. Nevertheless, JWB demonstrated its intent to thoroughly communicate with Town personnel, BCFSC, and property owners.

One evaluator responded "No" to this question, without offering any examples or reasons for reaching this conclusion. Nothing in the RFP evaluation criteria mentioned that bidders would be tested on an undefined notion of "communication and teamwork skills."

Another question was whether the contractor demonstrated a "strong fit with the project's ethos and requirements." The "project ethos" and "fit" were not identified in the RFP as evaluation criteria. Remarkably, despite JWB's acknowledged history of successful projects, one evaluator found that JWB's "ethos was lacking." The dictionary defines "ethos" as "the disposition, character, or fundamental values peculiar to a specific person,

⁴ The expenditure of more than \$3.5 million more than is necessary indicates that the price is not reasonable as discussed more fully in Section L, below.

people, culture, or movement.” However, nothing in the evaluators comments indicated anything about JWB’s character that justified being described as “lacking.” Indeed, JWB would not have a track record of similar successful projects if it did not possess the necessary “ethos” to perform the work in the best interests of the Town and its residents.⁵

H. The record shows that the Town’s evaluators misinterpreted interview responses.

According to the Town’s email debrief provided to JWB on December 3, 2024, and the evaluators’ interview notes, significant discrepancies plague the Town’s evaluation. One evaluator comment that occurred several times was a concern that JWB would not have crews available after June/July 2025. However, at best this conclusion was a gross misinterpretation of JWB’s comments during the interview.

JWB’s comments about having work beginning in the Summer months was to show that JWB had complete availability between project award and the Summer of 2025. Accordingly, JWB could dedicate 100% of its personnel to this job because it had no other commitments during the time period. One evaluator noted that JWB said that its management team was 100% available, and that JWB anticipated “no concerns,” “unless it rained steady now through June.” Another evaluator noted that JWB was “[s]pecific and targeted on building team including local subcontractors provides more than enough capacity for the duration of the contract/project.” Another evaluator noted that JWB indicated that it had “no work lineup till June/July for crews, 2-2 ½ month timeline for project completion.”

The same evaluator noted that JWB “have capacity,” however “stated project (Borel) beginning June/July 2025.” In fact, what JWB explained is that the Borel project was finishing around the time this Project would start so that JWB’s crews would be completely available for this Project through the summer. However, for unexplained reasons, the Town’s evaluators concluded that JWB’s freedom to focus on this project was a weakness in JWB’s proposal. However, JWB’s indicated its plan to complete the work on a 2 1/2 -month timeline, and it would be complete long before June or July. Even if weather-caused delays doubled the project duration, JWB would still be finished before its work in the Summer became any sort of concern. Further, JWB never said that it would not be able to work during the Summer—only that it was completely free until that time.

Another stated “concern” was whether JWB could complete the work for its bid price. JWB explained that it planned to achieve 30 trees per day per crew. Some evaluators questioned whether this rate could be sustained, and whether JWB could perform the work at the cost it bid. Given JWB’s extensive experience with post-fire tree removal (much of that experience noted by the evaluators), there is no reason to conclude that

⁵ If the City intends to reject JWB’s bid based on a “lack of ethos,” then JWB must receive a due process hearing to prove otherwise.

JWB would not be able to achieve its planned production rates. More important, however, one of the evaluators provided a more accurate statement of JWB's comments: "weather could be a challenge and potentially increase cost (likely not). . . . ***If underbid, it's on Bamford.***" (Emphasis added.) In other words, even if unanticipated events would increase JWB's cost, JWB understood that those cost increases would be JWB's responsibility, and would not be passed through to the Town. Indeed, JWB's bid was a firm fixed-price contract for a well-defined scope of work. Absent some change to the scope of work, JWB would not be entitled to extra costs.

More to the point, however, is that even if JWB's costs more than doubled (incredibly unlikely) and even if all of those costs could be passed through to the Town (even more unlikely), the Town would ***still have received the work for a lower price than Warner's bid*** with more than a million dollars left to spare.

I. Because the Town's decision to reject JWB's bid is a de facto determination that JWB is not a responsible bidder, JWB is entitled to a due process hearing before the Town may reject JWB's bid.

A responsible bidder is one that can perform the contract as promised. (*Ibid.* [citing *Taylor Bus Serv., Inc. v. San Diego Bd. of Educ.* (1987) 195 Cal.App.3d 1331, 1341].) "A bidder is responsible if it can perform the contract as promised." See *Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341). A determination of non-responsibility must afford the contractor found not responsible the opportunity to present evidence on its behalf. (See *City of Inglewood-L.A. County Civic Center Auth. v. Superior Court* (1972) 7 Cal.3d 861, 871; see also *D.H. Williams Construction, Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757, 764; see also *Boydston v. Napa Sanitation Dist.* (1990) 222 Cal.App.3d 1362, 1369.)

Here, the evaluators' lower scores for JWB were based entirely on the evaluators' subjective interpretations that JWB is not able to perform the work within the time contemplated, or does not have the necessary "ethos" to perform the work. Thus, the Town's decision not to award to JWB is tantamount to a determination that JWB is not a responsible bidder because it cannot perform the work. Consequently, the Town must afford JWB the opportunity to be heard in order to prove that it is responsible.

J. The fact that Warner's bid was selected by the Town in both bids raises troubling questions about whether the bid process was open and competitive.

This project has been bid twice. The first bid attempt had even more bidders than the seven bidders during this second attempt. In both instances Warner was many millions of dollars higher in price than multiple other bidders. In the first bid, despite having lower bidders that would be perfectly capable of performing the work, the Town intended to ignore every other lower bid from capable contractors and award to Warner. In this bid,

Warner's \$6.1 million+ bid was the fifth *highest* bid.⁶ But despite there being yet again multiple bids that were hundreds of thousands and multiple millions of dollars lower than Warner's bid, the Town's selection process somehow nevertheless selected Warner over every other bidder.

The fact that the Town's evaluators selected Warner in two separate bids even though Warner was not close to the lowest responsible bidder in either bid raises substantial concerns about whether the bid process was truly open and competitive as required by the Public Contract Code, the Paradise Municipal Code, and the federal regulations.

One of the evaluators stated that Warner "believe in this project as members of the committee and want to complete it with excellence." It is unclear what committee Warner has a presence on, but the evaluator's specific notation of that membership coupled with the unusual decision to choose a single bidder that is so much higher than the low bidder in both bids calls into question what undisclosed factors played a roll in the Town's selection.

K. At the barest minimum, the Town should require Warner to match JWB's price in order to be awarded the contract in order to ensure proper use of public funds.

The RFP makes clear that the Town reserves the right to negotiate the final contract value with the selected bidder. If the Town refuses to reconsider its award to Warner, at the minimum the Town should use its power to negotiate the contract amount to require Warner to match JWB's price in order to receive the contract. This would serve to ensure that public funds are not wasted, and that the Town receives fair value for what it is paying for.

L. The Town's award to Warner risks reduction in the amount of available assistance.

FEMA's published guidelines underscore the importance of awards to the "lowest responsible bidder" when it determines that project costs are reasonable, and therefore reimbursable. FEMA's Hazard Mitigation Assistance Program and Policy Guide ("FEMA Policy Guide") expressly underscores the importance of awards to the lowest responsible bidder. More important, FEMA looks to whether the contract was awarded to the lowest responsible bidder when determining whether it will reimburse costs incurred by a recipient.

⁶ Interestingly, Warner's first bid was \$7,396,000. In the second round of bidding, Warner reduced its bid by to \$6,104,852—a reduction of \$1,291,148 or approximately 18%. For exactly the same scope of work, Warner was able to reduce its price by nearly 18% prompting the question of how much excessive markup Warner has included in its bids.

“A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the non-federal entity decides to incur the cost.” (FEMA Policy Guide, 4.K.1.) “FEMA determines reasonableness by evaluating, among other things, (1) “[w]hether the applicant complied with the procurement requirements . . . FEMA generally considers contract costs reasonable when the non-federal entity adheres to full and open competition under federal procurement requirements,” and (2) “[w]hether the non-federal entity selected the lowest responsible bidder based on the selection criteria. . .” (FEMA Policy Guide, 4.K.1.1.) Further, the Federal Regulations provide: “A cost is reasonable if it does not exceed the amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost.” (2 C.F.R. § 200.404.) One of the central factors considered to determine if a cost is reasonable is “[w]hether the cost represents a deviation from the recipient’s or subrecipient’s established written policies and procedures for incurring costs.” (2 C.F.R. § 200.404.) Here, the Town’s established written policies require award to the lowest responsible bidder. To do otherwise would suggest that FEMA would conclude those costs are not reasonable.

Perhaps most important for the Town, “[i]f FEMA determines any of the costs to be unreasonable based on its evaluation after completing the evaluation and ensuring that all appropriate costs and factors are included as described above, FEMA may disallow all or part of the costs by adjusting eligible assistance to an amount it determines to be reasonable.”

Regardless who the Town decides to award the contract, the Town (and the BCFSC) should be extremely cautious to ensure that all costs are reasonable. The last thing the Town needs is to enter a contract with Warner and then have FEMA disallow some portion of the expense. Given the Warner’s extreme overbid, the Town must consider this risk.

Conclusion

In addition to the legal requirements set forth in this letter, as stewards of public funds, the Town and the BCFSC have the moral imperative to ensure that those public funds—no matter their sources—are used to the maximum public benefit. An award for millions in excess of what the project should cost would be an example of waste of taxpayer funds of the first order. Regardless which contractor the Town awards the contract, it should not be for millions of dollars more than is necessary.

Very truly yours,

REYNOLDS TILBURY WOODWARD LLP



Treven Tilbury

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Federal Financial Assistance

Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D – Post Federal Award Requirements

Procurement Standards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) **Micro-purchases** –

(i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may

self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold is consistent with State law.
- (v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) **Simplified acquisitions –**

- (i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.
- (ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

- (1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.
 - (i) For sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.
- (B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
- (D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
- (E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

- (i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
- (ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
- (iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The procurement transaction can only be fulfilled by a single source;

- (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
- (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- (5) After soliciting several sources, competition is determined inadequate.

**TOWN OF PARADISE
URGENCY ORDINANCE NO. 639**

**AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF PARADISE AMENDING PORTIONS OF CHAPTER 2.45 OF THE
PARADISE MUNICIPAL CODE RELATING TO THE TOWN'S PURCHASING SYSTEM**

The Town Council of the Town of Paradise does ordain as follows:

Section 1. Emergency Findings.

This Urgency Ordinance is adopted pursuant to California Government Code Section 36934 and shall take effect immediately upon its approval by at least a four-fifths vote of the Town Council. The Council finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon facts set forth in this Ordinance. The Council also finds that there is a significant need for clarification of the Town's purchasing system to plainly outline the method of procurement of goods and services involving federal or state funding, or professional services.

Section 2. Purpose and Policy of Purchasing System

Section 2.45.010 (B) is hereby amended to read as follows, "This chapter shall apply to contracts for the procurement of town supplies and services. ~~It shall apply to every expenditure of public funds irrespective of the source of funds.~~ When the procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with all applicable

1 federal laws and regulations and with the terms/conditions of any
2 grant, gift or bequest consistent with law. In addition, this
3 chapter shall not apply to contracts for professional services.

4
5 **Section 3. Severability.**

6 If any section, subsection, sentence, clause, or phrase of this
7 Ordinance is for any reason held to be unconstitutional or invalid,
8 such decision shall not affect the validity of the remaining
9 portion of this Ordinance. The Town Council hereby declares that
10 it would have passed this Ordinance and every section, subsection,
11 sentence, clause or phrase thereof irrespective of the fact that
12 any one or more sections, subsections, sentences, clauses or
13 phrases be declared unconstitutional or invalid.

14
15 **Section 4. Effective Date and Publication.**

16 This Ordinance shall be and the same is hereby declared to be in
17 full force and effect immediately upon its passage by a four-
18 fifths (4/5) or greater vote. The Town Clerk of the Town of
19 Paradise is authorized and directed to publish a summary of this
20 Ordinance before the expiration of fifteen (15) days after its
21 passage. This Ordinance shall be published once, with the names
22 of the members of the Town Council Members voting for and against
23 it, in the Paradise Post, a newspaper of general circulation
24 published in the Town of Paradise, State of California. A complete
25 copy of this Ordinance is on file with the Town Clerk of the Town
26

1 Council and is available for public inspection and copying during
2 regular business hours in the office of the Town Clerk.

3

4 **PASSED AND ADOPTED** by the Town Council of the Town of Paradise,
5 County of Butte, State of California, on this 12th day of November,
6 2024 by the following vote:

7

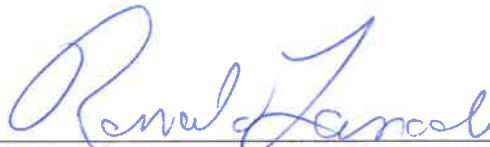
8 **AYES:** Greg Bolin, Steve "Woody" Culleton, Rose Tryon
and Ronald Lassonde, Mayor

9 **NOES:** None

10 **ABSENT:** Steve Crowder

11 **ABSTAIN:** None

12



Ronald Lassonde, Mayor

13

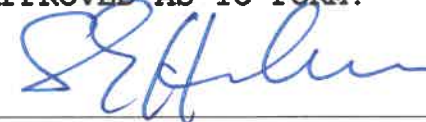
14 **ATTEST:** 11-13-2024

APPROVED AS TO FORM:

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Melanie Elvis
Town Clerk



Scott E. Huber
Town Attorney

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DEPARTMENT OF INDUSTRIAL RELATIONS

Katrina S. Hagen, Director

Office of the Director

1515 Clay Street, 17th Floor

Oakland, CA 94612

Tel: (510) 286-7087 Fax: (510) 622-3265



February 7, 2023

Dennis B. Cook
Cook Brown, LLP
2407 J Street, 2nd Floor
Sacramento, CA 95816

Re: Public Works Case No. 2021-002
Post Carr Fire Hazardous Fuels Reduction Project
California Department of Forestry and Fire Protection

Dear Mr. Cook:

This constitutes the determination of the Director of Industrial Relations regarding coverage of the above-referenced project under California's prevailing wage laws, and is made pursuant to California Labor Code section 1773.5¹ and California Code of Regulations, title 8, section 16001, subdivision (a). Based on my review of the facts of this case and an analysis of the applicable law, it is my determination that the hazardous fuel reduction project (Post Carr Project or Project) is not public work and not subject to the requirements related to the payment of prevailing wages.

Facts

The 2018 Carr Fire caused extensive damage in and around Shasta County, burning more than 229,000 acres. Subsequent to the fire, the California Governor's Office of Emergency Services (Cal OES) administered the performance of extensive work related to the fire, including removal of burned ash, recyclable metals, concrete, contaminated soil, and trees. This work was funded by the Federal Emergency Management Agency (FEMA) and was completed in 2019.

The McConnell Foundation (McConnell) intends to carry out the Post Carr Project pursuant to a grant from California Department of Forestry and Fire Protection (CAL FIRE).² The Project will remove brush and vegetation on private property in the wildland-

¹ Unless otherwise indicated, all further statutory references are to the California Labor Code and all subdivision references are to the subdivisions of section 1720.

² The Project is funded through a \$12.6M grant from CAL FIRE and is limited to vegetation removal and management on private property. The grant program is variously identified as a "Greenhouse Gas Reduction Fund Grant Project" and a component of

urban interface west of Redding and is intended to increase fire resiliency and reduce impacts from future wildfires.

McConnell intends through the Project to engage in a process of reducing the hazardous fuels present within the footprint of the Carr Fire in the form of the removal of brush, vegetation, and trees. The Project is intended to reduce hazardous fuels and reduce the probability of “subsequent moderate - to high-severity reburns.” (Grant Agreement No. 5GG18119 - Post Carr Fire Hazardous Fuels Reduction, Dec. 10, 2020.) The Project will not overlap with any of the FEMA funded work previously overseen by Cal OES and is limited to vegetation and tree removal on private property.

Discussion

All workers employed on public works projects must be paid at least the prevailing wage rates applicable to their work. (§ 1771.) Section 1720, subdivision (a)(1) defines “public works” to mean: construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Section 1720, subdivision (a)(8) also defines “public works” to include tree removal done in the execution of a project under subdivision (a)(1). Further, maintenance work is another type of public work, and the prevailing wage law expressly applies to “contracts let for maintenance work.” (§ 1771; *Reliable Tree Experts v. Baker* (2011) 200 Cal.App.4th 785, 795-796 (*Reliable Tree*).)

There is no dispute that the Project is done under contract and paid for out of public funds. McConnell contends that the work it intends to perform for the Project does not qualify as public work under California’s prevailing wage laws, arguing that the work is not covered under section 1720, subdivisions (a)(1), (a)(8), or section 1771.

A. The Project Does Not Involve Construction, Alteration, Demolition, Installation, or Repair Work.

Tree removal work done in the execution of a public works contract involving construction, alteration, demolition, installation, or repair work is public work. (§ 1720, subs. (a)(1) & (a)(8).)

The removal of brush, vegetation, and trees for the Project cannot be characterized as construction, alteration, demolition, installation, or repair work as those terms have been defined under section 1720, subdivision (a)(1). Nor will the work to remove brush, vegetation, and trees be done in the execution of a project involving construction, alteration, demolition, installation or repair work. (See § 1720, subd. (a)(8).)

“California Climate Investments.” (Grant Agreement No. 5GG18119, Post Carr Fire Hazardous Fuels Reduction, Dec. 10, 2020.)

Thus, the work to be performed as part of the Project is not covered under the provisions of section 1720, subdivision (a).³

B. The Project Does Not Entail Maintenance.

Section 1771 expressly requires the payment of prevailing wages for work performed under maintenance contracts. (*Reliable Tree, supra*, 200 Cal.App.4th at p. 788.) The Court of Appeal has held that work involving trees and their removal along state highways constituted maintenance for the purposes of the prevailing wage law. (*Ibid.*) Following *Reliable Tree*, the Department has found tree removal under certain circumstances to constitute covered maintenance work under the prevailing wage law. (PW 2020-008, *Camp Fire Tree Removal Work – California Department of Resources Recycling and Recovery* (Apr. 29, 2020) (*Camp Fire*); PW 2018-030, *Salinas Fairways Tree Removal - City of Salinas* (July 29, 2021) (*Salinas Fairways*).⁴)

Work may constitute maintenance under the Labor Code and related regulations if it is “[r]outine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.” (§ 1771, Cal. Code Regs., tit. 8, § 16000.) As such, to qualify as maintenance, the work performed must be intended to preserve, protect, or keep a publicly-owned or a publicly-operated facility. Here, the Project will take place exclusively on private property, none of which is operated by a public entity, and McConnell does not anticipate that any of the work will take place in proximity to public rights-of-way. Because the Project is not anticipated to preserve, protect, or take place on publicly-owned or publicly-operated facilities or other real property, the work cannot constitute maintenance as it is defined by the Labor Code and implementing regulations.

³ None of the other definitions of “public works” in section 1720, subdivision (a) appear to be applicable to the work at issue in the Project. (See § 1720, subds. (a)(2) - (a)(7).)

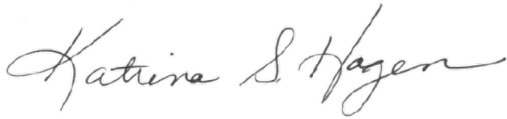
⁴ The removal of trees after a massive fire was required in order to remove obstructions from public rights-of-way and maintain the public rights-of-way in a safe, efficient and continuously usable condition for public use, as well ensuring public safety and reducing the risk of future invasive insect infestations. (*Camp Fire, supra*, PW 2020-008 at p. 6.) The removal of trees damaged in a storm from a publicly owned golf course was found to constitute maintenance. (*Salinas Fairways, supra*, PW 2018-030 at p. 4.)

Conclusion

For the foregoing reasons, the Post Carr Project is not public work and not subject to the requirements related to the payment of prevailing wages.

I hope this determination satisfactorily responds to your inquiry.

Sincerely,

A handwritten signature in cursive script that reads "Katrina S. Hagen".

Katrina S. Hagen
Director of Industrial Relations



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 5(c)

ORIGINATED BY: Scott E. Huber, Town Attorney
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Bid Protest from P31 Enterprises, Inc., Related to Tree Contractor Contract for Phase 2 of the Category 4 Tree Removal Program
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Hold a bid protest hearing related to the bid protest from P31 Enterprises, Inc.; and
2. Reject the bid protest by P31 Enterprises, Inc. for the HMGP Category 4 Hazard Tree Removal Program; or
3. Provide alternative direction to Staff. (ROLL CALL VOTE)

Background:

The Town of Paradise has been working alongside FEMA and CalOES since 2019 on the funding and implementation of the Category 4 Tree Removal Program. Full approval of the project was granted in September 2024 and staff has been working on initial monitoring and final surveying of the properties moving forward with tree removal. We anticipate removing nearly 11,000 trees over the next 6-9 months.

Analysis:

The Town of Paradise (TOP) is seeking one Licensed Timber Operator (LTO-A) Contractor referred to herein as the Tree Removal (TR) Contractor, to assist the Butte County Fire Safe Council (BCFSC) and Town of Paradise (TOP) with the Federal Emergency Management Agency (FEMA) Category 4 Tree Removal Program (HTRP- 0305), which removes hazardous burnt trees left from the 2018 Camp Fire that threaten private property that were not part of the prior hazardous tree removal activities.

- RFP # TOPC42024 was posted on October 29, 2024
- The RFP was closed on November 12, 2024 with 7 proposals submitted.
- P31 Enterprises, Inc. (“P31”) submitted a proposal that conformed with the requirements of the RFP, and the proposal was fully considered.
- All proposals were scored by our review team consisting of Town of Paradise and BCFSC Staff.
- After scoring, two proposals were identified as the top proposals received and moved forward to an interview presentation.

- After the interview presentations, the review team unanimously chose **Warner Enterprises** for the award of the contract based on their experience, history of working in Paradise, project plan and understanding of the project needs.

Following announcement that Warner Enterprises would be awarded the contract, P31, through its counsel, timely filed a bid protest on December 23, 2024. Staff responded to the bid protest on January 8, 2025, a copy of which is attached to this Agenda Summary.

In short, this project relates to trees and vegetation that are located on private property and that can only impact private property. As such, this is not a “public works project” as defined in statute. Accordingly, the requirements to award a contract to the lowest bidder do not apply.

The scoring rubric utilized in this matter was published in the RFP, and it was followed with precision. Warner Enterprises received the highest score following the submittal of its response and completion of the interview process.

Staff believes that the bid protest by P31 is without merit and should be rejected.

Financial Impact:

As to the bid protest and hearing, there is no financial impact.

Scott E. Huber
shuber@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

January 8, 2025

VIA E-MAIL ONLY
sfilippini@downeybrand.com

Sean J. Filippini
Downey Brand
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

Re: Town of Paradise Response to Bid Protest to HMGP Category 4 Hazard Tree Removal Program (RFP#TOPC42024)

Dear Mr. Filippini:

I am writing on behalf of the Town of Paradise in response to the letter you wrote entitled “Bid Protest to HMGP Category 4 Hazard Tree Removal Program (RFP#TOPC42024)” dated December 23, 2024 on behalf of P31 Enterprises, Inc. (“P31”). The letter indicated that you were writing on behalf P31 to lodge a protest regarding the potential award of the “HMGP Category 4 Hazard Tree Removal Program – Town of Paradise,” project agreement to another bidder. After reviewing your letter, it appears that the basis of this protest rests upon a misunderstanding of the Project, which I will outline herein.

I want to begin by reiterating that the letter you attached related to potential Government Code 1090 concerns was to alert P31 to potential legal issues on their/your end. P31’s argument that the creation of a category of work necessarily entitled them to the work was erroneous; and further that it presented a conflict between Phases I and II. As an attorney for the Town of Paradise, I felt it would be appropriate to ensure that this issue was noted by your client and considered prior to the time and expense required to prepare and submit a proposal for this phase of work. As further elucidated during our post bid debriefing, this concern did **not** hinder P31’s ability to compete with all of the other proposers for this phase of work within the parameters outlined in greater detail below. Further, as we discussed during the requested post bid debriefing on December 13, 2024, Government Code section 1090 was not considered in any way by those who reviewed and scored the proposals.

It is well understood that trees which are classified in the Category 4 Hazard Tree Removal Program are trees owned by private parties, situated on private property and, should the trees fall, they will remain entirely on private property. These are not trees that are owned by a public agency. Further, should any of the trees fall, they will not fall on public property or a public right of way.

On October 29, 2024, the Town of Paradise (“Paradise”) published Request for Proposals (“RFP”) number TOPC42024 “HMGP Category 4 Hazard Tree Removal Program,” (the “Project”). The RFP was issued seeking responses from timber operator(s) licensed by the state of California wishing to assist Butte County in performing tree removal work in connection with removal of hazardous burnt trees which pose a danger to private property. As indicated in RFP #TOPC42024, (the “RFP”) this is not a public works project. The RFP reads, “This project is not a public works project requiring award to the lowest qualified bid and agreement is subject to FEMA regulations for reimbursement of costs.” (TOWN OF PARADISE, *REQUEST FOR PROPOSALS CALIFORNIA LICENSED TIMBER OPERATOR “A” (LTO-A) RFP #TOPC42024 HMGP CATEGORY 4 HAZARD TREE REMOVAL PROGRAM* (2024), 11 [hereinafter *RFP #TOPC42024*]). Therefore, the California statutory “lowest responsible bidder” requirements do not apply. Interested parties who disagreed with the determination and decided to proceed with submitting a proposal were required to “Immediately inform the Town of any problems with” the solicitation. (*RFP #TOPC42024* § 3.1(c).) A failure to request clarification or inform Paradise that this was, in P31’s opinion, a problem with RFP #TOPC42024 prior to submitting their bid constitutes agreement with the terms of the document and a waiver of P31’s ability to challenge the determination now.

Further, this determination is supported by the California Department of Industrial Relations’ (“DIR”) most recent public works coverage determination related to Federal Emergency Management Agency (“FEMA”) funded clean up after the Carr wildfire. (*Post Carr Fire Hazardous Fuels Reduction Project California Department of Forestry and Fire Protection, PW Case No. 2021-002* (Cal. Dep’t of Industr. Rel. February 7, 2023) [hereinafter *Public Works Case No. 2021-002*].) The DIR issued *Public Works Case No. 2021-002*, a written determination that the FEMA funded proposal to remove vegetation and trees on private property damaged by the Carr fire was not a public works project subject to prevailing wage requirements. (*Supra.*) The description of this Project is nearly identical to the Post Carr Fire project, confirming Paradise’s assessment that this is not a public works project.

Additionally, the RFP clearly states that this Project is eligible for FEMA funding and therefore the contract would be awarded pursuant to FEMA’s eligibility requirements. In fact, the RFP references the appropriate section from the Code of Federal Regulations the Town of Paradise would be utilizing to review and score the proposals it received from hopeful bidders. The RFP reads, “FEMA procurement regulations require that cost be evaluated for competitive proposal procurement. These provisions are provided in 2 C.F.R. § 200.319(d)(4) provided below: ‘Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.’” (*RFP #TOPC42024*, at 11; see 2 C.F.R. § 200.320(b)(2)(iii).) While the reference in RFP #TOPC42024 should be to 2 C.F.R. § 200.320(b)(2)(iii), the quotation utilized is correct and comes from the appropriate subsection of the Code of Federal Regulations, which deals with proposals. As such, bidders were appropriately notified of the evaluation procedure which the town would utilize as well as the

fact that it would not be granted solely based on the lowest responsive bid. Further, the code of federal regulations indicates elsewhere that prospective government contractor is **not** entitled to contract award merely because it is the low bidder. (27 C.F.R. § 9.103(c).) For this reason, there are more categories in the scoring assessment of the proposals than simply price.

Paradise goes on to outline the scoring system for proposals which also clearly indicates that the Project agreement will **not** simply be granted to the lowest responsible bidder. (*Id.* at 12-14.) Instead, it plainly lists the weight given to each category when assessing the proposals. (*Id.*) This system is both consistent with Code of Federal Regulations Title 2, sections 200.319 and 200.320, and was disclosed prior to the submission of a proposal or bid packet. As such, the appropriate time to challenge the evaluation criteria, weight of each category and process by which the final agreement will be awarded, was *prior* to the submission of a bid. (*Id.* at § 3.1.)

Finally, the letter cites incorrect language from the Paradise Municipal Code. Paradise Municipal Code section 2.45.010(B) reads “When the procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with all applicable federal laws and regulations and with the terms/conditions of any grant, gift or bequest consistent with law. In addition, this chapter shall not apply to contracts for professional services.” This language was recently updated by the Town Council. We have attached the most recent language of the applicable section of the Paradise Municipal Code for your reference.

Further, Paradise Municipal Code section 2.45.080 does not apply to this contract, because as established above and delineated in RFP #TOPC42024, this Project is not a public works contract. Therefore, Paradise appropriately considered the factors in each proposal, including price, and intends to award the agreement to the “firm whose proposal is most advantageous” “with price **and other factors considered.**” (2 C.F.R. § 200.320(b)(2)(iii).)

In light of the above authorities, the other points raised in your letter are irrelevant to the analysis of this matter and do not change the outcome. Accordingly, we decline to recite and refute each of them individually.

Paradise did everything in its power to make clear to potential bidders that it would consider more factors than price when considering the award of the agreement. Paradise vehemently disagrees with the irresponsible assertions in P31’s letter that the consideration of factors other than price in the award of this agreement is an attempt to flout the law or to waste tax dollars on such an important project.

We have scheduled a bid protest hearing for January 14, 2025, at the regularly scheduled Town Council Meeting. The Meeting will begin at 6:00 pm and will take place at Paradise Town Hall, located at 5555 Skyway, Paradise, CA 95969. Should JWB wish to maintain its bid protest after receipt of this opinion from the Town of Paradise, representatives of JWB will be required to appear at the hearing. The Town Council will offer up to 10 minutes for JWB or its representatives to make a presentation to the Town Council in support of its position. Please be

Sean J. Filippini
January 8, 2025
Page 4

aware that JWB's protest does not require Paradise to delay the award of the Agreement to the bidder it has deemed the most advantageous.

Sincerely,



Scott E. Huber
COLE HUBER LLP

SEH/JM

Attachments:

P31 Enterprise, Inc.'s Letter dated December 11, 2024
2 C.F.R. § 200.320
Paradise Municipal Code section 2.45.010
DIR Public Works Case No. 2021-002



December 23, 2024

VIA E-MAIL AND U.S. MAIL

Director of Recovery and Economic
Development Department & Project Manager
Brian Solecki
Town of Paradise
5555 Skyway
Paradise, CA 95969
bsolecki@townofparadise.com

Re: **Bid Protest to HMGP Category 4 Hazard Tree Removal Program
(RFP#TOPC42024)**

Dear Mr. Solecki:

This office represents P31 Enterprises, Inc. (“P31”). The purpose of this letter is to formally protest the Town of Paradise’s (the “Town”) anticipated award of the “HMGP Category 4 Hazard Tree Removal Program,” RFP#TOPC42024 (the “Project”) to Warner Enterprises, Inc. (“Warner”).

INTRODUCTION

P31 is the Project’s lowest responsive and responsible bidder out of seven bidders. P31’s bid is for \$2,303,784.36. Warner is the Project’s fifth highest bidder. Warner’s bid price is \$6,104,852. Warner’s bid is \$3,801,067.64 higher—a staggering 265% higher bid price. None of these facts are disputed. This alone dictates that P31’s protest be sustained and the Project be awarded to P31.

Under any and every conceivable bid evaluation methodology, the Project must be awarded to P31. The Code of Federal Regulations mandates that the Project be awarded to P31. The California Public Contract Code mandates that the Project be awarded to P31. The Town’s Municipal Code mandates that the Project be awarded to P31. Finally, basic logic and common sense dictates that the Project be awarded to P31.

In any event, this analysis begins and ends with the fact that there is no exception to the California Public Contract Code’s requirement that the Project be awarded to the lowest responsive and responsible bidder. The Town has never provided a rationale for the abandonment of this fundamental requirement, other than by asserting that 75% of the Project’s funds come from the Federal Government and thereby inferring that the California Public

Contract Code's requirements are somehow inapplicable. However, neither the California legislature—nor any other Federal legislative body—has ever created a “funding” exception to the Public Contract Code's requirements. For this reason alone, this protest should be sustained and the Project awarded to P31.

The Town's potential award of the Project to Warner under these circumstances—which would entail an egregiously excessive waste of \$3,801,067.64 for the exact same scope of work—is wildly inconsistent with the Town's long established history of good stewardship of taxpayer funds. The fact that 75% of the Project's funding is coming from Federal Taxpayers and 25% is coming from California State Taxpayers is not a reason justifying the Town's abandonment of its history of good stewardship of taxpayer dollars. If anything, these circumstances justify an even stronger stewardship of federal and state taxpayer dollars. This is especially true given the very recent lobbying undertaken by Town Councilman Steve Crowder in Washington DC.

As you may be aware, Councilman Crowder traveled to Washington DC in November to lobby Federal lawmakers for taxpayer dollars to benefit the Town's Camp Fire survivors. Despite these efforts, the very same month, the Town's staff inexplicably determined that it was appropriate to unnecessarily waste \$3,801,067.64 of taxpayer dollars in selecting Warner over P31. This completely defies logic and common sense—and would almost certainly draw intense public scrutiny if the Town proceeds with an award to Warner under these circumstances.

Accordingly, the Town must reconsider its expressed intent and make an ultimate decision that is consistent with both its legal obligations and basic common sense.

LEGAL ANALYSIS

A. P31 Is Not Precluded From Being Awarded the Project Under Government Code Section 1090

Following the Town's receipt of the first round of bids for Phase II of the Project earlier this year, the Town asserted that P31 was prohibited from being awarded the Project because of Government Code section 1090. The Town previously concluded that P31's role as the arborist/contractor during Phase I of the Project disqualified it from participating in Phase II of the Project under section 1090.

In a May 13, 2024 letter to my office,¹ Town attorney Scott Huber stated, in relevant part:

- “In light of the Government Code and interpreting opinions, P31 cannot be hired to advise on the scope of a project and then be awarded the subsequent phases of that same project because **its advisement sets the scope of the project work to be achieved**. Here, P31 advised the Town on, assessed, and identified hazardous trees in Phase I. It thus has a conflict of interest precluding it from benefitting in Phase II from **the scope of work P31 itself created**. See e.g., Govt. Code §§ 1090; 1097.6.” (Emphasis added.)

¹ Attached hereto as **Exhibit A**.

My office subsequently sent a response letter to Mr. Huber's May 13 letter where we expressed our disagreement with this determination. All bids were eventually rejected on the Project's first round of bidding, however neither Mr. Huber nor anyone else at the Town ever responded to our response letter.

Although the Town expressed the position that P31 was precluded from further bidding, and never responded to my firm's response letter, P31 proceeded to submit a bid for the second (and present) round of bidding on the Project. As noted above, P31 is the lowest responsive and responsible bidder of the seven bidders. Despite this, the Town did not provide P31 with an interview, but did provide the second and fifth highest bidders with interviews. P31 therefore assumed that it was not being considered for an award because of the Town's prior determination that P31 was precluded based on the alleged unfair advantage it had over the other bidders arising from the Project's scope of work it supposedly "set" and "created."

On December 13, 2024, during P31's "debriefing" session, the Town's attorney, Mr. Huber, represented that the Town had reversed its prior determination on the application of Government Code section 1090 to P31 and that P31 was no longer precluded on that basis. This was the first time P31 was ever made aware of the Town's reversal of its position. Mr. Huber went on to explain, remarkably, that Government Code section 1090's preclusion played no role in the Town's evaluation of P31's bid or determination to award the Project.

P31 subsequently proceeded to analyze the Town's methodology through that lens. The resulting conclusions make the Town's intended award of the Project to Warner even more puzzling, as explained in further detail below.

B. The California Public Contract Code Must Be Followed—There is No Exception

There is no dispute that an award of the Project to Warner would violate the requirements of the California Public Contract Code. The Town appears to be prepared to disregard these legal requirements based on a view that partial Federal grant funding for a project creates an express exemption from the California Public Contract Code. However, there is zero legal support for this view and the Town has tellingly never cited to any law supporting its position.

The RFP includes the following conclusory and legally unsupported statement: "[t]his project is not a public works project requiring award to the lowest qualified bid" However, as noted above, there is zero legal authority referenced in the RFP—or anywhere else—supporting this assertion.

In fact, "[g]enerally, cities, as well as other public entities, are required to put significant contracts out for competitive bidding and to award the contract to the lowest responsive bidder. (Citation.)" (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1438.) Accordingly, there is no exception to the California Public Contract's requirement that the Town must award the Project to the lowest responsive and responsible bidder.

C. P31 Is the Lowest Responsive and Responsible Bidder

Here, it is not disputed that: 1) P31's bid is the lowest; 2) P31's bid was responsive; and 3) P31 is a responsible bidder that is clearly capable of completing the work as set forth in the Project documents.

Accordingly, the Town must award the Project to P31.

D. The Code of Federal Regulations Requires the Town Award the Project to P31

Even if the California legislature had created an express exception that allowed public entities to disregard the requirements of the California Public Contract Code when federal funds were partially utilized for a project—instead exclusively applying the Code of Federal Regulations' requirements (as indicated by the RFP)—the Town would nonetheless be required to award the Project to P31.

FEMA's Procurement Standards, which can be found in the Code of Federal Regulations, require that cost be considered in competitive proposal procurements. These provisions are provided in 2 C.F.R. § 200.320(b)(2)(iii): "Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors." What the Town fails to cite or allude to, however, is that the FEMA Procurement Standards actually provide two formal procurement methods—the "Sealed bids" and "Proposals" methods—as well as the circumstances justifying their application.

Here, the Town disregarded the FEMA Procurement Standard's explicitly preferred procurement method that requires an award to the lowest responsible bidder—the Sealed bids method—and instead improperly selected the Proposals method, which the Town appears to believe allows it to award the Project pursuant to its subjective evaluation methodology. This evaluation methodology weighted the only objective factor, cost, at only 15% and wholly subjective factors at 85%. More specifically, 2 C.F.R. § 200.320(b)(2) states that the Proposals method "is a procurement method used when conditions are not appropriate for using sealed bids." However, as demonstrated below, the conditions are appropriate for using Sealed bids method and the Code of Federal Regulations thus requires the Town award P31 the Project as the lowest responsible bidder.

1. The Sealed Bids Method Applies and Requires an Award to P31

2 C.F.R. § 200.320(b)(1) provides that the "Sealed bids" method "is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services." The circumstances here justify application of the Sealed bids method. The Town publicly solicited bids by way of its RFP and offered a firm fixed-price contract (by unit price). P31's bid conformed with all the material terms and conditions of the RFP and is the lowest in price. The Project also involves a

scope of work that involves construction services. Therefore, the Town should award P31 the Project pursuant to the Sealed bids method.

Moreover, 2.C.F.R. § 200.320(b)(1)(i) provides additional conditions that should be present for the “Sealed bids” method to be feasible—which again are satisfied here. Specifically, this section requires that “(A) A complete, adequate, and realistic specification or purchase description is available; (B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and (C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on price.” The Project’s specifications are complete, adequate, and realistic because the Project simply requires the successful bidder remove hazardous burnt trees that P31 has already identified, as well as perform other ancillary activities. Additionally, there were seven bidders for the Project, the Project lends itself to a firm-fixed-price-contract (as evidenced by the RFP’s proposed firm-fixed-price contract), and the Town can select the successful bidder principally on price.

The Sealed bids method thus applies here. Accordingly, 2 C.F.R. § 200.320(b)(1)(iii)(D) requires the Town award the Project to the lowest responsive and responsible bidder—P31.

E. The Paradise Municipal Code Requires the Town Award the Project to P31

Even if the Town disregarded both the California Public Contract Code and Code of Federal Regulations, the Town’s own Municipal Code requires that the Project be awarded to P31.

Municipal Code section 2.45.080 requires that “purchases of supplies, equipment or services with a total projected value of two hundred fifty thousand dollars (\$250,000) or more ... shall be by formal written bid for a lowest responsible bidder pursuant to the following procedure” Subsection (E) specifically mentions the use of “sealed bids” and subsection (H) again provides that “contracts shall be awarded to the lowest responsible and responsive bidder.” The Town’s own Municipal Code thus required it use the Sealed bids method, rather than the subjective Proposals method, and award the Project to P31 as it is the lowest responsive and responsible bidder because the Project includes services with a total projected value that far exceeds \$250,000.

F. The Town’s Subjective Evaluation Methodology Flouts the Public Contract Code, the Code of Federal Regulations, and the Paradise Municipal Code

The Town’s bid evaluation methodology is fundamentally flawed for a litany of reasons. First and foremost, any bid evaluation methodology that is capable of the purported scoring results here (with the fifth highest bidder scoring the highest scored bid despite being 265% higher than the lowest responsive and responsible bid) is so obviously flawed that it must be disregarded. The proverbial proof is in the pudding.

Beyond the fact that the result establishes everything to know about the “methodology,” its component parts flout the fundamental purpose of competitive bidding laws. The methodology considers six factors. The only objective factor of the six is cost—which is factored at 15% scoring weight. The remaining five factors account for the remaining 85%

scoring weight. All five remaining factors are purely subjective. Compounding the pure subjectivity of these five factors is the fact that there is zero objective criteria for evaluators to utilize in their scoring. The practical application of the methodology, quite literally, enables the evaluators to select any bidder that they see fit—regardless of bid price.

The methodology utilized by the Town is not a published or accepted methodology anywhere in the world of public contracting. When P31 questioned the Town about the genesis of the methodology (at the December 13 debriefing), the Town acknowledged that it did not know the actual genesis of the methodology and instead pointed to the fact that it was previously utilized by the Town—as if that somehow justifies its use here.

The California Public Contract Code intends to “provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices” and “eliminate favoritism, fraud, and corruption in the awarding of public contracts.” 2 C.F.R. § 200.319 states that “[a]ll procurement transactions under the Federal award must be conducted in a manner that provides full and open competition” It also provides examples of situations that may restrict competition, such as “[o]rganizational conflicts of interest” and “[a]ny arbitrary action in the procurement process.” Finally, the Paradise Municipal Code’s purchasing system purpose and policy “declares that it shall be the public policy of the town to make all purchases of supplies and services in a manner that is fair, efficient, and economical. The town purchase system is intended to: 1. Provide for public confidence; 2. Guarantee fair and equitable treatment for all involved; 3. Employ effective broad based free and open competition; 4. Guarantee maximum value for town expenditures; 5. Be performed in a thoroughly professional manner, with honesty and integrity, and in compliance with applicable laws and regulations; [and] 6. Provide safeguards for maintaining a quality procurement system.” (Paradise Code of Ordinances, § 2.45.010.)

1. The Town’s Methodology Promotes Favoritism and Fraud And Discourages Free and Open Competition

The Town’s use of subjective evaluation criteria, such as Experience (20%), Personnel (20%), Statement of Availability to Perform (10%), Proposal Format (10%), and Understanding, Approach, and Scope (25%) violate the fundamental purposes of public bidding laws. This is because they rely solely on the Town evaluators’ subjective interpretations of matters such as how well the bidder is structured to address the Project’s workload, whether the proposal was professional in nature, or the bidder’s reputation for being reliable. All without any objective criteria to base any evaluation. Such subjectivity, especially when utilized to select the fifth highest bid of the seven received, discourages both the good stewardship of taxpayer dollars and free and open competition, and actually promotes favoritism and fraud.

This promotion of favoritism and fraud is especially true given that this Project has been bid twice and on both occasions Butte County Fire Safe Council (“BCFSC”)² members

² The BCFSC members’ participation on the evaluation committee also violates the Town’s Municipal Code. Section 2.45.030 dictates that the Town Manager “shall be the purchasing officer,” who “shall direct and supervise the town purchasing program.” Section 2.45.040 then

attempted to award Warner the Project even though Warner was the fifth highest bidder. These facts raise significant questions as to the impartialness of the Town's and BCFSC's members towards Warner, to say the least.

Furthermore, the application of the Town's methodology here practically resulted in cost being the least consequential factor of the six. Notably, the substantial differences in cost between P31 and Warner only accounted for a delta of 60 points out of 1500—representing a 4% difference in score, which is significantly below the supposed weighting of 15%. It is not permissible, under any public contracting authority in the United States, that cost be limited to 4% of the bid evaluation.

Moreover, as noted in J.W. Bamford's protest letter dated December 11, 2024, it appears the Town failed to adhere to the four-step calculation provided in Table 1 of the RFP, Section 4(f), and failed to explain the methodology behind the RFP CAT4 Proposal Evaluation Cost Summary's "Points to Deduct" and "Cost Score Rounded" columns. This further discredits the Town's evaluation process.

2. The Completely Arbitrary Nature of The Methodology is Exposed Through the Town's Evaluation of P31's "Understanding" of The Scope of Work

The most substantial factor considered by the RFP's methodology is a bidder's "understanding, approach, and scope," which is weighted at 25%. The RFP's criteria for this factor is:

- "Does the proposer provide a sound understanding and logical approach to this project? How well does the applicant demonstrate experience and competence? Is the Scope of work complete and appropriate? Does the applicant provide a level of insight that demonstrates a strong potential for successful outcomes?"

lists, among other things, the purchasing officer's power to "[d]elegate purchasing authority to department directors in conformity with Section 2.45.050 and general conformity with this chapter." Section 2.45.050 enables the town manager to "authorize any department director to independently purchase or contract for ... services." However, it also requires that "[a]ll such purchases shall be made in conformity with the procedures established by this chapter" and that "[u]ltimate authority and responsibility for compliance with this chapter shall rest with the purchasing officer." Simply put, the purchasing officer here exceeded its powers by permitting BCFSC personnel to participate on the evaluation committee because they are not department directors and this delegation of evaluation authority seemingly abdicated the purchasing officer's ultimate authority and responsibility for compliance with the Town's purchasing system requirements, including awarding the contract to the lowest responsible bidder. (See *Dynamic Industries Co. v. Long Beach* (1958) 159 Cal.App.2d 294, 298–299.) Moreover, nothing in the Project's RFP, Public Contract Code, Code of Federal Regulations, or the Town's Municipal Code permit this process.

Essentially, this factor prioritizes bidders that understand the scope of work and demonstrate insight in how to perform the scope of work. The combined weighted score of each respective bidder as to this “understanding the scope of work factor” was:

1. Warner: 340
2. Sierra Valley: 320
3. Mountain Enterprises: 317.5
4. Arbor Pros: 297.5
5. JW Bamford: 267.5
6. Anvil Builders: 252.5
7. P31: 232.5

Therefore, the Town’s methodology resulted in P31 having the absolute lowest score of the seven bidders when it came to the subjective assessment of how well P31 understood the Project’s scope of work. P31’s “understanding” of the Project’s scope of work was scored as 107.5 points below Warner’s “understanding.”

The egregiously arbitrary nature of the Town’s methodology is perhaps most apparent here. As the Town noted in May 2024, **P31 “set” and “created” the scope of work for this Project.** And as a result of the fact that P31 previously created the Project’s scope of work (by determining and marking all of the trees that were to be removed), the Town previously determined that P31 should be disqualified from bidding on the Project because it had an unfair advantage over the other bidders.

Yet, when the Project bids were scored by the Town, the Town inexplicably determined that P31’s “understanding” of the Project’s scope was the lowest of all seven bidders and that Warner’s “understanding” was overwhelmingly better than P31’s.

The Town’s scoring of P31’s “understanding” of the Project was the reason that P31 did not receive the most total points. Warner’s total points was the highest at 1175. P31’s total points was third highest at 1093.50. Thus, Warner scored 81.5 total points higher than P31.

Had the Town awarded P31 the same amount of points as Warner for P31’s “understanding” of the Project, P31’s total score would have increased by 107.5 points—causing P31 to have the highest scoring bid.

It is absurd that the Town, out of one side of its mouth, asserts that P31 knows so much about the Project that it has an unfair advantage over all other bidders. Then, out of the other side of its mouth, asserts that P31 has the worst understanding out of all the bidders and scores P31’s understanding 107.5 less points than Warner.

Paradoxically, P31 had too much “understanding” about the Project scope of work in the Spring 2024 to be awarded the Project. But it had too little “understanding” about the Project scope of work in the Fall 2024 to be awarded the Project.

At the absolute best for the City, this paradox underscores the impermissibly arbitrary and subjective nature of the Town's methodology. At worst, it reflects that the Town is engaged in blatant fraud, corruption, and/or favoritism of Warner at the substantial expense of taxpayers.

CONCLUSION

An award to Warner cannot possibly stand under any scenario. It would represent a blatant waste of government resources at a time when the Town is desperately in need of those resources—and lobbying hard in Washington DC to get them.

P31 is the lowest responsive and responsible bidder for the Project. It can, and will, perform the exact same scope of work as Warner for \$3,801,067.64 less. P31 should thus be awarded the Project. The law, common sense, and American taxpayers demand it.

Sincerely,

DOWNEY BRAND LLP



Sean J. Filippini

cc: Scott Huber, Town of Paradise Attorney (via email: shuber@colehuber.com)

4529961.3

Exhibit A

Scott E. Huber
shuber@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

May 13, 2024

VIA E-MAIL
sfilippini@downeybrand.com

Sean J. Filippini
Downey Brand LLP
621 Capitol Mall, 18th Floor
Sacramento, CA 95814

Re: Butte Fire Safe Council Request for Proposals

Dear Mr. Filippini:

The law firm of Cole Huber LLP serves as the Town Attorneys for the Town of Paradise. We write on behalf of the Town. This responds to your letters related to P31 Enterprises, Inc.'s ("P31") request for proposals for the Butte County Fire Safe Council (BCFSC) and Town of Paradise FEMA Category 4 Hazard Tree Removal Program, among other documents. We do not represent BCFSC but have asked them to release the requested records to you. Attached to this letter are documents concerning the RFP process. To the extent your letters are meant to formally challenge the BCFSC's ability to award the RFP to another contractor, this letter also explains BCFSC's authority.

BCFSC has indicated to us that it will provide you with documents concerning the RFP process. The following documents from the Town are included with this letter:

1. Contracts delegating RFP process to BCFSC.
2. Town Council minutes, dated June 14, 2022, recording award of Phase I of the program to P31 Enterprises, Inc.
3. Town Council minutes, dated May 9, 2023, recording delegation of Phase II of the program to BCFSC.

As for an explanation of the legal authority under which BCFSC acted, the Town has been working with the Federal Emergency Management Agency (FEMA) through its federally-funded program for the removal of dangerous trees destroyed by the Camp Fire. The program entails multiple phases, the RFPs for which have been publicly and transparently posted.

The Town awarded Phase I of the Category 4 Hazard Tree Removal Program to P31 on June 14, 2022. Phase I involved engagement of arborist services for the assessment and identification of hazardous trees for removal. To effectuate the eventual removal of trees, on May 9, 2023, the Town Council approved delegation of the implementation and management of Phase

II to BCFSC. Phase II involves engagement of a contractor for the actual removal of trees assessed as hazardous. FEMA, alongside the California Governor's Office of Emergency Services, approved the delegation of Phase II to BCFSC.

Under the attached contracts, BCFSC is required to comply with all requirements of public RFP processes, in addition to FEMA regulations. BCFSC has made a selection of a contractor for Phase II but no contract has been awarded. No contract will be awarded until funding and environmental requirements have been completed by all agencies involved, particularly FEMA.

It is the Town's understanding that P31 was eliminated as a bidder for Phase II. This is because, as stated above, P31 was the arborist/contractor for Phase I. **P31 is, consequently, not eligible for participation in Phase II.** In the light of the Government Code and interpreting opinions, P31 cannot be hired to advise on the scope of a project and then be awarded the subsequent phases of that same project because its advisement sets the scope of the project work to be achieved. Here, P31 advised the Town on, assessed, and identified hazardous trees in Phase I. It thus has a conflict of interest precluding it from benefitting in Phase II from the scope of work P31 itself created. *See e.g.*, Govt. Code §§ 1090; 1097.6.

Lastly, please note that the Town was surprised by your discourteous letter of May 7, 2024, accusing BCFSC—and by necessary extension the Town—of ignoring correspondence and willfully avoiding transparency because you did not receive a response within three days, particularly given the fact that we spoke on the phone the very day you emailed the letter. There is no reason that the parties' professional relationships need be fraught.

In our conversation around April 29, 2024, I told you that the *Town* would provide documents and request that documents be delivered to you. You said that was acceptable. As this letter, and the forthcoming documents from BCFSC show, the Town and BCFSC have made courteous and diligent efforts to transparently respond.

Please reach out to me should you have any questions about this response. You can contact me at (916) 780-9009 or shuber@colehuber.com.

Sincerely,



Scott E. Huber
COLE HUBER LLP

SEH/tjs
Encls.: Contracts with BCFSC
Town Council minutes



TOWN COUNCIL Meeting Minutes

6:00 PM – June 14, 2022

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Crowder 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 Jody Jones.

At 6:02 p.m. Mayor Crowder announced the following:

Agenda items (2a-2d) were unanimously adopted at the Special Town Council meeting held at 5:00 p.m. on June 14, 2022: Resolutions No. 2022-34 through 2022-37, related to the MOU's from July 1, 2022 to June 30, 2025 between the following: The Town of Paradise and the Town of Paradise Police Officer's Association, the Town of Paradise and the Town of Paradise Police Management and Mid-Management Association, Town of Paradise and the Town of Paradise Confidential and Mid-Management Association, and the Town of Paradise and the Town of Paradise Management Group.

2e. Direction was given, no action was taken.

COUNCIL MEMBERS PRESENT: Greg Bolin, Steve "Woody" Culleton, Jody Jones, Rose Tryon and Steve Crowder, Mayor.

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Kevin Phillips, Town Attorney Scott E. Huber, Town Clerk Dina Volenski, Finance Director/Town Treasurer Ross Gilb, Community Development Director Susan Hartman, Community Development Director Tony Lindsey Information Systems Director Luis Marquez, Public Works Director/Town Engineer Marc Mattox, Recovery and Economic Development Director Colette Curtis, Fire Chief Garrett Sjolund, Fire Chief Patrick Purvis, Battalion Chief Rick Manson and Principal Engineer Ashley Stanley.

1a. Fire Chief Garrett Sjolund shared a video from the Cal Fire North Ops Predictive Services which detailed summer 2022's upcoming Fire Season and introduced the new Northern Division Chief, Patrick Purvis.

1b. Camp Fire recovery updates - Written reports are included in the agenda packet: (110-60-061)

Colette Curtis, Recovery and Economic Development Director - Recovery projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

2. **CONSENT CALENDAR**

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

- 2a. Approved minutes from the May 10, 2022, Special and Regular meetings and the May 31, 2022 Special meeting.
- 2b. Approved May 2022 Cash Disbursements in the amount of \$3,398,869.57. (310-10-034)
- 2c. Adopted Resolution No. 2022-38, "A Resolution of Intention of the Town Council of the Town of Paradise to Set a Public Hearing to Consider Naming an Existing Private Access Easement off Pentz Road, Located in the Town of Paradise. Petitioner: Travis Thomsen, et al". (950-65-006)
- 2d. Waived the second reading of Town Ordinance No. 618 and approved reading by title only; and, adopted Town Ordinance No. 618, "An Ordinance Amending Chapter 8.58.060 to the Paradise Municipal Code Relating to Defensible Space and Hazardous Fuel Management". (540-16-187)
- 2e. Approved an amended and restated professional services agreement with Kevin Phillips for Town Manager services with an expiration date of June 30, 2025 and authorized the mayor to execute the agreement. (510-20-271)

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

4. **PUBLIC COMMUNICATION**

1. Ward Habriel spoke about Senate Bill 1383 and how reusing plastic is better than recycling it.
2. Aaron Singer from the Campfire Collaborative and Spiritual Emotional Awareness shared that the Collaborative will be in Paradise on August 1st at Party in the Park to share ways to encourage and support emotional wellness and to introduce the community to Soul Sanctuary, a program which will provide free therapy for eligible low-income residents.

5. **PUBLIC HEARINGS**

- 5a. Community Development Director Susan Hartman provided an overview of the proposed Paradise Housing Element Update and a post-publication amendment to the proposed Housing Element. She reported on the four changes to the original draft per the State Department of Housing & Community Development (HCD) comments: 1. Fair Housing Assessment – due to the lack of detailed post-fire census data, HCD allowed the Town to use local data and knowledge within the fair housing assessment; 2. Permitting Process – Additional detailed information was included regarding

the Town's permitting process for development projects in terms of which the review body had final authority, review timelines and required application approvals; 3. Sites Inventory for RHNA – Provided additional information on how the Town calculates affordability for manufactured housing as well as additional analysis on zoning for emergency shelters and supportive housing; and 4. Program Timeframes- three proposed Programs needed to have definitive timelines: developing density bonus incentives; updating the Town's housing conditions survey; and how often staff will meet with the Far Northern Regional Center.

Director Hartman also reported that there were three additional HCD comments that were unable to be incorporated into the report before the agenda was published: 1) to remove the term "state-licensed" from in front of the phrase 'residential care facilities' which appears twice, once on page 24 and once on page 87, and 2) to add a reference to Table 4-4, which shows recently completed multi-family projects, and 3) to amend the Council Resolution to allow staff to make non-substantive changes in response to any additional HCD comments during the certification process.

Mayor Crowder opened the public hearing at 7:04 p.m.

There were no public comments.

Mayor Crowder closed the public hearing at 7:05 p.m.

MOTION by Culleton, seconded by Jones, concurred with the recommended actions adopted by the Planning Commission of May 24, 2022, and embodied within Planning Commission Resolution No. 2022-02; and certified and adopted the proposed Initial Study and Negative Declaration document as it relates to the proposed 2022-2030 Town of Paradise Housing Element Update; and adopted Town of Paradise Resolution No. 2022-39, "A Resolution of the Town Council of the Town of Paradise Adopting an Amendment to the Housing Element (2022-2030 Housing Element) of the 1994 Paradise General Plan with the change to the Resolution to read: Town Council authorizes the Town Manager or his designee to make non-substantive changes to any additional edits requested by HCD for certification. Roll call vote was unanimous. (760-40-062)

6. COUNCIL CONSIDERATION

- 6a. Community Development Director Susan Hartman provided an overview of the proposed ordinance and the conditions as required by SB1383.
 1. Ward Habriel spoke in opposition to this order.

MOTION by Bolin, seconded by Culleton, Waived the first reading of Town Ordinance No. 619 and read by title only, and, introduced Town Ordinance No. 619, "An Ordinance of the Town Council of the Town of Paradise Amending Text Regulations within Paradise Municipal Code

Chapter 8.08 [Solid Waste] and Adding Article 1 Regarding Mandatory Municipal MSW, Recyclable Material, and Organic Waste Disposal Reduction Consistent with New State Law Requirements". AYES: Bolin, Culleton, and Crowder; NOES: Jones and Tryon; ABSTAIN: None; ABSENT: None.

The introduction of Ordinance 619 was not passed unanimously, as such, this item will come back under consideration at the July Town Council meeting. (540-16-188)

- 6b. Recovery and Economic Development Director Colette Curtis provided an overview of staff's recommendation to select P31 Enterprises of Oroville for Category 4 Tree Removal. This is a voluntary program with a cost share of 75%-25%.

MOTION by Bolin, seconded by Jones, concurred with staff's recommendation to select P31 Enterprises of Oroville, CA to perform arborist services for the Category 4 Tree Removal Program; and, approved the Professional Services Agreement with P31 Enterprises and authorized the Town Manager and Town Mayor to execute the agreement. Roll call vote was unanimous. (510-20-345)

- 6c. Vice Mayor Bolin recused himself at 7:42 p.m. from the dais due to a potential conflict of interest.

Principal Engineer, Ashley Stanley provided an overview of the Principals of Agreement that were created by the Town of Paradise and the City of Chico.

MOTION by Culleton, seconded by Tryon, Approved the Principals of Agreement between the Town of Paradise and City of Chico developed by the Sewer Regionalization Project Advisory Committee. The Inter-Municipal Agreement between the Town and City will utilize the approved Principals of Agreement. Roll call vote was unanimous with Vice Mayor absent and not voting. (960-70-004)

Vice Mayor Bolin returned to the dais at 7:49 p.m.

- 6d. Principal Engineer, Ashley Stanley provided an overview of the Storm Drain Master Plan, introduced Harvey Oslick, via Teams, a representative from consultant Wood Rodgers. Ms. Stanley also shared that special permitting in the Paradise Municipal Code will need to be updated at a future meeting.

1. Ward Habriel shared he believed some of the Town mapping was wrong and that the maps identify culverts where no culverts exist.

MOTION by Tryon, seconded by Jones, Approved the 2022 Storm Drain Master Plan (SDMP) prepared by Wood Rodgers, including deliverables of the Town-wide Master Drainage Study, field evaluation and monitoring of storm drain systems and drainageways, Flood Risk Modeling, field condition assessment, data computation, project prioritization criteria,

updating and expanding flood risk modeling for 10 and 100-year storm events (Special Permit Zones), the evaluation of drainage system condition and capacity deficiencies, and a prioritized project list and costs. Roll call vote was unanimous. (910-10-010)

- 6e. Public Works Director/Town Engineer Marc Mattox provided an overview of the proposed Emergency Culvert Repair project located on Stearns Road.

MOTION by Bolin, seconded by Tryon, Adopted Resolution No. 2022- 40, “A Resolution of the Town Council of the Town of Paradise Declaring an Emergency and Authorizing Repair or Replacement of The Stearns Road 72” Culvert Without Observance of Public Bidding Requirements”; and authorized the Town Manager to execute agreements for a contractor and/or materials for the subject project. Roll call vote was unanimous. (950-40-067)

As this project is under the scope of an emergency resolution, the project must be reported on every thirty days until its completion.

- 6f. Public Works Director/Town Engineer Marc Mattox provided an overview of the On-System Roadway Rehabilitation project located on Skyway

- 1. Ward Habriel complimented Knife River on the quality of work displayed while repaving lower Skyway.

MOTION by Jones, seconded by Culleton Adopted Resolution No. 2022-41, “A Resolution of the Town Council of the Town of Paradise Awarding Contract No. 7303.21.CON, On-System Roadway Rehabilitation –Skyway (Phase 1) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1 (\$5,069,864.78); and, authorized the Town Manager to execute an agreement with Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid plus additive bid #1 (\$5,069,864.78) relating to Contract No. 7303.1.CON and to approve contingency expenditures not exceeding 10%. Roll call vote was unanimous. (510-20-346)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items

- 7a1. Discuss changing the Town of Paradise Ordinance No. 618 prohibiting the use of power tools, potentially defined as metal blade power tools that could cause combustion during a red flag warning issued by the Weather Service. (CROWDER)

After discussion, Council provided direction to staff to bring back an amendment to Ordinance 618 with language restricting the use of metal blade power tools during Red Flag Warning days for consideration.

- 7b. Council reports on committee representation

Council Member Culleton attended the swearing in of Paradise Police Departments new Police Officer.

Council Member Tryon attended several BCAG meetings and the 1st Goat Festival.

Mayor Crowder attended the League of Cities Conference in Sacramento. Mayor Crowder participated in a conversation with Justice Trotter regarding the Wildfire Trust.

7c. Future Agenda Items

Vice Mayor Bolin requested an amendment to the Paradise Municipal Code Section 8.58.060 F, be brought back under Council Initiated Items to extend the length of time residents are allowed to have goats on their property for weed abatement purposes.

8. STAFF COMMUNICATION

8a. Town Manager Phillips reported that the Town will meet with IBHS on June 22nd. There was a site visit with HCD; Public Works Director/Town Engineer Marc Mattox assembled a list of projects for the unmet needs for CDGB-DR Funds.

8b. Community Development Director Susan Hartman reported that the plans for Big Lots have been approved; 45 apartments and 14 Airbnb's are almost final; the Town is working with a developer to use part of the monies from the multi-family CDGB-DR funds to rebuild the condos on Maxwell Drive which will be used as affordable housing units. There is one public housing project that Butte County Housing Authority owns that is a multi-family housing rebuild which is currently in plan check. Ms. Hartman updated Council that over 7,000 septic maps have been uploaded to Rebuild Paradise and that they are anticipating the final maps to be uploaded by the end of June.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Crowder adjourned the meeting at 9:07 p.m.

Date approved: July 12, 2022

By:

Attest:

_____/s/_____
Steve Crowder, Mayor

_____/s/_____
Dina Volenski, CMC, Town Clerk



TOWN COUNCIL Meeting Minutes

6:00 PM – May 09, 2023

1. OPENING

The Regular meeting of the Paradise Town Council was called to order by Mayor Bolin at 6:03 p.m. in the Town Council Chamber located at 5555 Skyway, Paradise, California who led the Pledge of Allegiance to the Flag of the United States of America. An invocation was offered by Council Member Lassonde.

COUNCIL MEMBERS PRESENT: Steve Crowder, Steve “Woody” Culleton, Ron Lassonde, Rose Tryon and Greg Bolin, Mayor

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Interim Town Manager and Public Works Director/Town Engineer Marc Mattox, Town Attorney Scott E. Huber, Town Clerk/Elections Official Dina Volenski, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Recovery and Economic Development Director Colette Curtis, Business and Housing Manager Kate Anderson, Recovery and Economic Development Project Manager Brian Solecki, Engineering Division Manager Ashley Stanley, Capital Projects Manager David Kehn, Information Systems Director Luis Marquez, Police Chief Eric Reinbold, and Battalion Chief Rick Manson.

- 1a. Mayor Bolin presented a proclamation to John Little, Vice President of the California Unit of Mennonite Disaster Services, on behalf of MDS. (180-40-27)
- 1b. Calli-Jane West presented an update from the Butte County Fire Safe Council via Teams
- 1c. Camp Fire Recovery Updates - Written reports are included in the agenda packet. (110-60-061)

Colette Curtis, Recovery and Economic Development Director - Recovery Projects, Advocacy, Economic Recovery and Development, Communications and Emergency Operations.

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

Kate Anderson, Business and Housing Manager - Business and Housing Update

2. CONSENT CALENDAR

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

- 2a. Approved the Special and Regular minutes of the April 11, 2023 Town Council meetings.
- 2b. Approved April 2023 Cash Disbursements in the amount of \$4,790,015.52. (310-10-034)
- 2c. Adopted Resolution No. 2023-18, “A Resolution of the Town Council of the Town of Paradise accepting the work performed under the CDBG Sidewalk Infill Project Contract 9417.CON performed by All-American Construction, Inc.” (510-20-361, 950-40-068)
- 2d. 1. Waived the second reading of Town Ordinance No. 625 and read by title only; and, 2. Adopted Town Ordinance No. 625 “An Ordinance Amending Text Regulations within Paradise Municipal Code Title 17 [Zoning] Relative to Short-Term Rentals”. (540-16-194)
- 2e. Adopted Resolution No. 2023-19, “A Resolution of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2023/24 Funded by SB 1: The Road Repair and Accountability Act of 2017.” (950-40-034)
- 2f. Adopted Resolution No. 2023-20, “A Resolution of the Town Council of the Town of Paradise acknowledging receipt of a report made by the Fire Chief of the Paradise Fire Department regarding the inspection of certain occupancies required to perform annual inspections in such occupancies pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.” (440-50-001)
- 2g. Adopted Resolution No. 2023-21, “A Resolution of the Town Council of Town of Paradise accepting the work performed under the On-System Roadway Rehabilitation Project –Skyway (Phase 1) Contract 7303.1 CON performed by Baldwin Contracting Company, Inc. dba Knife River Construction.” (510-20-346, 950-40-054)
- 2h. Re-appointed two Planning Commissioners, Lynn Costa and Carissa Garrard, whose terms expire on June 30, 2023 for one 4-year term effective July 1, 2023 through June 30, 2027. (760-45-012)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Rich Gowins spoke about potential funding to repair private roads and advocated for evacuation routes on private roads.
- 2. John Gillander spoke on the fence code and fee schedule.
- 3. Jon Remalia spoke on violators of burn permits.

4. Carrie Max said she received a visit from Code Enforcement and Paradise Police Department asking her what her plan was for rebuilding after Council had extended the urgency ordinance.

5. Ward Habriel spoke about the Paradise Garden Club tour of six local gardens.

5. PUBLIC HEARINGS

5a. Town Attorney Scott Huber provided an overview of the requirements for the police department to maintain military equipment, including an annual review of the ordinance by Town Council and a public hearing.

Mayor Bolin opened the public hearing at 6:53 p.m.

1. Ward Habriel spoke in favor of the renewal of Ordinance No. 615.

Mayor Bolin closed the public hearing at 6:54 p.m.

MOTION by Culleton, seconded by Crowder, approved the continued use of military equipment and the renewal of Ordinance No. 615. Roll call vote was unanimous. (540-16-184, 480-05-013)

6. COUNCIL CONSIDERATION

Mayor Bolin recused himself from the dias at 6:55 p.m. due to a potential conflict of interest.

6a. Recovery and Economic Development Director Colette Curtis provided an overview of the proposed professional service agreement with the Butte County Fire Safe Council for the implementation of Phase II of the Category 4 Hazardous Tree Removal Program.

1. Ward Habriel spoke in favor of this item.

2. Jon Remalia spoke in opposition to this item.

MOTION by Culleton, seconded by Lassonde, 1. Concurred with staff's recommendation to partner with the Butte Fire Safe Council to implement the Phase II Removal Process for the Category 4 Tree Removal Program; and, 2. Approved Professional Services Agreement with the Butte County Fire Safe Council; and, 3. Authorized the Town Manager to execute the contract upon full FEMA approval of the Phase II Scope of Work and obligation of funds for Phase II. Roll call vote was unanimous with Bolin absent and not voting. (510-20-381, 420-25-009)

6b. Engineering Division Manager Ashley Stanley provided an overview of the proposed Paradise Sewer Project Owner's Agent recommended firm and agreement.

MOTION by Culleton, seconded by Lassonde, 1. Concurred with staff's recommendation for the Paradise Sewer Project Owner's Agent; and, 2. Authorized the Town Manager to enter into a Professional Services Agreement with the recommended firm, HDR, contingent upon approval by the Town Attorney; and, 3. Adopted Resolution No. 2023-22, "A Resolution

Of The Town Council Of The Town Of Paradise Designating Authority To The Paradise Town Manager To Execute Individual Task Orders Under The Resultant Master Agreement For RFQ 2023-001 Paradise Sewer Project On-Call Owners Agent Up To The Maximum Contract Aggregate Amount Of \$5,000,000 To Expedite And Facilitate The Paradise Sewer Project, Initial Design And Progressive Design Build Process.” Roll call vote was unanimous with Bolin absent and not voting. (510-20-382, 960-70-004)

Mayor Bolin returned to the dais at 7:21 p.m.

- 6c. Town Attorney Scott Huber presented on the aspects of creating an arts commission. Council Member Culleton clarified that when he had asked for this item to be placed on the agenda, he was referencing more of the design review process and a way for Paradise to become an art destination with murals in Town.

1. Kathy Dysert explained her understanding of the City of Orland’s process concerning the arts commission and community funding.
2. Jon Remalia would like to see a partnership between the Town and those in the arts community applying for grants.

Council provided direction to staff to come back at a future meeting with options on how to augment the existing design review process to potentially include murals and public art. All Council concurred.

- 6d. Mayor Bolin presented on the request and invitation from the Natural Resources Committee to testify in Washington DC.

1. Ward Habriel spoke in favor of this item and donated \$100 to help fund this trip.

Council Member Culleton also donated \$100 to help fund this trip.

Town Attorney Huber stated, for the record, that two \$100 donations had been given to the Town Clerk for safe keeping and will be given to the Finance department tomorrow.

A third member of the public, Rich Gowins, contributed an additional \$100 for the purpose of this trip, after the close of the meeting.

MOTION by Culleton, seconded by Tryon, Approved of a proposed trip to be taken by Mayor Bolin to Washington DC, at the request of the Committee on Natural Resources, to testify in front of the House Natural Resources Committee on Wildfires and assign a budget adjustment, to fund the trip from the Town Council budget. Roll call vote was unanimous. (340-40-016)

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items – None

7b. Council reports on committee representation:

Council Member Culleton attended the solid waste committee meeting; Gold Nugget Days; and various meetings with PG&E subcontractors regarding the undergrounding efforts.

Vice Mayor Tryon attended the solid waste committee meeting; testified in Sacramento on AB1500 and AB556; attended BCAG and Butte County Air Quality Management meetings; and the Gold Nugget Days parade.

Council Member Crowder participated in a follow-up meeting with After the Fire; participated in the interview process for Finance Director; attended the Moose Lodge groundbreaking and kickoff dinner for the Silver Dollar Fair; shared that Achieve Charter School was honored with the title as a California Distinguished School; and attended the Paradise Recreation and Park District Liaison Meeting.

Council Member Lassonde attended the Chocolate, Wine and Brew Fest and the Silver Dollar Fair kickoff dinner.

Mayor Bolin attended the monthly LAFCo meeting and will participate in Town Manager interviews on May 10th.

7c. Future Agenda Items - Vice Mayor Tryon would like to discuss insurance options in the Town of Paradise and how to move forward in the current climate.

8. STAFF COMMUNICATION

8a. Interim Town Manager Marc Mattox announced a save-the-date for June 15th for a full-scale Emergency Operations Center exercise.

Community Development Director Susan Hartman reported that the Planning Commission will hold a public hearing on a general plan amendment and rezone application from Paradise Irrigation District, as well as a hearing to revoke a temporary use permit. Ms. Hartman shared that environmental health gave clearance to the new sushi restaurant and that the Community Development Department will help host a community meeting for a new multi-family housing project.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Bolin adjourned the meeting at 8:18 p.m.

Date approved: June 13, 2023

By:

Attest:

_____/s/_____
Greg Bolin, Mayor

_____/s/_____
Dina Volenski, CMC, Town Clerk

**TOWN OF PARADISE
Council Agenda Summary
Date: May 9, 2023**

Agenda No. 6A

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Marc Mattox, Interim Town Manager
SUBJECT: CATEGORY 4 Tree Removal Management Partnership with the Butte Fire Safe Council

COUNCIL ACTION REQUESTED:

1. Concur with staff's recommendation to partner with the Butte Fire Safe Council to implement the Phase 2 Removal Process for the Category 4 Tree Removal Program.
2. Approve attached Professional Services Agreement with the Butte Fire Safe Council and authorize the Town Manager to execute the contract upon full FEMA approval of the Phase 2 Scope of Work and obligation of funds for Phase 2.

BACKGROUND:

The Town of Paradise has been working alongside FEMA and CalOES since 2019 on the funding and implementation of the Category 4 Tree Removal Program. In 2022, Phase 1 of the program was approved and implemented. Town Staff procured arborist services and opened the program to applicants. 574 properties enrolled in the program, were assessed and had over 12,000 eligible trees identified for removal upon approval of Phase 2 of the program.

The Town has completed all actions in Phase 1 of the Category 4 Tree Removal Program and we continue to wait on completion of all environmental requirements by all the involved agencies in order to receive approval to move forward with Phase 2 removal of trees. We anticipate approval being granted in summer 2023 and tree removal to begin shortly thereafter.

Analysis:

As local non-profit and skilled tree removal management partners in our community, the non-profit Butte Fire Safe Council (BCFSC) has been approved by CalOES/FEMA to be sole sourced and utilized as our management partners in Phase 2 pending full approval of the Phase 2 Scope of Work and environmental clearances.

As a voluntary program, Phase 2 of the tree removal program is going to require extensive outreach and communication with property owners in order to effectively remove as many eligible trees as possible. We believe our long-standing community partnership with the BCFSC in related projects and their experience managing grant funded tree removal programs will lead to program success at the lowest possible cost.

Phase 2: Tree Removal Tree Removal Process (Phase 2 Scope of Work)

1. Tree Removal

- a. After obtaining the approvals and verifying availability of funding, move to the tree removal process with Town of Paradise organizational partner, the Butte Fire Safe Council (BCFSC)

- b. BCFSC will stand up a team to facilitate the oversight of the tree removal process utilizing local tree contractors who have been pre-vetted to fulfill HMGP reimbursement requirements.
- c. The Town of Paradise will oversee the application portion of Phase 2 that will consist of reaching out to all Phase 1 parcel owners for ROE paperwork to authorize the start of Phase 2 work on a parcel.
- d. BCFSC Team will consist of:
 - i. Registered Professional Forester
 - ii. Two Forestry Technicians
 - iii. One Project Manager
 - iv. Two Field Coordinators
 - v. GIS/Admin Support
- e. BCFSC Tree Removal Process:
 - i. with Town Staff, confirm all paperwork, sign ROE forms, match requirements forms, and other required paperwork prior to contractor starting work
 - ii. Contact Parcel Owners for site visit with RPF/Field Technician to prepare sites
 - iii. site prep includes infrastructure flagging, identifying and prioritizing trees based on estimated matching funds required, and GIS for project map(s)
 - iv. RFP and contracting process once a minimum of 30 sites are prepared with ROE and paperwork in place
 - v. RFP's are issued to contractors who have expressed interest in being on the BCFSC contractor list. BCFSC RFP process will comply with all Federal procurement requirements.
 - 1. Contractors submitting proposals and selected for the work will need to be a Class A Licensed Timber Operator (LTO), have and have valid Loggers Broad Insurance. The appropriate contractors who meet minimum requirements to conduct the work will be selected through the BCFSC Board of Directors.
 - 2. Tree Removal Contractors will be contracted and managed through BCFSC.
 - vi. Notify landowner and RPF prior to contractor starting work at each site
 - vii. BCFSC staff and/or RPF/Field Tech to be on site while contractor(s) are removing trees to ensure proper compliance
 - viii. Review progress of work with Landowner and coordinate with RPF to ensure contractor is removing required trees
 - ix. All FEMA required disposal requirements to be implemented as noted below. This will be done by requiring the LTO(s) to produce delivery tickets if material is disposed of at a biomass facility, or firewood disposal, or receipt if material needs to be paid for to be disposed of. Photos will be taken at the loading site and disposal site to match the delivery ticket as additional backup documentation.

- x. Final site inspection after tree removal for sign off with landowner, RPF, and contractor.
- xi. Notify TOP of site(s) completed and ready for invoicing. All invoices will be paid through the Town upon certification by BCFSC of a complete set of properties.
- xii. Assist with any coordination needed between LO and Contractor for invoicing on Match requirements.
- xiii. RPF to visit site 2-3 times post operations to ensure water quality is being met.

2. Monitoring

- a. The tree removal activities will be monitored by a Registered Private Forester and Environmental Biologist. This project monitor will be monitoring the Tree Removal contractors, removal of the trees, and the appropriate documentation. These functions are identical to the functions of the Public Assistance Debris Monitor. The Environmental Biologist will be monitoring for and meeting the compliance requirements of the Endangered Species Act as related law and regulation under the National Environmental Policy Act (NEPA).
- b. Any other required monitors (Environmental or Tribal) will be procured and contracted by the Town of Paradise and be overseen by the RPF Project lead from BCFSC.
- c. FEMA requires the Applicant to monitor all contracted debris operations to document this information and ensure that its contractor removes eligible debris. If the Applicant does not monitor contracted debris removal operations, it will jeopardize its PA funding for that work. Eligible activities associated with debris monitoring include, but are not limited to:
 - i. Field supervisory oversight
 - ii. Monitoring contracted debris removal at both the loading and disposal sites
 - iii. Compiling documentation, such as load tickets and monitor reports, to substantiate eligible debris
 - iv. Training debris monitors on debris removal operations, monitoring responsibilities and documentation processes, and FEMA debris eligibility criteria
- d. To address the environmentally sensitive work within the project, we will handle NEPA compliance similar to Cal OES through a number of biological monitors to develop best practices for aquatic and animal species, watercourses, and habitat where the felling of trees may pose a threat. These best practices will be a part of the Environmental Protection Plan and coordinated with Cal OES. The Plan includes a set of mitigations where biological monitors may be involved in reviewing and/or deciding strategies and tactics to remove standing burnt trees from environmentally sensitive areas.

3. Butte Fire Safe Council Management Budget

Description	Rate	qty	Cost
Project Manager: \$61/hr, 40 hrs/wk x 52 weeks	\$ 61.00	2,080	\$126,880.00
Field Coordinator \$33/hr, 40 hrs/wk x 52 weeks	\$ 33.00	2,080	\$68,640.00
Field Coordinator \$33/hr, 40 hrs/wk x 52 weeks	\$ 33.00	2,080	\$68,640.00
Registered Professional Forester: \$100/hr x 30hrs x 52 weeks	\$ 100.00	2,080	\$208,000.00
Mileage (x3): 30 miles/day x 5 day/wk x 52 weeks	\$ 0.63	4,914	\$3,071.25
GIS Development and Support: \$100/hr x 7hrs x 52 weeks	\$100.00	364	\$ 36,400.00
Supplies	\$ 11,450.00		\$11,450.00
Subtotal			\$ 523,081.25
Admin 12%			\$ 62,769.75
Total Cost			\$ 585,851.00

Financial Impact:

The professional services agreement and respective services will be 75% funded by FEMA/Cal OES HMGP funds. The BCFSC Management cost approved by our grant funding is not to exceed \$585,851.00. The 25% remaining match funds will be provided by a CalFire Wildfire Prevention Grant (pending approval) or from Town of Paradise funding sources to be determined if no additional grant funds are received.

Cost Share: The Town Council voted to approve ff the matching funds for the cost share on October 8, 2019. The match for this project will come from several sources, which have been prioritized.

1. Current State: The Town will match the project management and arborist costs and the resident will reimburse the Town for 25% of the cost of removing trees.
 - a. Tree Removal Costs: $\$7,260,000 * 25\% = \$1,815,000$ would be funded by the property owner.
 - b. All other project costs: $\$4,487,128 * 25\% = \$1,121,782$ would be funded by the Town
2. Funding Alternative One: The Town is working with CalFire on incorporating the Cost Share requirements into an upcoming Wildfire Prevention Grant, if received, this would alleviate most of the Town's match requirements and the entirety of the Homeowner's cost share.
3. Alternative Two: The Town will be working with other funding mechanisms to fund the Non- Federal Share.

There will be a cash flow impact to the Town as the \$7,260,000 in tree removal expenses are expended to tree contractors and then reimbursed to the Town by the HMGP grant.

Alternatives:

Modify recommendation, delay action or reject proposal.

Attachments:

**Attachment 1
Regulatory Compliance Requirements (FEMA/HMGP)**

Expense contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the Town and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor's](#) legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

4. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to
3. each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
4. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
5. Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Town or the Contractor must comply with the

requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

1. Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

3. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
2. 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Attachment 2
Debarment Certification**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier
Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Attachment 3
Non-Lobbying Certification

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of contractor's Authorized Official: _____

Date: _____

Attachment 4

PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000

This Contract, dated as of the last date executed by the Town of Paradise is between the Town of Paradise, a municipal corporation of the State of California, hereinafter referred to as "TOWN", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date	7/1/2023		On Following Date	12/31/2024	
Town Department	Recovery and Economic Development				
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)					
Price	\$ N/A	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price	\$585,851.00		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information			TOWN Contact Information		
CONTRACTOR	Butte Fire Safe Council		Project Manager	Brian Solecki	
Address	6585 Clark Rd Suite 240		Address	5555 Skyway	
City, State & ZIP	Paradise, CA 95969		City, State & ZIP	Paradise, CA 95969	
Telephone	530-877-0984		Telephone	530-872-6291 x165	
Email	taylorn@buttefiresafe.net		Email	Bsolecki@townofparadise.com	

WHEREAS, TOWN, through the TOWN Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

Attachment I – Terms and Conditions (including Exhibit "A")

Attachment II – Insurance Requirements for Professional Services Contract

Attachment VI – Professional Credentials

Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

Typed or Printed Name	Signature	Date
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This Contract and the above listed Attachments represent the entire undertaking between the parties.

TOWN:
By:
Date

CONTRACTOR:
By:
Date:

REVIEWED FOR CONTRACT POLICY COMPLIANCE
By:

REVIEWED AS TO FORM:
By:

**ATTACHMENT 5
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “**Attachment III-Scope of Work**” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **Town Project Manager.** The TOWN Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

2. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

3. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

4. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit,

or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

- c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
5. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
6. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

7. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
8. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
10. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
11. **Contractor's Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.
12. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
13. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of

Supervisors. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.

14. Compliance with Laws. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:

- a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
- b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

18. Applicable Law and Forum. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

15. Contractor Performance and the Breach Thereof. The TOWN may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the TOWN.

16. Contradictions in Terms and Conditions. In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

17. No Delegation Or Assignment. Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to

CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

18. Conflict of Interest. CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

- a. This contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to the TOWN's policy that no contracts shall knowingly be issued to any current TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
5555 Skyway
Paradise, CA 95969

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the Town of Paradise in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the TOWN for the advice of Town Attorney on the matter prior to executing this contract.

23. Canon of Ethics. CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the Town of Paradise and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

19. Severability. The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

20. No Implied Waiver. In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.

21. Entirety of Agreement. This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER TOWN Contracts

List any and all contracts that you have with TOWN agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2. Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.

- 1. Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

- 2. Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies,

they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
3. A copy of the claims reporting requirements must be submitted to the Town for review.

**ATTACHMENT 6
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

ATTACHMENT 7

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with TOWN Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment III they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment III, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract. State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

Duties and obligations of the TOWN:

TOWN's obligations may be:

- o Town reserves the right to award more than one contract, if desired.
- o Make any relevant notification promptly
- o Provide data promptly
- o Provide schedules or set up meetings or respond to presentation of information promptly
- o Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.

- o If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- o Town does not pay interest or penalties.

**TOWN OF PARADISE
Council Agenda Summary
Date: October 9, 2023**

Agenda No. 2f

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: CATEGORY 4 Tree Removal Management Partnership with the Butte Fire Safe Council – Pre-Phase 2 Approval Contract

COUNCIL ACTION REQUESTED:

1. Approve attached Professional Services Agreement with the Butte Fire Safe Council and authorize the Town Manager to execute the contract in order to proceed with recent FEMA/CalOES approved Pre-Phase 2 award work.

BACKGROUND:

The Town Council approved a professional services contract for the Butte Fire Safe Council (BCFSC) on May 9, 2023 for the management of Phase 2 of the Category 4 Tree Removal Program. That contract was approved to be executed upon full approval by FEMA of Phase 2 of the project which had been anticipated for Summer 2023. We continue to wait for full approval to execute that contract.

Due to additional delays by FEMA for the Environmental Assessment process, we now anticipate phase 2 approval for February 2024. In order to save time upon approval, FEMA has agreed to allow the Town and BCFSC to initiate a number of phase 2 actions before full approval of the project. We are requesting a Professional Services agreement to be executed with BCFSC to allow them a head start on the previously approved planning and logistical work required to implement the removal of the identified trees during Phase 2. We believe this pre-approval phase work will expedite the start of tree removal by multiple months.

All work conducted for Phase 2 of the Tree Removal Program during this pre-approval period by Town staff and Butte Fire Safe Council Staff will consist of non-ground disturbing actions and will be limited to activities such as:

- GIS Data Analysis, Research and Removal Process Planning
- RFP Procurement Processes for Required Contracts. (No contracts to be executed until full-phase 2 approval)
- Tree Contractor Outreach and Communication
- Any other beneficial strategic planning to expedite removal of trees upon full approval.

Analysis:

The external delays to the implementation of this project have been frustrating to Town staff and our community. While these additional delays were extremely unfortunate and unexpected, moving forward with this pre-award work will allow us the most expedited process to seeing these 12,000 trees removed as soon as we receive full approval of Phase 2.

Financial Impact:

This contract will be funded through the FEMA-approved \$58,878.00 in pre-award period expenses. The professional services agreement and respective services will be 75% funded by FEMA/CalOES HMGP

funds. The 25% remaining match funds will be provided by a CalFire Wildfire Prevention Grant. The BCFSC Management costs previously approved in May 2023 will not exceed \$585,851.00. This pre-award work contract will not exceed \$10,000 and is for work included in the previously approved contract scope of work.

Alternatives:

Modify recommendation, delay action or reject proposal.

Attachments:

**Attachment 1
Regulatory Compliance Requirements (FEMA/HMGP)**

Expense contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the Town and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor's](#) legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing

such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

4. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to
3. each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
4. Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
5. Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Town or the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

1. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

1. Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

3. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts,

certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
2. 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Attachment 2
Debarment Certification**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier
Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

**Attachment 3
Non-Lobbying Certification**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with

which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

The undersigned [insert name] certifies, to the best of his or her knowledge, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of contractor's Authorized Official: _____

Date: _____

Attachment 4

PROFESSIONAL SERVICE CONTRACT

This Contract, dated as of the last date executed by the Town of Paradise is between the Town of Paradise, a municipal corporation of the State of California, hereinafter referred to as "TOWN", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date	10/15/2023		On Following Date	12/31/2024	
Town Department	Recovery and Economic Development				
Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)					
Price	\$ N/A	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price	\$10,000.00		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information			TOWN Contact Information		
CONTRACTOR	Butte Fire Safe Council		Project Manager	Brian Solecki	
Address	6585 Clark Rd Suite 240		Address	5555 Skyway	
City, State & ZIP	Paradise, CA 95969		City, State & ZIP	Paradise, CA 95969	
Telephone	530-877-0984		Telephone	530-872-6291 x165	
Email	taylorn@buttefiresafe.net		Email	Bsolecki@townofparadise.com	

WHEREAS, TOWN, through the TOWN Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

_____ Typed or Printed Name	_____ Signature	_____ Date
--------------------------------	--------------------	---------------

This Contract and the above listed Attachments represent the entire undertaking between the parties.

TOWN:
By:
Date

CONTRACTOR:
By:
Date:

REVIEWED FOR CONTRACT POLICY COMPLIANCE
By:

REVIEWED AS TO FORM:
By:

**ATTACHMENT 5
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III-Scope of Work” which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **Town Project Manager.** The TOWN Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

2. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

3. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.

4. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of

duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

- c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
5. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
6. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

7. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.
8. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.
9. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
10. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
11. **Contractor's Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.
12. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
13. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of

Supervisors. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Chair of the Board of Supervisors.

14. Compliance with Laws. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:

- a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
- b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

18. Applicable Law and Forum. This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

15. Contractor Performance and the Breach Thereof. The TOWN may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the TOWN.

16. Contradictions in Terms and Conditions. In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

17. No Delegation Or Assignment. Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to

CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

18. Conflict of Interest. CONTRACTOR and CONTRACTOR'S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

- a. This contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to the TOWN's policy that no contracts shall knowingly be issued to any current TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
5555 Skyway
Paradise, CA 95969

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the Town of Paradise in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the TOWN for the advice of Town Attorney on the matter prior to executing this contract.

23. Canon of Ethics. CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the Town of Paradise and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

19. Severability. The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

20. No Implied Waiver. In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.

21. Entirety of Agreement. This contract inclusive of all Attachments herein is stipulated and made part of the contract constitutes the entire agreement between these parties.

EXHIBIT "A"

Acknowledgement of OTHER TOWN Contracts

List any and all contracts that you have with TOWN agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO’s Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- 1. Workers’ Compensation Insurance:** As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*
- 2. Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor’s profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies,

they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
3. A copy of the claims reporting requirements must be submitted to the Town for review.

**ATTACHMENT 6
PROFESSIONAL CREDENTIALS**

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees
Licenses
Certifications
Bonds

ATTACHMENT 7 Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with TOWN Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment III they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment III, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract. State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule. If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

Duties and obligations of the TOWN:

TOWN's obligations may be:

- o Town reserves the right to award more than one contract, if desired.
- o Make any relevant notification promptly
- o Provide data promptly
- o Provide schedules or set up meetings or respond to presentation of information promptly

- o Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- o If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- o Town does not pay interest or penalties.

**TOWN OF PARADISE
Council Agenda Summary
Date: February 13, 2024**

Agenda No. TBD

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: CATEGORY 4 Tree Removal Management Partnership with the Butte Fire Safe Council – Pre-Phase 2 Contract NTE Increase

COUNCIL ACTION REQUESTED:

1. Authorize the attached NTE increase amendment for \$10,000 with the Butte Fire Safe Council and authorize the Town Manager to execute the amendment in order to continue with FEMA/CalOES approved Pre-Phase 2 award work.

BACKGROUND:

The Town Council approved a professional services contract for the Butte Fire Safe Council (BCFSC) on May 9, 2023 for the management of Phase 2 of the Category 4 Tree Removal Program. That contract was approved to be executed upon full approval by FEMA of Phase 2 of the project which had been anticipated for Summer 2023. We continue to wait for full approval to execute that contract.

Due to additional delays by FEMA for the Environmental Assessment process, we now anticipate phase 2 approval before April 2024. In order to save time upon approval, FEMA agreed to allow the Town and BCFSC to initiate a number of phase 2 actions before full approval of the project. On October 9, 2023, the Town Council approved a BCFSC contract to work on FEMA Authorized Pre-Award actions.

Due to the FEMA delays, the project approval originally projected for February 2024 looks to be on track for full approval before the end of March. All work on the environmental analysis that has caused years of delay is now complete and in final CaloES review and authorization. We have been advised that this process should take no longer than one month before full approval is granted.

Analysis:

The BCFSC work in partnership with Town staff has been essential in preparing for a quick implementation of the project upon full approval. This NTE will allow their staff to continue moving forward with project preparation during this additional delay.

Financial Impact:

This contract will be funded through the FEMA-approved \$58,878.00 in pre-award period expenses. The professional services agreement and respective services will be 75% funded by FEMA/CalOES HMGP funds. The 25% remaining match funds will be provided by a CalFire Wildfire Prevention Grant. The BCFSC Management costs previously approved in May 2023 will not exceed \$585,851.00.

This pre-award work contract would now not exceed \$20,000 and is for work included in the previously approved contract scope of work. It will not increase the originally approved full BCFSC Management Contract once fully implemented. Scope of work actions originally intended for Phase 2 is being moved to the pre-award phase as approved by FEMA and CalOES. We anticipate this NTE would also cover any unforeseen short delays to full FEMA approval.

Alternatives:

Modify recommendation, delay action or reject proposal.

**ATTACHMENT A:
AMENDMENT TO AGREEMENT
BETWEEN THE TOWN OF PARADISE AND THE BUTTE FIRE SAFE COUNCIL.**

This Amendment to Agreement is made on February 13, 2024, to the Agreement dated October 9, 2023 by and between the Town of Paradise, a California municipal corporation (“Town”), and the Butte Fire Safe Council. (“Contractor”).

RECITALS

A. The initial amount of the Agreement was not to exceed \$10,000 for Category 4 Program Pre-Award services by Contractor for the Town.

AGREEMENT NOW, THEREFORE, Town and Contractor agree as follows:

1. The Agreement shall be amended as follows:
 - 1.1. Notwithstanding any other provisions in the Agreement, the amount payable by Town to Contractor shall be increased by \$10,000 for a not-to-exceed amount of \$20,000.
2. All other provisions of the Agreement shall remain in full force and effect.
3. If there is a conflict between this First Amendment and the Agreement, this First Amendment shall be controlling.

TOWN OF PARADISE:

By:

Date

REVIEWED FOR CONTRACT POLICY COMPLIANCE

By:

Butte Fire Safe Council

By:

Date:

REVIEWED AS TO FORM:

By:

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Federal Financial Assistance

Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D – Post Federal Award Requirements

Procurement Standards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) **Micro-purchases** –

(i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may

self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold is consistent with State law.
- (v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) **Simplified acquisitions –**

- (i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.
- (ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

- (1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.
 - (i) For sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.
- (B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
- (D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
- (E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

- (i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
- (ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
- (iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The procurement transaction can only be fulfilled by a single source;

- (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
- (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- (5) After soliciting several sources, competition is determined inadequate.

**TOWN OF PARADISE
URGENCY ORDINANCE NO. 639**

**AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF PARADISE AMENDING PORTIONS OF CHAPTER 2.45 OF THE
PARADISE MUNICIPAL CODE RELATING TO THE TOWN'S PURCHASING SYSTEM**

The Town Council of the Town of Paradise does ordain as follows:

Section 1. Emergency Findings.

This Urgency Ordinance is adopted pursuant to California Government Code Section 36934 and shall take effect immediately upon its approval by at least a four-fifths vote of the Town Council. The Council finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon facts set forth in this Ordinance. The Council also finds that there is a significant need for clarification of the Town's purchasing system to plainly outline the method of procurement of goods and services involving federal or state funding, or professional services.

Section 2. Purpose and Policy of Purchasing System

Section 2.45.010 (B) is hereby amended to read as follows, "This chapter shall apply to contracts for the procurement of town supplies and services. ~~It shall apply to every expenditure of public funds irrespective of the source of funds.~~ When the procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with all applicable

1 federal laws and regulations and with the terms/conditions of any
2 grant, gift or bequest consistent with law. In addition, this
3 chapter shall not apply to contracts for professional services.

4
5 **Section 3. Severability.**

6 If any section, subsection, sentence, clause, or phrase of this
7 Ordinance is for any reason held to be unconstitutional or invalid,
8 such decision shall not affect the validity of the remaining
9 portion of this Ordinance. The Town Council hereby declares that
10 it would have passed this Ordinance and every section, subsection,
11 sentence, clause or phrase thereof irrespective of the fact that
12 any one or more sections, subsections, sentences, clauses or
13 phrases be declared unconstitutional or invalid.

14
15 **Section 4. Effective Date and Publication.**

16 This Ordinance shall be and the same is hereby declared to be in
17 full force and effect immediately upon its passage by a four-
18 fifths (4/5) or greater vote. The Town Clerk of the Town of
19 Paradise is authorized and directed to publish a summary of this
20 Ordinance before the expiration of fifteen (15) days after its
21 passage. This Ordinance shall be published once, with the names
22 of the members of the Town Council Members voting for and against
23 it, in the Paradise Post, a newspaper of general circulation
24 published in the Town of Paradise, State of California. A complete
25 copy of this Ordinance is on file with the Town Clerk of the Town
26

1 Council and is available for public inspection and copying during
2 regular business hours in the office of the Town Clerk.

3

4 **PASSED AND ADOPTED** by the Town Council of the Town of Paradise,
5 County of Butte, State of California, on this 12th day of November,
6 2024 by the following vote:

7

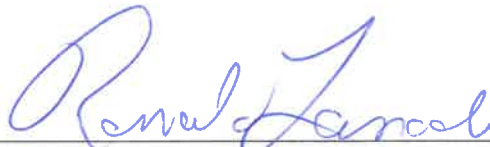
8 **AYES:** Greg Bolin, Steve "Woody" Culleton, Rose Tryon
and Ronald Lassonde, Mayor

9 **NOES:** None

10 **ABSENT:** Steve Crowder

11 **ABSTAIN:** None

12




Ronald Lassonde, Mayor

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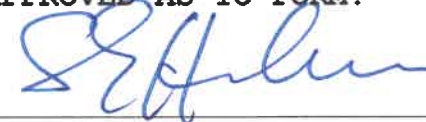
14 **ATTEST:** 11-13-2024

APPROVED AS TO FORM:

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Melanie Elvis
Town Clerk



Scott E. Huber
Town Attorney

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DEPARTMENT OF INDUSTRIAL RELATIONS

Katrina S. Hagen, Director

Office of the Director

1515 Clay Street, 17th Floor

Oakland, CA 94612

Tel: (510) 286-7087 Fax: (510) 622-3265



February 7, 2023

Dennis B. Cook
Cook Brown, LLP
2407 J Street, 2nd Floor
Sacramento, CA 95816

Re: Public Works Case No. 2021-002
Post Carr Fire Hazardous Fuels Reduction Project
California Department of Forestry and Fire Protection

Dear Mr. Cook:

This constitutes the determination of the Director of Industrial Relations regarding coverage of the above-referenced project under California's prevailing wage laws, and is made pursuant to California Labor Code section 1773.5¹ and California Code of Regulations, title 8, section 16001, subdivision (a). Based on my review of the facts of this case and an analysis of the applicable law, it is my determination that the hazardous fuel reduction project (Post Carr Project or Project) is not public work and not subject to the requirements related to the payment of prevailing wages.

Facts

The 2018 Carr Fire caused extensive damage in and around Shasta County, burning more than 229,000 acres. Subsequent to the fire, the California Governor's Office of Emergency Services (Cal OES) administered the performance of extensive work related to the fire, including removal of burned ash, recyclable metals, concrete, contaminated soil, and trees. This work was funded by the Federal Emergency Management Agency (FEMA) and was completed in 2019.

The McConnell Foundation (McConnell) intends to carry out the Post Carr Project pursuant to a grant from California Department of Forestry and Fire Protection (CAL FIRE).² The Project will remove brush and vegetation on private property in the wildland-

¹ Unless otherwise indicated, all further statutory references are to the California Labor Code and all subdivision references are to the subdivisions of section 1720.

² The Project is funded through a \$12.6M grant from CAL FIRE and is limited to vegetation removal and management on private property. The grant program is variously identified as a "Greenhouse Gas Reduction Fund Grant Project" and a component of

urban interface west of Redding and is intended to increase fire resiliency and reduce impacts from future wildfires.

McConnell intends through the Project to engage in a process of reducing the hazardous fuels present within the footprint of the Carr Fire in the form of the removal of brush, vegetation, and trees. The Project is intended to reduce hazardous fuels and reduce the probability of “subsequent moderate - to high-severity reburns.” (Grant Agreement No. 5GG18119 - Post Carr Fire Hazardous Fuels Reduction, Dec. 10, 2020.) The Project will not overlap with any of the FEMA funded work previously overseen by Cal OES and is limited to vegetation and tree removal on private property.

Discussion

All workers employed on public works projects must be paid at least the prevailing wage rates applicable to their work. (§ 1771.) Section 1720, subdivision (a)(1) defines “public works” to mean: construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. Section 1720, subdivision (a)(8) also defines “public works” to include tree removal done in the execution of a project under subdivision (a)(1). Further, maintenance work is another type of public work, and the prevailing wage law expressly applies to “contracts let for maintenance work.” (§ 1771; *Reliable Tree Experts v. Baker* (2011) 200 Cal.App.4th 785, 795-796 (*Reliable Tree*).)

There is no dispute that the Project is done under contract and paid for out of public funds. McConnell contends that the work it intends to perform for the Project does not qualify as public work under California’s prevailing wage laws, arguing that the work is not covered under section 1720, subdivisions (a)(1), (a)(8), or section 1771.

A. The Project Does Not Involve Construction, Alteration, Demolition, Installation, or Repair Work.

Tree removal work done in the execution of a public works contract involving construction, alteration, demolition, installation, or repair work is public work. (§ 1720, subs. (a)(1) & (a)(8).)

The removal of brush, vegetation, and trees for the Project cannot be characterized as construction, alteration, demolition, installation, or repair work as those terms have been defined under section 1720, subdivision (a)(1). Nor will the work to remove brush, vegetation, and trees be done in the execution of a project involving construction, alteration, demolition, installation or repair work. (See § 1720, subd. (a)(8).)

“California Climate Investments.” (Grant Agreement No. 5GG18119, Post Carr Fire Hazardous Fuels Reduction, Dec. 10, 2020.)

Thus, the work to be performed as part of the Project is not covered under the provisions of section 1720, subdivision (a).³

B. The Project Does Not Entail Maintenance.

Section 1771 expressly requires the payment of prevailing wages for work performed under maintenance contracts. (*Reliable Tree, supra*, 200 Cal.App.4th at p. 788.) The Court of Appeal has held that work involving trees and their removal along state highways constituted maintenance for the purposes of the prevailing wage law. (*Ibid.*) Following *Reliable Tree*, the Department has found tree removal under certain circumstances to constitute covered maintenance work under the prevailing wage law. (PW 2020-008, *Camp Fire Tree Removal Work – California Department of Resources Recycling and Recovery* (Apr. 29, 2020) (*Camp Fire*); PW 2018-030, *Salinas Fairways Tree Removal - City of Salinas* (July 29, 2021) (*Salinas Fairways*).⁴)

Work may constitute maintenance under the Labor Code and related regulations if it is “[r]outine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.” (§ 1771, Cal. Code Regs., tit. 8, § 16000.) As such, to qualify as maintenance, the work performed must be intended to preserve, protect, or keep a publicly-owned or a publicly-operated facility. Here, the Project will take place exclusively on private property, none of which is operated by a public entity, and McConnell does not anticipate that any of the work will take place in proximity to public rights-of-way. Because the Project is not anticipated to preserve, protect, or take place on publicly-owned or publicly-operated facilities or other real property, the work cannot constitute maintenance as it is defined by the Labor Code and implementing regulations.

³ None of the other definitions of “public works” in section 1720, subdivision (a) appear to be applicable to the work at issue in the Project. (See § 1720, subds. (a)(2) - (a)(7).)

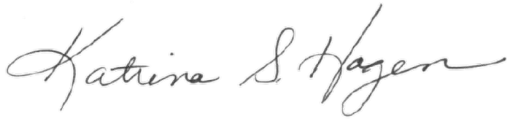
⁴ The removal of trees after a massive fire was required in order to remove obstructions from public rights-of-way and maintain the public rights-of-way in a safe, efficient and continuously usable condition for public use, as well ensuring public safety and reducing the risk of future invasive insect infestations. (*Camp Fire, supra*, PW 2020-008 at p. 6.) The removal of trees damaged in a storm from a publicly owned golf course was found to constitute maintenance. (*Salinas Fairways, supra*, PW 2018-030 at p. 4.)

Conclusion

For the foregoing reasons, the Post Carr Project is not public work and not subject to the requirements related to the payment of prevailing wages.

I hope this determination satisfactorily responds to your inquiry.

Sincerely,

A handwritten signature in cursive script that reads "Katrina S. Hagen".

Katrina S. Hagen
Director of Industrial Relations



Town of Paradise

Council Agenda Summary

Agenda Item: 6(a)

Date: January 14, 2025

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Tree Contractor Contract for Phase 2 of the Category 4 Tree Removal Program
LONG TERM RECOVERY PLAN: Yes

COUNCIL ACTION REQUESTED:

1. Consider approving the attached Professional Services Agreement and authorize the Town Manager to execute the following contract with Warner Enterprises. (ROLL CALL VOTE)

Background:

The Town of Paradise has been working alongside FEMA and CalOES since 2019 on the funding and implementation of the Category 4 Tree Removal Program. In 2022, Phase 1 of the program was approved and implemented. Town Staff procured arborist services and opened the program to applicants. 574 properties enrolled in the program, were assessed and had over 12,000 eligible trees identified for removal upon approval of Phase 2 of the program.

Full approval of the project was granted in September 2024 and we have been working on initial monitoring and final surveying of the 375 properties moving forward with tree removal. We anticipate removing nearly 11,000 trees over the next 6-9 months.

Analysis:

The Town of Paradise (TOP) is seeking one Licensed Timber Operator (LTO-A) Contractor referred to herein as the Tree Removal (TR) Contractor, to assist the Butte County Fire Safe Council (BCFSC) and Town of Paradise (TOP) with the Federal Emergency Management Agency (FEMA) Category 4 Tree Removal Program (HTRP- 0305), which removes hazardous burnt trees left from the 2018 Camp Fire that threaten private property that were not part of the prior hazardous tree removal activities.

- RFP # TOPC42024 was posted on October 29, 2024
- The RFP was closed on November 12, 2024 with 7 proposals submitted. The average cost of the received proposals was \$5,308,302.
- All proposals were scored by our review team consisting of Town of Paradise and BCFSC Staff.
- After scoring, two proposals were identified as the top proposals received and moved forward to an interview presentation.

- After the interview presentations, the review team unanimously chose **Warner Enterprises** for the award of the contract based on their experience, history of working in Paradise, project plan and understanding of the project needs.
- The FEMA approved budget for the tree removal contract is \$7.6m.
- **The contract will be for the Not-to-Exceed (NTE) amount of \$6,104,852.80.**

Financial Impact:

All funding for Phase 2 of the Category 4 Tree Removal Program has been secured with 75% being provided by FEMA/CalOES HMGP Funds and 25% being provided by a CalFire CCI Grant. All contracts being presented for approval fall within the budget categories already allocated within the grants. The only financial impact to the Town will be the task of managing cash flow between expenditure and reimbursement timing.

Attachment 1 - PROFESSIONAL SERVICE CONTRACT GREATER THAN \$25,000

This Contract, dated as of the last date executed by the Town of Paradise is between the Town of Paradise, a municipal corporation of the State of California, hereinafter referred to as "TOWN", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

VARIABLE INFORMATION TABLE					
Term of This Contract					
Term Begins			Term Completion Date		
On Following Date		December 10, 2024	On Following Date		December 31, 2025
Town Department		Recovery			
Basis of Price (Do Not v More Than One of the Following Four Blocks)					
Price	\$	Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		\$6,104,852.80	v if Reasonable Expenses are authorized in addition to Hourly Rate		
CONTRACTOR Contact Information			TOWN Contact Information		
CONTRACTOR	Warner Enterprises Inc		Project Manager	Brian Solecki	
Address	1577 Beltline Rd		Address	5555 Skyway	
City, State & ZIP	Redding, CA 96003		City, State & ZIP	Paradise, CA 95969	
Telephone	530-941-4655		Telephone	530-872-6291 x165	
Email	restorationmanagement1@gmail.com		Email	bsolecki@townofparadise.com	

WHEREAS, TOWN, through the TOWN Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
 October 21, 2024

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment 1 – Terms and Conditions (including Professional Services Contract)
- Attachment 2 – Regulatory Compliance Requirements for Expense Contracts
- Attachment 3 – Certification Regarding Debarment
- Attachment 4 - Non-Lobbying Certification
- Attachment 5 – Terms and Conditions
- Attachment 6 – INSURANCE REQUIREMENTS
- Attachment 7 – PROFESSIONAL CREDENTIALS
- Attachment 8 – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Typed or Printed Name	Signature	Date
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This Contract and the above listed Attachments represent the entire undertaking between the parties.

TOWN:

By:
Date

CONTRACTOR:

By:
Date:

REVIEWED FOR CONTRACT POLICY COMPLIANCE

By:

REVIEWED AS TO FORM:

Attachment 2: Regulatory Compliance Requirements for Expense Contracts

Expense contracts; Regulatory Compliance Requirements

All Town contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The Town may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the Town shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the Town may proceed with the work in any manner deemed proper by the Town. The cost to the Town shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the Town.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the Town Treasurer may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the Town by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the Town of Paradise, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the Town will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the Town the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the Town may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the Town and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A

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Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the

Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance,

or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the

compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor](#)'s legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions,

including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the Town and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require; and, also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

4. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to
- (3) each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (4) Withholding for unpaid wages and liquidated damages. The Town shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (5) Safety requirements. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Town or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Town or the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

6. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the Town agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A

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(GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at
- (2) 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (3) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (4) This certification is a material representation of fact relied upon by the Town. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
October 21, 2024

10. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

11. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements shall apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

12. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre approval.

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A

October 21, 2024

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment 1 the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

4.3. **Attachment 3: Debarment Certification**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

4.4. **Attachment 4: Non-Lobbying Certification**

INSTRUCTIONS FOR CERTIFICATION

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
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1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A

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(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

**ATTACHMENT 5
TERMS AND CONDITIONS**

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment III-Scope of Work” which is made a part of this Contract.
2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.
3. **Town Project Manager.** The TOWN Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.
4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of TOWN nor is the CONTRACTOR a partner or in any way directly affiliated with the TOWN. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.
5. **Ownership.** The TOWN retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the TOWN by the CONTRACTOR, and the CONTRACTOR shall not disclose any information, whether developed by the CONTRACTOR or given to the CONTRACTOR by the TOWN. The parties agree that the TOWN will own the work, products, inventions or information produced by the CONTRACTOR pursuant to this Contract.
6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
 - a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the TOWN and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.
 - b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as

a consequence of performing said duties.

- c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.
 - d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.
7. **Termination.** This Contract may be terminated by either the TOWN or CONTRACTOR by a thirty (30)- day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.
8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the TOWN, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the TOWN, but excluding liability due to the active negligence or willful misconduct of the TOWN. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to TOWN for any loss of or damage to TOWN property arising out of or in connection with CONTRACTOR's negligence or willful misconduct.
9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the TOWN's funding source herein may be TOWN, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with TOWN, State or Federal mandates and to reimburse the TOWN for any liability upon the TOWN for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.
10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to TOWN, State or Federal Governments' personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

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11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR's agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in **Attachment II** to this Contract.
12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with TOWN Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.
13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** TOWN has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by TOWN shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the TOWN.
15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Manager. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.
16. **Termination for Exceeding Maximum Term.** Contracts exceeding the five-year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Town Council. If this Contract was executed for the TOWN of Paradise by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds five years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the five-year limitation unless duly executed by the Town Council.
17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
 - a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
 - b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.

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- c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
- d. National Labor Relations Board Public Contract Code 10296.
- e. Domestic Partners – Public Contract Code 10295.3.
- f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The TOWN may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the TOWN shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the TOWN may proceed with the work in any manner deemed proper by the TOWN. The cost to the TOWN shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the TOWN.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of TOWN and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. TOWN will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR’S employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

- a. This contract is entered into by TOWN upon the express representation that CONTRACTOR has no other contracts in effect with TOWN except as described on Exhibit “A” hereto attached. Exhibit “A” is hereby made part of this contract by its reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).
- b. CONTRACTOR understands and will adhere to the TOWN’s policy that no contracts shall knowingly be issued to any current TOWN employee or his/her immediate family or to any former TOWN employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

Director of Human Resources
5555 Skyway
Paradise, CA 95969

- c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the Town of Paradise in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the TOWN for the advice of Town Attorney on the matter prior to executing this contract.

- 23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the Town of Paradise and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

- 24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

- 25. **No Implied Waiver.** In the event that The TOWN at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that TOWN waives its future rights to require the CONTRACTOR to fulfill those obligations.

- 26. **Entirety of Agreement.** This contract inclusive of all Attachments herein in stipulated and made part of the contract constitutes the entire agreement between these parties.

Acknowledgement of OTHER TOWN Contracts

List any and all contracts that you have with TOWN agencies. If none, you must stipulate "none." This cannot be left blank or omitted from the contract.

ATTACHMENT 6

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

***Please provide a copy of Attachment II to your insurance agent.**

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

 2. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than \$100,000 per person, \$300,000 each accident, \$50,000 property damage.

- 3) **Workers' Compensation Insurance:** As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to Contractor's profession, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

- #### **B. OTHER INSURANCE PROVISIONS** - The insurance policies are to contain, or be endorsed to contain, the following provisions:

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- 1) The Town of Paradise, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
- 2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Town.

C. WAIVER OF SUBROGATION: Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Workers 'Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Town.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.

F. VERIFICATION OF COVERAGE: Contractor shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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G. SPECIAL RISKS OR CIRCUMSTANCES: Town reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Town certificates of insurance and endorsements **before** beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Town for review.

ATTACHMENT 7
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

List required and essential credentials which will be available in the contract file and may or may not be hereto attached and which may be but are not limited to:

Professional Degrees

Licenses

Certifications

Bonds

ATTACHMENT 8

Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

At *(fill in the appropriate point)* prior to the end of the contract term an assessment may be made of the value of the professional services herein delineated and thus far received. At the conclusion of the assessment, it may be determined that the CONTRACTOR owes certain fulfillment and/or deliverables for which the remaining payments may be withheld up to 20% of the contract. The assessment may determine that there is additional work to be amended to this scope of work. In the event of an amendment, the CONTRACTOR shall be notified and the amendment submitted and duly authorized in accordance with TOWN Policy and Procedure. Otherwise, pertaining to this contract's scope of work it is the CONTRACTOR's responsibility to remain within the term and amount of the contract. If the terms and/or conditions of this contract including the amounts, rates, time and/or duration are exceeded in any way without fully executed amendment, the CONTRACTOR may not be reimbursed.

NOTE: If detail rate schedules or other documents are appropriate to the Scope of Work and separate from this Attachment III they must be stipulated in this Attachment by specific reference and thereby made part of this contract, labeled accordingly (Attachment III, Exhibit A, (or whatever the appropriate specific reference), etc.). They must also be included in the pagination of this contract. Consequently, it is necessary to scan them into the body of the contract where pagination control can make them inclusive.

Duties and obligations of the CONTRACTOR:

Since this is a professional service contract, this is the appropriate point in the contract to stipulate any subjective expectation that may be implied by their profession but once explicated become performance elements of the contract.

State all specific elements of the contract for which specific payment due as objectively as possible. Whether contract is based on hourly, daily, weekly, monthly rates; flat rate for deliverables; project milestone incremental payments; charges for use of particular (i.e., therapeutic) equipment or implements; any reports, criteria and schedule

If expenses are allowed, specify what is reasonable and/or reimbursable AND always state that expenses (unless per diem) must be preapproved and accompanied by receipts. There should be a cap to the expenses.

If "materials" are required, specify what they will (or might be) and some approximation not to exceed amount. Unless the materials are provisions of the "house" of the contractor, they will require receipts to be presented with invoice stipulating their charge.

State any circumstances under which no payment will be made.

State if payments are contingent on specific delineation on the invoice(s) such as coding or regulatory designated description.

Recommend that rates be laid out in table format if possible for clarity and ease of processing payments.

State specifically that payments stipulated are the Contractor's only compensation.

Duties and obligations of the TOWN:

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TOWN's obligations may be:

- Town reserves the right to award more than one contract, if desired.
- Make any relevant notification promptly
- Provide data promptly
- Provide schedules or set up meetings or respond to presentation of information promptly
- Pay upon provision as herein stipulated and after presentation of appropriate receipts and/or invoice.
- If possible avoid stipulating payment within specific period. If absolutely necessary state no less than 30 days and 60 days is not atypical.
- Town does not pay interest or penalties.

EXHIBIT C - PROPOSAL SUMMARY FORM

California Licensed Timber Operator "A" (LTO-A)

FEMA Category 4 Hazard Tree Removal Program

NAME OF BIDDER:

BUSINESS ADDRESS:

E-Mail:

The scope of work is described within this proposal and includes Independent Contract Tree Removal work. Bid prices are based on a cost per tree and treatment basis. Total tree count for project may vary due to issues beyond the control of TOP and/or BCFSC.

Fill out the following section as follows:

1. Provide one price per tree diameter class (R1, R2, R3, R4, R5) for both treatment types (Full Removal {Bid Table 1} & Lop and Scatter {Bid Table 2} PENDING APPROVAL), additionally please provide a total cost breakdown (Bid Table 3).
 - a. The provisions for payment under the contract will be subject to a ten percent (10%) withholding per invoice.
 - b. The withheld ten percent (10%) payment amount will be included in the final payment to the TR Contractor(s) and will only be released when all required work has been completed to the satisfaction of BCFSC and Forest Practice Rules compliance has been met per RPF Contractor.

Map of Project Area is attached as Exhibit D along with shapefiles and excel tree inventory.

Bid Table 1 – Full Removal (Tree count subject to change) ** See SOW section 6E & 6F for treatment standards**

Tree Diameter Size Class	Diameter Breast Height (DBH) Classes in Inches	Tree Count	Full Tree Removal (Cost per Tree)	Total
R1	5.00" – 11.99"	3624	\$	\$
R2	12.00" – 23.99"	3885	\$	\$
R3	24.00" - 35.99"	1445	\$	\$
R4	36.00" – 47.99"	393	\$	\$
R5	48.00" +	149	\$	\$
		9496	\$	\$

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Bid Table 2 – Lop and Scatter (Tree count subject to change) ** See SOW section 6G for treatment standards**

******PENDING APPROVAL******

Tree Diameter Size Class	Diameter Breast Height (DBH) Classes in Inches	Tree Count	Full Tree Removal (Cost per Tree)	Total
R1	5.00” – 11.99”	486	\$	\$
R2	12.00” – 23.99”	375	\$	\$
R3	24.00” - 35.99”	117	\$	\$
R4	36.00” – 47.99”	58	\$	\$
R5	48.00” +	17	\$	\$
		1053	\$	\$

Bid Table 3- Cost Breakdown

Treatment	Cost
Full Removal	\$
Lop and Scatter	\$
Total	\$

1. Equipment and Resources Available (please put as attachment) {Include Sub-TR Contractor(s)}
 - a. TR Contractor(s) shall provide a list of number of personnel available (i.e. operators, fellers, groundmen, etc)
 - b. TR Contractor(s) shall provide a list of equipment (i.e. material handlers, cranes, grapple trucks, bucket trucks, feller bunchers, tree skidders, skid steers, brush chippers, tub grinders, large-scale chippers, water trucks, water buffalos, street sweepers, etc) that is anticipated to be utilized to perform the work
 1. Include the type, model, size, year, and other pertinent information (i.e. rubber tired, rubber tracked, metal tracked, etc.)
 2. Include the number of pieces of equipment, and whether each piece is owned, leased, or rented
2. Tree Removal Contractor Background and Experience (please put as attachment)
3. References with Phone Numbers (please put as attachment)
4. Bidder Acknowledgement of the Receipt of Addendum (in the case that one is supplied)

 Name Signature Date

NOTE: This form must be included in the proposal and completed in its entirety in order for the proposal to be evaluated.

NOTICES

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
 October 21, 2024

All proposing Contractor responding to this RFP should note the following:

1. All work performed for TOP, including all documents associated with the project, shall become the exclusive property of TOP, FEMA, and CA. State University Chico - Northeast Information Center.
2. TOP reserves the right to:
 - a. Reject any or all submittals.
 - b. Request clarification of any submitted information.
 - c. Waive any informalities or irregularities in any qualification statement.
 - d. Not enter any contract.
 - e. Not to select any firm.
 - f. Cancel this process at any time.
 - g. Amend this process at any time.
 - h. Interview firms prior to award.
 - i. Enter negotiations with one or more firms on one or multiple projects.
 - j. Award more than one contract if it is in the best interest of the BCFSC.
 - k. Issue similar RFPs or RFQs in the future.
 - l. Request additional information during the interview.
3. The selected Contractor is expected to perform and complete the project in its entirety.
4. All costs arising from this RFP process incurred by any proposing firm shall be borne by the contractor without reimbursement by TOP.
5. California and Federal prevailing wage laws do not apply to this project.

Exhibit D - FIRE PLAN

Scope

1. The Provisions set forth below outline the channels of responsibility for fire prevention and suppression for fires created by vegetation management by contractor project activities, whenever there is a potential for wildfire danger.
2. The Contractor is responsible for prevention of wildfire ignition due to project work. No contractor will work or is allowed to have employees work alone.

Contractor

1. Contractors shall monitor and follow the Project Activity Levels (PAL) as directed by the project manager/monitor. The Project Activity Levels are listed below, and color coordinated by a map provided by the National 7-Day Significant Fire Potential website at the following location:
 - a. <https://fsapps.nwcg.gov/psp/npsg/forecast/>
2. Additional Fire Weather Forecast including **EXTREME** or **RED FLAG** conditions should be monitored at both the Cal Fire Red Flag Warning and Fire Weather Watches and NOAA Fire Weather Forecast websites.
3. The contractor will evaluate the risk of the project work and create a fire safe workspace and take appropriate actions.
 - a. Such action can range from an increase of onsite suppression capabilities to suspension of work.

Intent

1. This Fire Prevention Plan ensures Northern Region Fuel Reduction Crews are aware of, and comply with, the State of California's (State) fire prevention laws and additional fire preventive measures required by the Department. Some of the Departments' required fire preventive measures are stricter than the state fire prevention laws.
2. Crews should recognize conditions that may allow a fire to start.
3. Crews should take the appropriate precautionary measures to avoid a fire and be properly equipped and prepared to take appropriate action in the event of a fire.

Compliance with the Public Resources Code and Forest Practice Rules –

1. The California Public Resources Code (PRC) and Forest Practice Rules (FPR) contain many provisions to reduce the risk of fire.
2. Although your crews may not be "timber operators" as specified in the FPR or necessarily conducting "timber operations", the FPR does provide a sound basis for the best management practices when working in conditions that may ignite a fire.

3. These rules are also a State standard for timber regulations. By reference they are both incorporated into this Plan, and this Plan requires strict adherence to the PRC and FPR.

The BCFSC Project Manager/Monitor may cease all operations if he/she deems there to be a potential threat of fire based on predicted forecasts.

Fire Danger Rating and Color Code

Level A- Blue (low) and Level B- Green (moderate)

Minimum Fire Fighting Equipment

- 1 Shovels (size “0” or larger with an overall length of 46”)
- 2 McCleod’s
- 2 Axes
- 1 10-lb. ABC portable fire extinguisher
- 2 Back pumps within 25’ of working area.

Burning Operations:

1. A fire patrol person is required for ***burning operations*** from cessation of operations until 2 hours after operations cease or sunset, whichever occurs first on shaded fuel break projects.
2. Minimum of a 50-gallon water tank with spray pump, or a foam fire suppression system equivalent to 50 gallons of water, and 200 feet of hose with nozzle not less than 1-inch in diameter shall be on or adjacent to project for burning operations.
3. For the water tank option, the pump must be capable of producing 50 psi water pressure at a minimum of 20 gpm.

Chipping, Resident Assistance and Fuel Reduction

Projects Operations:

1. Chipper operators and resident’s assistance projects must patrol the area before leaving the site.

Level C: High (Yellow)

1. Chipper and chain saw operators and resident’s assistance projects must patrol the area before leaving the site.
2. **Pile burning is not allowed during these fire danger levels.**
3. Minimum of 250-gallon water tank with spray pump, or a foam fire suppression system equivalent to 250 gallons of water, and 200 feet of hose not less than 1-inch in diameter with nozzle shall be on or adjacent to project for burning operations.

4. For the water tank option, the pump must be capable of producing 50 psi water pressure at a minimum of 20 gpm.
5. Minimum Firefighting Equipment of Level B section II.

Level D Very High (Brown)

1. Minimum Firefighting Equipment of Level B section II.
2. Pile burning is not allowed during Level D, Very High fire danger level.
3. All following activities must end at 1 pm. Work may end earlier based on CALFIRE Conservation Camp Fire or other emergency obligations.
 - Rubber tired skidding
 - Chipping on roads or landings
 - Cable yarding
 - Road maintenance
 - Dirt moving
 - Hand slash disposal
 - Chainsaw operations on landings and roadbeds.
4. A fire patrol person is required to walk all areas treated that day once per hour, for at least 2 hours after the cessation of operations, or until sunset-local time (whichever occurs first). This includes chainsaw felling, metal track skidding, machines with chainsaw cutting heads and mastication equipment.
5. Minimum Firefighting Equipment.
 - Minimum of 250-gallon water tank with spray pump, or a foam fire suppression system equivalent to 250 gallons of water, and 200 feet hose not less than 1-inch diameter with nozzle shall be on or adjacent to project for shaded fuel break projects.
 - For the water tank option, the pump must be capable of producing 50 psi water pressure at a minimum of 20 gpm.
 - 2 Shovels (size “0” or larger with an overall length of 46”)
 - 2 McCleod’s
 - 2 10-lb. ABC portable fire extinguisher
 - 2 Back pumps within 25’ of working area.

Level E Extreme (Orange-Heat, Orange-Wind, Red Lightning)

RED FLAG: ALL work is prohibited on RED FLAG days with the following exceptions upon approval from the BCFSC Project Manager and RPF.

1. Loading logs, slash and existing chip piles with a loader in a designated landing is permissible on RED FLAG days as long as contractor designates an onsite supervisor capable of receiving notices, taking action, and directing a fire response.
2. Dragging and piling vegetation by hand is permissible on RED FLAG days as long as work area is accessible on dirt, gravel, or paved roads where vehicles

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A

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will not be driving/parked over vegetation. Contractor is required to designate an onsite supervisor capable of receiving notices, taking action, and directing a fire response.

3. Smoking on RED FLAG days is only permissible inside of a vehicle at a designated landing.

REQUIREMENTS: ALL OPERATIONS

1. Firefighting equipment shall be maintained and kept in a state of fire readiness. Tools shall be kept sharp.

Fire Patrol Duties:

- a. Each crew will have a designated fire patrol officer. This individual will be responsible for patrolling the work area at the end of the day to ensure that nothing is smoldering or burning.
- b. For work that may cause spark ignition fires (chainsaws, chippers, etc.), this will be performed before leaving the site for the chipping and residents assistance.
- c. For all project work the contractor will evaluate all fire risks and take appropriate actions to prevent the occurrence of fire.

Communications:

- d. Contractor will have reliable communication (cell phone, satellite phone or radio) present on the job site.
- e. If cellular coverage is not available, the location of the nearest residents with a land line should be identified.
- f. Crewmembers will be instructed to call 911 if any fire occurs.
- g. Contractors may use radio communication in order to directly report emergencies; especially in remote areas where cellular services are not available.

Clear Work Area:

- h. Where vehicles and chippers are in operation, the area will be prepared with a contingency line.

REPORTING ALL WILDFIRES: [CALL 911](#)

Contractor's employees shall report all fires to 911 immediately (including fires that have been extinguished) and the following facilities and/or personnel listed below within the first 4 hours of the event:

Size-up Report When Reporting a Wildfire or Other Incident: [Call 911](#)

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Be prepared to provide the following key information:

1. Incident Type (wildland fire, vehicle accident, medical, HazMat Spill etc.)
2. Location (have this Job Briefing with you)
3. Incident Status (for wildfires: size of fire, rate of spread, threats such as structures)
4. Best Access Routes
5. Special Hazards (power lines down etc....)
6. Your name and contact information

Call the Butte County Fire Safe Council office at 530-877-0984 or Taylor Nilsson at 530-966-1620 or the Project Manager/Monitor for your project.

**RED FLAG: All work is prohibited on RED
FLAG days Adjective Class Rating
A, B, C, D, E
Fire Danger Rating and Color Code**

Level A Low (L) (Blue) Minimum Fire Fighting Equipment

Fuels do not ignite readily from small firebrands although a more intense heat source, such as lightning, may start fires in duff or punky wood. Fires in open cured grasslands may burn freely a few hours after rain, but woods fires spread slowly by creeping or smoldering, and burn in irregular fingers. There is little danger of spotting.

Level B Moderate (M) (Green)

Fires can start from most accidental causes, but with the exception of lightning fires in some areas, the number of starts is generally low. Fires in open cured grasslands will burn briskly and spread rapidly on windy days. Timber fires spread slowly to moderately fast. The average fire is of moderate intensity, although heavy concentrations of fuel, especially draped fuel, may burn hot.

Short-distance spotting may occur but is not persistent. Fires are not likely to become serious and control is relatively easy.

Level C High (H) (Yellow)

All fine dead fuels ignite readily, and fires start easily from most causes. Unattended brush and campfires are likely to escape. Fires spread rapidly and short-distance spotting is common. High intensity burning may develop on slopes or in concentrations of fine fuels. Fires may become serious and their control difficult unless they are attacked successfully while small.

Level D Very High (VH)(Brown)

Fires start easily from all causes and, immediately after ignition, spread rapidly and increase quickly in intensity. Spot fires are a constant danger. Fires burning in light fuels may quickly develop high intensity characteristics such as long- distance spotting and fire whirlwinds when they burn into heavier fuels.

Level E Extreme (E) (Orange-Heat, Orange-Wind, Red Lightning)

Fires start quickly, spread furiously, and burn intensely. All fires are potentially serious. Development into high intensity burning will usually be faster and occur from smaller fires than in the very high fire danger class. Direct attack is rarely possible and may be dangerous except immediately after ignition. Fires that develop headway in heavy slash or in conifer stands may be unmanageable while the extreme burning condition lasts. Under these conditions the only effective and safe control action is on the flanks until the weather changes or the fuel supply lessens.

Fire Plan Certification:

Contractor has reviewed and will abide all State Laws and the Fire Plan.

Contractor Signature

Date

Exhibit E - TRAFFIC PLAN

Scope

1. TR Contractor(s) will provide for crew and public safety at all times. Strict control of roadway traffic if working along any roadway will be the top priority. Following all State of California Traffic Laws will be followed at all times.
 - a. Traffic operations:
 - i. <https://dot.ca.gov/programs/traffic-operations/camutcd/camutcd-rev5>
2. TR Contractor(s) will also be responsible for submitting all appropriate encroachment permits for the area of work. See following links :
 - a. Encroachment permits
 - i. Town of Paradise encroachment permit:
 1. <https://www.townofparadise.com/pwe/page/encroachment-permits>
 - ii. Butte County encroachment permit
 1. <https://www.buttecounty.net/941/Encroachment>
 - iii. State of California encroachment permit:
 1. <https://dot.ca.gov/programs/traffic-operations/ep>

Objectives

- i. Ensure the safety of workers, pedestrians, and motorists.
- ii. Minimize disruptions to traffic flow.
- iii. Comply with State and Local regulations.

Traffic Zones

- a. Work Zone:
 - i. The area directly impacted by construction activities.
- b. Buffer Zone:
 - i. The space between the work zone and traffic flow.
- c. Transition Zone:
 - i. The area where traffic transitions from normal flow to controlled flow.
- d. Traffic Control Measures

Signage and Markings

- a. Install temporary signs indicating construction ahead, speed limits, and lane closures.
- b. Use reflective tape on barriers and cones for visibility. Mark pedestrian crossings and detour routes.
- c. Barriers and Cones:
- d. Place barriers to separate work zones from traffic.
- e. Use orange cones to guide traffic and delineate lanes.
- f. Flaggers and Traffic Controllers.
- g. Employ trained flaggers during peak hours.

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- h. Coordinate traffic flow using hand signals and radios.

Lane Closures

- a. Implement lane closures during specific construction activities.
- b. Provide advance notice to drivers.
- c. Pedestrian Safety:
- d. Designate safe pedestrian paths away from construction areas.
- e. Install pedestrian crossing signs.

Vehicle Access

- a. Maintain access for emergency vehicles and local residents.
- b. Coordinate with emergency services.

Emergency Procedures

- a. Emergency Evacuation Routes:
- b. Clearly mark evacuation routes.
- c. Train workers on emergency procedures.
- d. Communication:
- e. Establish communication channels with emergency services.
- f. Have a designated person responsible for emergency coordination.
- g. Monitoring and Adjustments

Regularly assess traffic flow and adjust control measures as needed. Document incidents, near misses, and changes to the plan.

Traffic Plan Certification:

Contractor has reviewed and will abide all State Laws and the Traffic Plan.

Contractor Signature

Date



HMGP CATEGORY 4 HAZARD TREE REMOVAL PROGRAM

RECOVERY AND ECONOMIC
DEVELOPMENT DEPARTMENT



TOWN OF PARADISE
RFP #TOPC42024

BID DATE: NOVEMBER 12th, 2024
BID TIME: 4:00 PM

ATTENTION:

TOWN OF PARADISE
5555 SKYWAY
PARADISE, CALIFORNIA 95969

BRIAN SOLECKI
(530) 872-6291 X-165
BSOLECKI@TOWNOFFPARADISE.COM

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Cover Letter

TR Contractor

Warner Enterprises, Inc.
1577 Beltline Rd.
Redding CA 96003

Gary Warner
1577 Beltline Rd.
Redding CA 96003
530-941-4655

Federal Tax ID #: 94-2520820
LTO # A7611
CSLB C61/D49 # 1044903

TR Subcontractors

All Things Trees
PO Box 2022
Paradise, CA 95967
CSLB C61/D49 # 1073469

Mike Goggia Tree Service
PO Box 1112
Magalia, CA 95954
CSLB C61/D49 # 1052879

Crossfire Tree & Vegetation Services
3254 Indian Springs Rd.
Paradise, CA 95969
CSLB C61/D49 # 1033760

Tom's Tree Service
PO Box 2495
Paradise, CA 95967
CSLB C61/D49 # 652813

Gibson Tree Service
61 Freeman Blvd.
Oroville, CA 95966
CSLB C61/D49# 1025636

West Branch Tree Service
5834 Ponderosa Way
Magalia, CA 95954
CSLB C61/D49# 1031296

***See Key Personnel – Subcontractors for TR subcontractor experience and qualifications.**

Statements

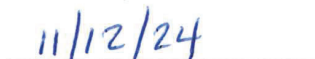
This proposal is valid for 120 days after receipt.

Warner Enterprises, Inc. acknowledges receipt of Addendum #1 to Request for Proposals issued 10/29/24 (originally posted 3/19/24).

Warner Enterprises, Inc. acknowledges receipt of Addendum #2 to Request for Proposals issued 11/7/24.



Gary Warner, Owner, Warner Enterprises, Inc.



Date

Company Overview

Warner Enterprises Inc (WEI) was founded by Paul Warner in 1977. Forty-five years of responsible and innovative forest management have set WEI apart in its efforts to be a leader in the industry. Current Vice President and Operation Manager, Gary Warner, joined the company full time in 1994. Working with both private and public partners WEI has treated thousands of acres with their diverse equipment options. From mechanical thinning operations to site prep with biomass removal and mastication, WEI has always prided itself in having the most experienced operators with the most effective equipment options for any job.

After the devastation of the Valley Fire in Lake County, WEI began to focus more attention, time and resources to emergency forest health projects and hazard mitigation. With the Tubbs Fire, Carr Fire, and then Dixie Fire burning millions of acres in multiple counties, WEI broadened its footprint and added the needed equipment and personnel to assist in the cleanup of these devastating wildfires. Working with PG&E, Ashbritt, ECC, Ceres Environmental, Army Corps, CalRecycle and many other state, county and local public works departments, WEI participated in all phases of recovery and hazard mitigation. WEI's skilled and experienced operators work productively, efficiently, and most importantly, safely, to fulfill the goals and objectives of each project we undertake.

WEI has always considered involvement in the community to be paramount to our goals and objectives. Supporting youth sports like Pop Warner Football, volunteering our time and energy at the annual Sierra Cascade Logging Conference, supporting, and advocating for the Heavy Equipment Program at Shasta College. WEI values the involvement of our company as well as our employees in the betterment of their communities.

WEI began its work in Paradise and Magalia with PG&E and Ashbritt, providing equipment and expertise in the initial phases of fire clean up after the 2018 Camp Fire. Once the power lines were back up and the debris clean up began, WEI opened a temporary green waste collection and processing facility in Magalia. WEI accepted trees and vegetative debris from the public and began working closely with the Butte County Fire Safe Council (BCFSC) on the Rotary Tree Hazard Tree Mitigation Project. WEI removed and processed thousands of trees while partnering with the community and the BCFSC. WEI also worked with Dan Efseaff and the Paradise Parks Department to cut and remove fire damaged trees and debris from hundreds of acres of city owned park property.

Over the last 6 years of recovery, WEI has worked hand in hand with BCFSC, Butte County RCD, Paradise Parks Dept, American Forest Foundation, My Sierra Woods, BLM and hundreds of local private landowners to restore some of what was lost in the terrible firestorm that was the Camp Fire. WEI continues to work with the BCFSC on rehabilitation and fuels reduction projects in Paradise and Magalia and would look forward to the opportunity to partner with the Town of Paradise (TOP) and BCFSC in the execution of this final phase of hazard tree removal.

Local Paradise Benefit

Warner Enterprises has been committed to showing support to Paradise and its recovery efforts following the 2018 Camp Fire. Although our company does not originate in Paradise, CA we have had a presence and been participating with this rehabilitation for numerous years, building strong ties within the community and lasting relationships with local subcontractors, vendors, sawmills, and other end-use facilities.

Having strong ties to many entities and landowners within the community, the companies who have come together for this project are deeply rooted in Paradise and are steadfast in their support of the town's recovery. It is a priority to our team to represent ourselves in a professional manner and provide quality services to our community. Utilizing local personnel and subcontractors not only provides a level of extra care for the community, but their familiarity with the terrain, and connection to local resources, add to the overall effectiveness of our team. We understand the sensitive nature of this recovery and have the shared goals of providing service above-and-beyond customer expectations, effective communication, and respect for public and private properties.

If awarded this contract, it is our expectation to purchase all parts, tools and materials, fuel, dining and groceries, and necessary lodging for the completion of work within the town limits. We will strive to promote the economic health of Paradise through such purchases in order to further benefit the recovery efforts. Warner Enterprises and its local subcontractors are confident that we can exceed expectations and provide safe, professional, timely, and cost-effective services to the Town of Paradise, BCFSC, and local community.

Key Personnel

Our carefully selected key personnel have extensive experience on similar FEMA funded projects throughout the State of California. These projects have included some of the largest hazard tree and debris removal contracts that have historically been performed after the catastrophic wildfires within the last decade. We feel that our combined experience will provide a one-of-a-kind value of skills and expertise to TOP and the local community to ensure our work exceeds expectations. Below were the positions held within the Incident Command Structure or subcontractor held positions on each of the contracts performed.

Gary Warner – Senior Project Manager, 30 years’ experience

Gary has over 30 years of experience managing thousands of acres of forest health projects. In 2014, he was awarded SCLC Logger of the year, is an Industry Representative of the Shasta Community College Heavy Equipment Program, and Board Member and Committee Chair of the Sierra Cascade Logging Conference. He specializes in business operations, business development, expansion strategies and implementation within the industry.

Licenses | Certifications | Education

- B.A. Degree in Communications
- Licensed Timber Operator (LTO)
- ACL Prologger Certification
- Butte County BDO Independent Review Committee Member
- CalFire Incident Awareness for Hired Vendors
- Board Member and Committee Chair for Sierra Cascade Logging Conference
- Advisory position Shasta College Heavy Equipment Program
- Member of Associated California Loggers and Logger’s Association of Northern California

Roles | Responsibilities

- *Operational, logistical management, and coordination of hazard tree removal activities*
- *Implements long and short-term plans to meet schedules and deadlines*
- *Review documented project progress for the entirety of the contract, adjusting schedules and targets on the project as necessary*
- *Ensures that contract specifications are being met*
- *Makes effective decisions on budgeting and contract negotiations*
- *Actively communicates with the BCFSC/TOP and provides cooperative problem solving to mitigate any issues that arise*
- *Evaluate Billing and Invoicing for accuracy, making any necessary revisions before submission*

Relevant FEMA Funded Project Experience

- ❖ **Project Manager** - 2018, Valley Fire Hazard Tree Mitigation Phase I & II Project, Lake County, CA
- ❖ **Project Manager** - 2018, USACE Fire Mission - Tubbs Fire Debris Removal, Sonoma & Napa Counties, CA
- ❖ **Project Manager** - 2019, Hazardous Tree Removal Services Carr Fire, Shasta County, CA
- ❖ **Project Manager, Trucking Subcontractor** - 2019, Camp Fire Debris Removal, Paradise, CA
- ❖ **Project Manager, Trucking Subcontractor** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA

Joe Williamson - Project Manager, 15 years' experience

Joe has experience ranging from performing timber harvest preparation to managing large-scale forestry and natural disaster contracts concurrently. He has an abundance of knowledge of US Forest Service contracts including, hazard roadside salvage, mechanical thinning, mastication, grapple piling, hand thinning and piling, and new road construction/reconstruction.

Licenses | Certifications | Education

- Licensed Timber Operator (LTO)
- ISA Certified Arborist
- Tree Risk Assessment Qualification

Roles | Responsibilities

- Operational, logistical management, and coordination of hazard tree removal activities
- Implements long and short-term plans to meet schedules and deadlines
- Review documented project progress for the entirety of the contract, adjusting schedules and targets on the project as necessary
- Ensures that contract specifications are being met
- Makes effective decisions on budgeting and contract negotiations
- Actively communicates with the BCFSC and provides cooperative problem solving to mitigate any issues that arise
- Evaluate Billing and Invoicing for accuracy, making any necessary revisions before submission

Relevant FEMA Funded Project Experience

- ❖ **Project Manager** - 2017, Redwood Valley Debris Removal, Redwood Valley, CA
- ❖ **Project Manager** - 2019, Camp Fire Debris Removal, Paradise, CA
- ❖ **Project Manager** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA
- ❖ **Project Manager** - 2021, 2021 Fires: Structural Debris & Hazardous Tree Removal, Lassen, Plumas, Siskiyou, Tehama, and Trinity Counties, CA
- ❖ **Project Manager** - 2022, Oak Fire Structural Debris & Hazardous Tree Removal, Mariposa County, CA

Bryant Brogan - Safety Manager, 10 years' experience

Bryant has managed WEI's safety program for 10 years. WEI's proactive safety protocols have resulted in 0 injuries and 0 lost workdays in more than 7 years. WEI maintains an experience modification rating of 63% and actively hires and trains to continue this extraordinary record of safety and worker productivity.

Licenses | Certifications | Education

- First Aid/CPR certification

Roles | Responsibilities

- Responsible for ensuring that regulatory requirements and industry best practices are met
- Regularly review and update safety protocols to address emerging risks
- Conduct thorough risk assessments to identify potential hazards
- Establish protocols for ongoing risk evaluation and management
- Develop and implement emergency response plans
- Conducts safety tailgate meetings in the field and performs routine check-ins with Hazard Tree Removal Crews to ensure jobsite safety for employees, clients, and public

Paul Warner – Project Coordinator/Registered Prof Forester, 55 years’ experience

Paul has over 55 years working in the forest industry, founding WEI with a vision to maximize the effectiveness and reduce costs of forestry management through a holistic approach using creativity, collaboration, technology, and scale. He is a pioneer in the forestry industry in California and brings his extensive expertise to benefit any project.

Licenses | Certifications | Education

- B.S. Forestry Cal Poly Humboldt
- Registered Professional Forester #482
- 45 years in business in all phases of forest management and fire technology
- CalFire Engineer
- Forester for Pacific Gas and Electric Company

Roles | Responsibilities

- Provides overall project coordination including planning, hazard tree removal activities, and haul-off to end use facilities.
- Aid the Project Manager, Superintendents, and Hazard Tree Removal crews in developing sound and actionable plans to mitigate hazard trees in close proximity to protected areas, along steep slopes, or near riparian areas and stream courses in accordance with the California Forest practice Rules and Best Management Practices.
- Work with the client Foresters, Archaeologists, Biologists, and Tribal Monitors to alleviate any issues arising from CalFire Exemptions, In Lieu Practices, the California Forest Practice Rules and/or the protection of resources.

Relevant FEMA Funded Project Experience

- ❖ **Project Coordinator** - 2018, Valley Fire Hazard Tree Mitigation Phase I & II Project, Lake County, CA
- ❖ **Project Coordinator** - 2018, USACE Fire Mission - Tubbs Fire Debris Removal, Sonoma & Napa Counties, CA
- ❖ **Project Coordinator** - 2019, Hazardous Tree Removal Services Carr Fire, Shasta County, CA
- ❖ **Project Coordinator, Trucking Subcontractor** - 2019, Camp Fire Debris Removal, Paradise, CA
- ❖ **Project Coordinator, Trucking Subcontractor** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA

DJ Gomes - Hazard Tree Removal Superintendent, 19 years’ experience

DJ has almost 20 years of experience in the residential and commercial tree industry. He has extensive experience managing multiple projects on a small and large scale. In addition to standard tree work, DJ provides emergency response efforts for storms and natural disasters. He serves his hometown and surrounding areas by performing volunteer work and has a large presence in the local community.

Licenses | Certifications | Education

- Licensed Timber Operator (LTO)
- Pest Control License
- Paradise Chamber of Commerce Member
- Associated California Logger Member

Roles | Responsibilities

- Supervises Hazard Tree Removal crews in the field, including tree removal, wood management, and haul-off
- Problem solves site specific issues and makes sure crew is achieving production goals
- Trains personnel in using proper felling techniques, equipment operation, and overall safety
- Coordinates removal of material associated with each site
- Implements contractual specifications in the field, attentive to the protection of resources and existing infrastructure

Shane Evans - Hazard Tree Removal Superintendent, 6 years' experience

Shane has a wide range of management experience on large-scale projects performing post-fire hazardous tree removal and US Forest Service Contracts. He specializes in high production logging and technical tree removal, along with excelling in planning, logistics, and boots on ground operational management.

Licenses | Certifications | Education

- Licensed Timber Operator (LTO)
- OSHA 30
- CalFire Incident Awareness for Hired Vendors

Roles | Responsibilities

- Supervises Hazard Tree Removal crews in the field, including tree removal, wood management, and haul-off
- Problem solves site specific issues and makes sure crew is achieving production goals
- Trains personnel in using proper felling techniques, equipment operation, and overall safety
- Coordinates removal of material associated with each site
- Implements contractual specifications in the field, attentive to the protection of resources and existing infrastructure

Relevant FEMA Funded Project Experience

- ❖ **Operator/Driver** - 2019, Camp Fire Debris Removal, Paradise, CA
- ❖ **Operator/Driver** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA
- ❖ **Crew Foreman** - 2021, 2021 Fires: Structural Debris & Hazardous Tree Removal, Lassen, Plumas, Siskiyou, Tehama, and Trinity Counties, CA
- ❖ **Crew Foreman** - 2022, Oak Fire Structural Debris & Hazardous Tree Removal, Mariposa County, CA

Charles Petersen – Project Engineer/Data Specialist, 5 years' experience

Charles has a diverse set of skills, ranging from data management and analysis to project and contract management. He has experience in project tracking, documentation, and record keeping for the analysis of operational data in scheduling, budgeting, forecasting, invoicing, quality control and overall implementation of contractual specifications. He has experience developing systems, training staff, and troubleshooting the collection of field data efficiently and accurately.

Licenses | Certifications | Education

- PHD, Mathematics

Roles | Responsibilities

- Designs processes for proper data collection and efficient analysis of all project data, including: pre and post site inspections, daily crew and hauling dispatch, and hazard tree removal
- Performs audits, reconciliation, and quality control of all data managed
- Analyzes project data to support the operational management team on budgeting, forecasting, and scheduling decisions
- Reconciles subcontractor, hauling, and end-use billing
- Tracks and documents project progress and prepares invoicing

Relevant FEMA Funded Project Experience

- ❖ **Project Engineer** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA
- ❖ **Project Engineer** - 2021, 2021 Fires: Structural Debris & Hazardous Tree Removal, Lassen, Plumas, Siskiyou, Tehama, and Trinity Counties, CA
- ❖ **Project Engineer** - 2022, Oak Fire Structural Debris & Hazardous Tree Removal, Mariposa County, CA

Emilie Jellema - Planning/Quality Control Manager, 10 years' experience

Emilie has almost a decade of experience in the forestry industry planning and coordinating operations on high profile post-fire remediation projects within California. She provides a copious number of skills ranging from personnel management to trucking logistics. She has experience in supporting the execution of a variety of types of post-fire remediation contracts for the US Forest Service and CalOES/CalRecycle.

Licenses | Certifications | Education

- ISA Certified Arborist
- ISA Utility Specialist
- Tree Risk Assessment Qualification

Roles | Responsibilities

- Supervises QC team to perform reconnaissance before operations commence to identify equipment to be utilized, potential hazards, and document any other pertinent information to relay to the crews, management, or BCFSC personnel
- Proposes runways for specific crew types to ensure more efficient operations
- Assists crew in troubleshooting issues regarding tree specifications and/or locations
- Supervises QC team to verify that after each parcel is completed to contractual requirements

Relevant FEMA Funded Project Experience

- ❖ **Project Coordinator** - 2019, Camp Fire Debris Removal, Paradise, CA
- ❖ **Planning Chief/QC Manager** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA
- ❖ **Planning Chief/QC Manager** - 2021, 2021 Fires: Structural Debris & Hazardous Tree Removal, Lassen, Plumas, Siskiyou, Tehama, and Trinity Counties, CA
- ❖ **Planning Chief/QC Manager** - 2022, Oak Fire Structural Debris & Hazardous Tree Removal, Mariposa County, CA

Mike Santuccio - Registered Professional Forester, 40 years' experience

Mike has a broad range of experience providing professional forestry services for clients such as CalFire, the US Forest Service, PG&E, Fire Safe Councils, CalRecycle, and private landowners. He is currently a Grader for the California Professional Foresters exam for the Board of Forestry and Fire Protection and participates in mentorship programs for College of the Redwoods.

Licenses | Certifications | Education

- Registered Professional Forester License #2553
- Archaeology Training Certification CLFA 2023
- A.S. Fire Science, Butte College/B.S. Forest Resource Management, Humboldt State University

Roles | Responsibilities

- Aid the Project Manager, Superintendents, and Hazard Tree Removal crews in developing sound and actionable plans to mitigate hazard trees in close proximity to protected areas, along steep slopes, or near riparian areas and stream courses in accordance with the California Forest practice Rules/BMP's.
- Works with the client Foresters and to alleviate any issues arising from CalFire Exemptions, In Lieu Practices, the California Forest Practice Rules and/or the protection of resources.

Relevant FEMA Funded Project Experience

- ❖ **Registered Prof. Forester** - 2020, Camp Fire Hazard Tree Removal, Paradise, CA
- ❖ **Registered Prof. Forester** - 2021, 2021 Fires: Structural Debris & Hazardous Tree Removal, Lassen, Plumas, Siskiyou, Tehama, and Trinity Counties, CA
- ❖ **Registered Prof. Forester** - 2022, Oak Fire Structural Debris & Hazardous Tree Removal, Mariposa County, CA

Subcontractors

All local subcontractors listed below are committing exclusively to Warner Enterprises for this contract if awarded.

Crossfire Tree & Vegetation Services

Crossfire is a local Paradise company which originated in 2005. They have provided fire prevention and tree services on thousands of acres, including large hazardous fuel reduction projects and shaded fuel breaks within and in surrounding areas of Paradise. Their clients include apartment complexes, commercial and residential property owners, municipalities, and utility providers. Their primary focus is to meet the needs of clients by leveraging their years of experience as a licensed tree service and fire prevention contractor to make expert recommendations. For each project, they develop a systematic approach to complete the task at hand efficiently. Crossfire Tree & Vegetation Services stands by their core values of honesty, integrity, and hard work. They ensure their clients feel heard, treated fairly, and receive excellent service.

Mike Goggia Tree Service

Mike Goggia Tree Service performs all phases of both residential and commercial tree work within Paradise, CA for the last 30 years. Mike specializes in all areas of tree care including trims, pruning, and full removals. Along with tree removal, Mike Goggia provides production timber falling for Jeff Rolls Logging. They have many clients within the town, public and private, and pride themselves on assisting in the Camp Fire recovery efforts.

West Branch Tree Service

West Branch Tree Service was established in 2017, by Jacob Brownlee, a Paradise/Magalia local. He provides full-service tree removal services for private and commercial clients within the community. He has specialty equipment, including a bucket truck, which enables him to perform more technical removals. Since the Camp Fire, he has been assisting landowners in recovery efforts to bring their properties back to a safe and healthy environment.

Tom's Tree Service

Tom's Tree Service is a fully licensed and bonded tree care company established in Paradise in 1980. Additionally, they have ISA TRAQ certified arborists on staff which enables them to perform Tree Risk Assessments. They specialize in hazard tree removals, pruning, removal, spraying for pest and disease, fertilizing to keep trees strong, plant health care, including cabling and bracing. They have been a huge part of the tree care industry within Paradise and Magalia for decades and pride themselves on continuing to serve the community bringing excellent tree care.

Gibson Tree Service

Gibson Tree Service has 10 years of local experience in the Paradise area providing services such as tree assessment, pruning, planting, removal, stump grinding, and training. They pride themselves on integrity, community, teamwork, quality, and sustainability. Although Gibson Tree Service is based out of Oroville, CA, the majority of their work since establishment has taken place up on the ridge. They provide many local contributions including donations to the Paradise Alliance Church, performing litter removal, free firewood donations to low-income families, and other Camp Fire charitable contributions. They look forward to being able to continue to serve the community and hope to have the opportunity to be a part of restoring Paradise. Gibson Tree Service is proudly Veteran owned and operated.

All Things Trees

All Things Trees was founded by James and Amanda Clark in Paradise in 2016. James has a passion for trees - he is an ISA Certified Arborist (#WE11572A) and an avid tree climber. They have a small, highly skilled, efficient crew who truly enjoy making the Ridge a safer place for all. All Things Trees are proud to say they have never lost hope for the Ridge. They returned immediately to continue raising their young children, rebuild their business, and support their community. All Things Trees provides their clients with a wide range of services ranging from pruning and cabling for maintenance, to tree removals, lot clearing and stump grinding.

North Fork Enterprises

Originated in 2020 and based out of Paradise, CA, North Fork Enterprises provides professional consulting services for forest management and natural disaster recovery contracts throughout California. NFE's personnel have held key positions in many large-scale FEMA funded post-fire mitigation projects including the Camp Fire, Dixie Fire, and Oak Fire. They will be assisting Warner Enterprises in project management, project planning and quality control, data collection, tracking, and reconciliation. They have extensive experience across various project scales, scopes of work, and clients which has given them the capability to manage a wide spectrum of projects.

Examples of size and scale of projects managed:

- **Park Fire Hazard Tree Mitigation IRSC** - 698 Acres (24.3 Miles) Roadside Hazard Felling
- **Bear Trap SSC** - 290 Acres (8 Miles) Roadside Hazard Felling, 139 Acres Mastication, 145 Acres Hand Cut & Pile
- **Camp Fire Hazard Tree Removal Project** - 38,466 Trees
- **2021 Fires: Structural Debris & Hazard Tree Removal** - 5 Counties, 985 Parcels, 22,596 Trees, 212,231 Debris Tons, 3,459 Truck Loads
- **Oak Fire Structural Debris & Hazard Tree Removal** - 158 Parcels, 2,906 Trees, 39,527 Tons, 3,459 Truck Loads
- **USFS Plumas IRSC** - 2,906 Acres Cut, Skid & Deck, 36,000 Tons, 1,440 Truck Loads

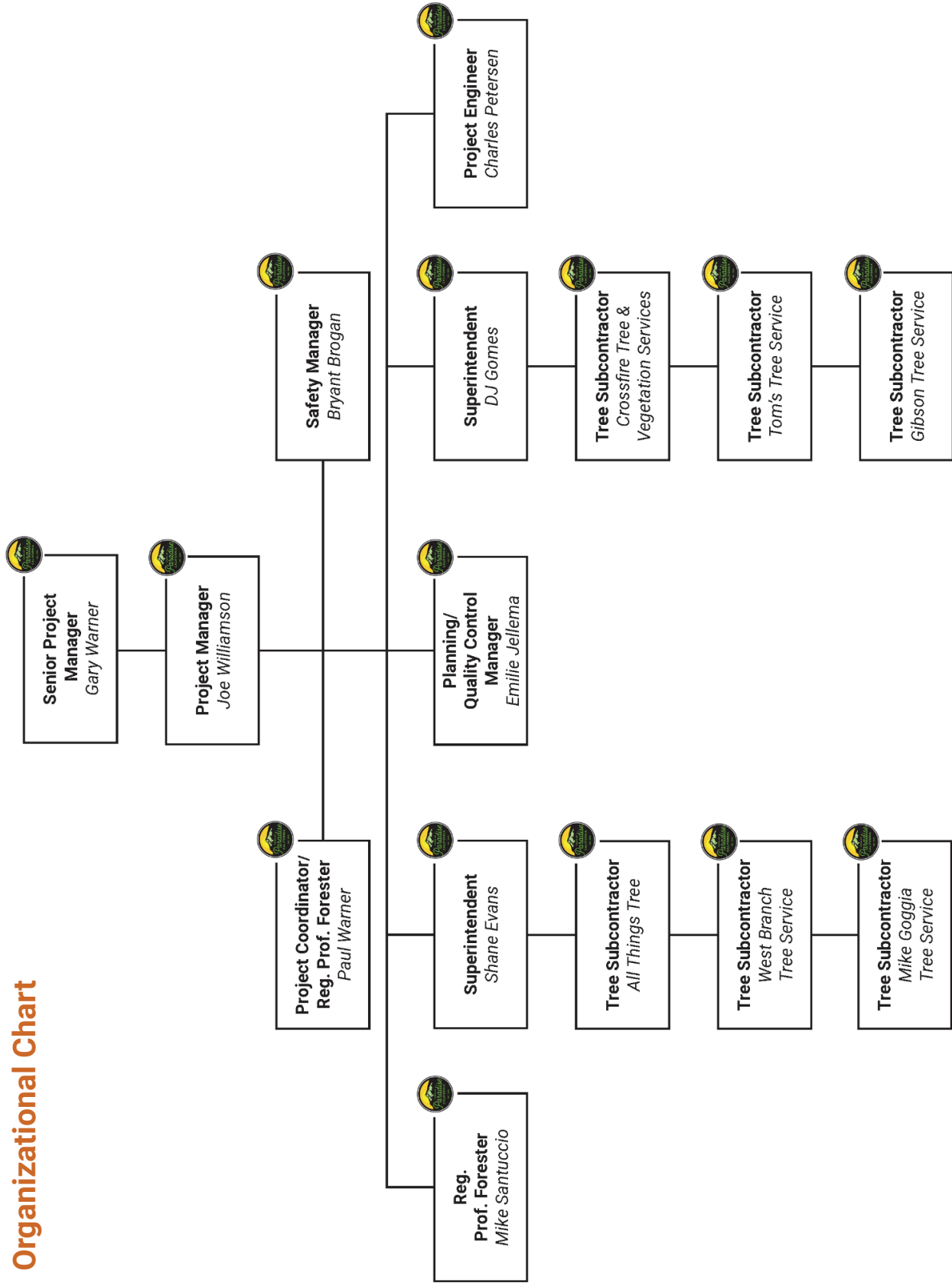
Mike Santuccio - Private Forestry Consultant

Mike Santuccio is a local Registered Professional Forester that provides forestry consulting services in Paradise, Ca and surrounding areas. He was a firefighter for CalFire and worked his way up to a Deputy Chief from 1979 to 2012. After CalFire he has worked for many different entities and in recent years has been providing private consulting for CalRecycle/CalOES FEMA funded natural disaster projects, local Fire Safe Councils, the National Forest Foundation, and the US Forest Service. He participates in the Forestry Mentorship Program for College of the Redwoods and is also a Grader for the California Professional Forestry Exam. In recent years he has worked with the key personnel that will be participating on this contract if awarded from North Fork Enterprises on post-fire hazard tree mitigation projects including the Camp Fire, Dixie Fire, and Oak fire.

Supplemental Subcontractors:

- **Traffic Control** - *Statewide Safety Systems*
- **Crane Services** - *Maxim Crane Works*
- **Street Sweeping** - *Plus Sweeping*
- **Debris Hauling** - *Justin Rolls Logging, Inc.*

Organizational Chart



Equipment & Resources Available

After our thorough reconnaissance of both the West and East branches of the project our team anticipates the use of four different crew types, depending on location and terrain, to complete the scope of work detailed in the request for proposals. We foresee that the majority of work will be performed by Crew Type 1 and anticipate that Crew Types 2, 3, and 4 will be assigned specific parcels where their technical expertise and equipment are needed. The number of personnel and type of equipment may vary due to the condition of each site, the needs of each of its individual trees, and the resources and/or infrastructure needing protection. To reduce the potential for property damage we anticipate utilizing rubber-tracked machines for the bulk of sites within the project area.

Below are examples of each crew build-up, the number of crews available, and estimated daily production:

Crew Type 1:
Estimated production: 25 trees/day
Hand Falling Crew - Capable of directional felling trees using wedges, jacks, and other cutting techniques to perform high production tree removal.
- Hand Faller
- Sawman/Groundsman
- Skidsteer w/Operator
- Pull-Behind Chipper
- Crane, Bucket Truck, or lift (as needed)*

Crew Type 2:
Estimated production: 15 trees/day
Climbing Crew - Capable of removing technical trees threatening infrastructure or other sensitive areas due to close proximity by directional felling and rigging with the use of ropes, bucket trucks, cranes, or other specialty tree equipment.
- Lead Climber
- Secondary Climber
- Skidsteer w/Operator
- Sawman/Groundsman
- Pull-Behind Chipper

Crew Type 3:
Estimated production: 70 trees/day
Logging Crew - Capable of performing tree removal operations on larger parcels with higher tree counts where cutting, skidding, and decking of material allows. This crew will also be primarily responsible for conducting all operations where in lieu practices are required.
<ul style="list-style-type: none"> - Hand Faller
<ul style="list-style-type: none"> - Hand Faller/Sawman
<ul style="list-style-type: none"> - Skidder w/ Operator
<ul style="list-style-type: none"> - Heel Boom w/Operator

Crew Type 4:
Estimated production: 30 trees/day
Tracked Chipping Crew - Capable of assisting all other crews where chipping larger material and/or quantity of material allows. This crew will be implemented depending on site conditions and terrain to increase productivity.
<ul style="list-style-type: none"> - Excavator w/Operator
<ul style="list-style-type: none"> - Tracked Chipper

Crew Availability Summary	
Contractor	# Crews Available
Crossfire Tree & Vegetation Services	(1) Crew Type 1, (1) Crew Type 2, (1) Crew Type 4
Mike Goggia Tree Service	(1) Crew Type 1, (1) Crew Type 2
West Branch Tree Service	(1) Crew Type 1, (1) Crew Type 2
Tom's Tree Service	(1) Crew Type 1, (1) Crew Type 2
Gibson Tree Service	(1) Crew Type 1, (1) Crew Type 2
All Things Trees	(1) Crew Type 1, (1) Crew Type 2
Warner Enterprises, Inc.	(2) Crew Type 3, (2) Crew Type 4

****If necessary, we have the ability to add additional resources if requested by the BCFSC/TOP***

Freight Equipment List

Type	Size	Year	Make	Model	Tracked/ Wheeled	#	Owned/ Leased/ Rented
Heel Boom	35 TON	2004	CAT	320C	Tracked	1	Owned
Heel Boom	35 TON	2020	CAT	538LL	Tracked	1	Owned
Heel Boom	35 TON	2016	Doosan	225	Tracked	1	Owned
Heel Boom	20 TON	2006	Link-Belt	160	Tracked	1	Owned
Heel Boom	20 TON w/ Winch	2012	Link-Belt	160	Tracked	1	Owned
Excavator	22 TON	1995	Hitachi	200Z	Tracked	1	Owned
Excavator	17 TON	2020	Takeuchi	TB2150	Rubber-Tracked	1	Owned
Excavator	15 TON w/ Grapple	2019	Link-Belt	145	Tracked	3	Owned
Excavator	5 TON w/ Grapple	2016	Bobcat	E45	Tracked	1	Owned
Dozer	15 TON	1998	CAT	D5M	Tracked	1	Owned
Skidder	25 TON	1997	CAT	527	Tracked	1	Owned
Skidder	25 TON	2015	John Deere	848L	Wheeled	2	Owned
Skidder	20 TON	2002	CAT	545	Wheeled	1	Owned
Skidder	20 TON	2017	John Deere	748L	Wheeled	1	Owned
Skidsteer	120 HP	2019	ASV	120	Rubber-Tracked	1	Owned
Skidsteer	112 HP	2019	Takeuchi	TLR12	Rubber-Tracked	1	Owned
Skidsteer	105 HP	2023	Bobcat	T86	Rubber-Tracked	2	Owned
Skidsteer	99 HP	2019	Bobcat	T870	Rubber-Tracked	1	Owned
Skidsteer	98 HP	2023	CAT	299D3	Rubber-Tracked	1	Owned
Skidsteer	95 HP	2016	CAT	299D2	Rubber-Tracked	1	Owned
Skidsteer	92 HP	2020	Bobcat	T770	Rubber-Tracked	1	Owned
Skidsteer	92 HP	2017	Bobcat	T770	Rubber-Tracked	1	Owned
Skidsteer	92 HP	2019	Bobcat	T770	Rubber-Tracked	3	Owned
Skidsteer	90 HP	2018	John Deere	331	Rubber-Tracked	1	Owned

Type	Size	Year	Make	Model	Tracked/ Wheeled	#	Owned/ Leased/ Rented
Skidsteer	75 HP	2017	CAT	259D	Rubber-Tracked	1	Owned
Skidsteer	66 HP	2020	Bobcat	T590	Rubber-Tracked	1	Owned
Skidsteer	25 HP	2021	Bobcat	MT100	Rubber-Tracked	1	Owned
Loader	25 HP	2021	Bobcat	L28	Wheeled	1	Owned
Grinder	500 HP	2021	Morbark	3600	Tracked	1	Owned
Chipper	20 IN	2009	Morbark	30/36	Trailer Mounted	1	Owned
Chipper	20 IN	2018	Morbark	20R	Tracked	1	Owned
Chipper	19 IN	2019	Bandit	19XPC	Tracked	1	Owned
Chipper	18 IN	1998	Bandit	280XP	Tow Behind	1	Owned
Chipper	15 IN	2019	Vermeer	BC1500	Tow Behind	3	Owned
Chipper	12 Inch	2018	Vermeer	BC1000	Tow Behind	2	Owned
Crane	130 TON	2018	Link-Belt/Te rex	RT130 Rough Terrain	Wheeled	1	Rented
Aerial Lift	87 FT	2020	Easy Lift	87-48AJ	Tracked	2	Owned
Aerial Lift	70 FT	2022	Nifty Lift	SD64	Wheeled	1	Owned
Bucket Truck	75 FT	2018	Freightliner	M2	Wheeled	1	Owned
Bucket Truck	60 FT	2008	GMC	2800	Wheeled	1	Owned
Grapple Truck	40 YD	2020	Freightliner	114SD	Wheeled	1	Owned
Grapple Truck	50 YD	2020	Peterbilt	567	Wheeled	1	Owned
Grapple Truck	78 YD	2020	Peterbilt	386	Wheeled	1	Owned
Chip Truck	14 YD	1999	Ford	F350	Wheeled	1	Owned
Chip Truck	14 YD	2008	GMC	Topkick	Wheeled	1	Owned
Water Truck	4000 GAL	1999	Freightliner	FLD 120	Wheeled	1	Owned
Water Truck	2000 GAL	2011	Ford	750	Wheeled	1	Owned

Type	Size	Year	Make	Model	Tracked/ Wheeled	#	Owned/ Leased/ Rented
Water Trailer	300 GAL	2020	Custom	Custom	Trailer Mounted	1	Owned
Fire Box	300 GAL	2023	FyreBx	T3	Skidsteer Attachment	1	Owned
Lowbed	25 FT	2008	Kenworth	T800	Wheeled	1	Owned
Lowbed	25 FT	2014	Kenworth	T680	Wheeled	1	Owned
Service Truck	Class 8 w/ Crane	2020	Peterbilt	337	Wheeled	1	Owned
Crew Truck	Class 5	2020	Ford	F550	Wheeled	2	Owned
Crew Truck	Class 3	2020	Ford	F350	Wheeled	1	Owned

Understanding & Work Approach

Statement of Availability to Perform

Warner Enterprises and its subcontractors have no conflicting obligations that would prevent them from timely completion of this contract. If awarded, WEI will mobilize our Project Management team within 48 hours of Notice to Proceed (NTP) and/or Initial Work Order (WO). Within 5 working days of the NTP/WO, WEI will deploy up to 5 Hazard Tree Removal Crews for each branch area.

We anticipate our team collectively cutting and removing an estimated 31 trees per crew per day, over approximately 340 crew days. These estimated production rates will allow for our crews to complete the project within three to four months, depending on the number of crews working and the rate at which work orders become available. Our team will add additional crews beyond the 10 required as necessary to expedite production and assure timely completion of the project.

If considered best value to the Town of Paradise and the local community, WEI would like to be considered for an award of both the East and West branches of Paradise. Not only are the majority of our key personnel locals to Paradise, but WEI would be utilizing an abundance of local subcontractors and other local resources to complete this project. We are confident our team can handle the size and scale of both branches and our available resources have the experience and expertise to execute this scope of work. We believe this proposal will deliver TOP the most efficient and cost-effective services, while also providing extra care to our local community by utilizing hometown crews and resources.

Potential Benefits of a Single Award

- One point of contact for the BCFSC/TOP
- Reduction of mobilization of specialty equipment
- Ability to divert resources as needed between both branches
- Reduce the overhead cost of management, biologist/archeologist, and field coordinators
- Less risk of crew delays, can shift crews to either branch to continue operations if necessary
- More work orders for the local subcontractors participating in our proposal
- Higher trucking efficiency to ensure trucks stay mobilized

If TOP elects to award two prime contractors, WEI requests a preference for the East Branch of Paradise due to the unique challenges, stream courses, and high-volume parcels. Our team's capability has been proven on similar projects in the past. WEI has both the equipment and experience to navigate in lieu practices and overcome challenges that may arise on this portion of the project. WEI believes if the project is divided that our team would provide maximum benefit to TOP if awarded the East Branch.

Planning

Warner Enterprises understands the importance of the communication command structure when performing projects at this scale and complexity. Our Project Manager(s) will act as the main point of contact to the TOP/BCFSC, providing coordination, updates on progress, and assisting in finding solutions to any issues that may arise.

If awarded, WEI anticipates performing a thorough pre-inspection of each parcel released by the TOP/BCFSC via a Work Order. Our team will inspect each property, checking for flagging of boundaries, infrastructure, sensitive areas, potential hazards, access issues, and traffic control needs. If access is needed from an adjacent parcel not signed up for the program to safely remove a tree or accelerate production, we will notify the TOP/BCFSC and request a "Right of Access" for said parcel. We anticipate acquiring all necessary permits during the initial pre-inspection phase of the project to ensure that the crews are able to begin operations promptly upon mobilization to the project.

During our reconnaissance of the project, we have observed many trees are missing paint and/or tree tags. We will work together with the TOP/BCFSC providing any assistance necessary to locate each tree and ensure each parcel is ready, streamlining operations.

In addition to verifying the information above, we will visually inspect the site to prescribe what equipment will be most suitable to perform operations, planning chipping and haul-off logistics, and the possible BMPs required for the specific site conditions. During this inspection we will attempt to identify any pre-incident, live, or dead trees within striking distance of PG&E infrastructure and report these findings to the TOP/BCFSC. Our team will provide a 48-hour notice to landowners before commencing work.

Our key personnel have performed many projects requiring alternative methods to remove hazard trees that typically would not be eligible for removal under the California Forest Practice Rules within FEMA funded projects. When these issues arise our Project Manager, Superintendent, and RPF will work together to assess the specific site and put a plan together to propose the best course of action to mitigate these hazards. In past projects we have created a written plan for a desktop review prior to authorization. Many sites would require a field meeting with the applicable agencies (CalFire, the Water Board, and Fish and Wildlife) for additional comments or considerations. Only once all modifications have been considered and/or altered and all agencies have consented to the proposed work plan we will move forward to execute operations. These sites typically require additional erosion control methods which will be determined in the approval process and implemented during and after operations take place.

Identification of Work Orders having trees designated for lop and scatter will be vital in the planning process. If the lop and scatter trees are approved, we would plan on developing a crew to specifically tackle the work orders where slope, brush, and terrain will challenge the safety and ability of the fallers to complete these trees. Additional resources will be provided to ensure the proper support and

safety in mitigating these hazards. WEI is confident our team has the experience and individuals needed to meet the specifications required by the TOP/BCFSC in completing this scope of work.

It is of extreme importance to show respect to the surrounding environments, archaeological and cultural resources, the local ecosystems, and the overall health of the public. When performing work, we always make it a point to keep good lines of communication open with any external agencies involved to ensure the right protection measures are in place and collectively work to mitigate any issues that may arise.

Hazard Tree Removal Operations

Our Superintendent and pre-inspection team will assess the available parcels and work together to ensure that each property is assigned to the proper crew. We plan to work with the TOP/BCFSC to develop runways of parcels for each crew to ensure the project is progressing in an safe, productive, and efficient manner.

After the pre-inspection phase of the project, but before operations begin on each parcel, a 360-walk of the parcel by the Crew Foreman will take place. The Crew Foreman will confirm their work approach and observe any potential hazards or other safety concerns and record these findings on their site-specific Job Site Analysis (JSA). Equipment inspection will take place before operations begin at each site to ensure that all machines are in proper working condition and not showing signs of leakage.

WEI crews will operate within the hours of 7:30 am to 6:00 pm. Crews will work together to assess/request pre-incident trees, mitigate all standing hazard trees, and process material for skidding and efficient removal to a safe location for hauling. We anticipate our cutters having the ability to relocate to the next Work Order to begin felling operations once all material has been processed for the wood management portion of the crew. We will work in a cohesive manner to support each other's work activities to allow for an efficient felling, wood management, and removal process meeting contractual requirements, Forest Practice Rules, and Town of Paradise Municipal Codes. All stumps will be cut and left no more than 10" in height. Chipping will be required for some parcels, especially sites needing additional erosion control. Chips will be spread throughout the disturbed area (excluding building footprints) not exceeding 4" in depth.

All crews will work diligently to ensure existing infrastructure is identified and protected before and during our operations. Many locations observed during our field review require alternative methods in order to remove all the associated material. Our team will work together to identify these issues and will have a plan in place implementing required machines and/or haul trucks to safely remove the specific trees. Any post incidental trees damaged during operations will be removed at no cost by WEI.

WEI will ensure during operations all crews be provided proper sanitation facilities either onsite or in close proximity. In addition, dust control mitigation will be implemented, and roads will be kept clean where necessary with a street sweeper.

During operations our crews will work closely with our management team and the TOP/BCFSC representatives to ensure that all activities are conducted in compliance with the Forest Practice Rules. We anticipate each work order to be prepared and a plan in place before operations begin. However, if unexpected situations occur (discovery of arc sites etc.), having been overlooked in the pre-inspection phase, our crews will immediately cease work and notify their Superintendent. The Superintendent or Project Manager will be responsible for notifying the TOP/BCFSC representatives and our management team of any issues arising from the crews. Our team will work collectively with the TOP/BCFSC representatives to ensure a proper plan is in place to mitigate any new findings.

Data Collection & Project Tracking

Warner Enterprises will provide a full-time Project Engineer, making it achievable to obtain accurate and up-to-date data on progress in hazard tree removal, hauling, and end-use across all Hazard Tree Removal Crews. Our Project Engineer will work with the Hazard Tree Removal Crews, Superintendents, Quality Control Manager, and TOP/BCFSC to ensure the proper utilization of the ArcGIS Field Maps feature access hosted by the TOP/BCFSC and will troubleshoot in the field as needed. During operations, Field maps will not only be used to help locate and distinguish each enrolled tree by its characteristics (GPS, species, DBH, and height), but to document the removal status (chipped on-site, Lop & scattered, or removed to an approved end-use facility) and stump photo with tree tag ID of each enrolled tree once felled. In addition, the Hazard Tree Removal Crews will assist in documenting any necessary notes and identify the presence of new or existing damage.

Beyond the use of the TOP/BCFSC hosted Field Maps to track hazard tree removal, our teams will schedule daily virtual meetings to communicate progress and address any issues pertaining to operations. We plan to implement a detailed dispatch report submitted routinely by the Superintendents and/or Crew Foreman. This model will ensure that each crew is on track with the target production goals, assist management in making on-the-fly operational adjustments, and provide backup data for tree removal reconciliation if the need arises.

Hauling to end-use will be tracked via daily truck tags. As required each tag will document the respective loads hauled that day. Apart from haul times, all addresses contributing to each specific load will be documented and have the end-use certified weight slip attached. We are confident that we can provide accurate and detailed data to the TOP/BCFSC in a timely manner for progress tracking, documentation, and invoicing necessary for FEMA Funding requirements.

Quality Control

Warner Enterprises plans to perform quality control during all phases of operations. Our Superintendent, RPF, and/or other management team members will periodically check each parcel or area of work to ensure that we are meeting the specifications and contractual requirements given by the TOP/BCFSC. If any marked trees are missed or material left onsite needing removal, WEI will coordinate with the TOP/BCFSC to redirect our crews to complete these tasks.

Our Quality Control team will perform daily inspections of completed work for each crew. We plan to utilize ArcGIS to digitally track progress and visually inspect the work being performed. Reconciliation of data will take place by our management team to ensure all cut trees/stumps are accounted for. All crews will be outfitted with tablets or smartphones with access to Field Maps/ArcGIS to verify that we are operating within the boundaries and abiding by the restrictions for sensitive areas within the contract.

After each parcel is complete and visually inspected/QC'ed by our Quality Control or management team, TOP/BCFSC's Project Manager will be notified to schedule an inspection for final completion sign-off.

Damages

Warner Enterprises and its subcontractors will take all possible measures to avoid any damage to private or public property throughout the duration of the contract. With local subcontractors being utilized, we see less risk of damages versus using crews from out of the area. Our team's shared values make us confident that extra caution will be provided to each landowner, private, and public property.

Each Hazard Tree Removal Crew will take before and after photos of threatened infrastructure that is in close proximity to our operations. If any damage is created during operations, we will have a protocol in place to notify the TOP/BCFSC's Project Manager as soon as possible. We will work with each landowner and the TOP/BCFSC to come to an agreement on how to resolve any issues that may arise. All damages deemed the fault of WEI will be repaired at our expense within 10 working days after notification of the TOP or BCFSC.

Temporary Processing Yard, Haul-Off, & End Use Facilities

Warner Enterprises does not anticipate the need for a Temporary Processing Yard at this time. If the need arises after the award, we would ensure that the designated site meets all federal, state, and county regulations and receive authorization before delivering material.

Our team plans on utilizing grapple trucks, end dumps, and log trucks to remove the material associated with this project. Each site will need to be assessed for accessibility and type of material

before a specific type of truck is dispatched. We anticipate having up to 20 trucks if necessary to support this project.

We expect hauling all material associated with this project, with the exception of the material chipped for erosion control to the below facilities:

California Hotwood

2865 S 5th Avenue
Oroville, CA 95965

Old Durham Wood, Inc.

8616 Durnel Dr. Durham,
CA 95938

Warner Enterprises, Inc.

Latona Biomass Complex
19195 Latona Rd
Anderson, CA 96007

Earthworm Soil Factory

(pending approval)

2552 Clark Road
Butte Valley, CA 95965

****Letters of commitment will be submitted if awarded prior to deployment of material to all end-use facilities.***

WEI plans to have our Superintendents handle the daily truck dispatching for this contract. At the end of the day each crew will report to their Superintendent anticipated loads per site, along with the type of truck needed to be able to schedule for pickup accordingly. WEI will ensure that all material is removed from each Work Order in a timely fashion after cutting and wood management is complete. We will utilize our internal trucking capabilities in addition to subcontractor resources to ensure that we are prepared for all the potential issues that may arise. If there are sites needing priority attention due to circumstantial constraints and/or safety concerns, this material will be removed in an expedited manner.

Safety

The safety of our employees, TOP/BCFSC personnel, support agencies, and the public is the top priority of Warner Enterprises. Being almost entirely local, our Key Personnel and tree crews are extremely familiar with navigating the project area. Our team is keenly aware of the challenges and obstacles they will face during implementation of the contract objectives. Before arriving at a new parcel, crews will have plans in place for traffic control and public safety based upon each site's unique needs and will ensure all operations are properly marked, meeting the requirements for signage and flagging. Properly trained flagging personnel will be provided as needed making sure any vehicles or pedestrians that may approach have safe passage through work zones. The use of handheld radios will be enforced to facilitate communication between crews.

While performing operations our Safety Manager and Superintendents will ensure all personnel and equipment meet the safety requirements for each specific task. If removal of a designated tree proves unsafe to the public or crews, WEI will work with the TOP/BCFSC staff to effectuate a solution, mitigating the hazard in the safest manner possible. All personnel will be trained and have a site-specific emergency plan and Injury Illness Prevention Plan (IIPP) to refer to in the case of an incident. All crew members have smartphones and radios to call out in case of an emergency. WEI will implement JSA's for each site and conduct routine safety tailgate meetings, emphasizing potentially high hazard areas and/or topics that may cause additional safety concerns.

Our team possesses the skills required to perform all aspects of this scope of work and has a program in place to cohesively train existing personnel and orient new hires. All WEI employees possess CPR/First Aid certification and are routinely trained on emergency evacuation protocols. This investment and preparation in safety training provides project personnel, as well as the public, with an environment of protection and prevention of unnecessary danger and injury.

WEI has been conducting forestry operations under California Forest Practice Rules for decades and has a complete understanding and is well versed in following the Fire Plan and requirements solicited in this Request for Proposal.

References & Background

FEMA Emergency Projects

June 2018
Project: <i>Valley Fire Hazard Tree Mitigation Phase I & II Project (Lake County)</i>
Contract Amount: \$1,632,498
Contact: Lars Ewing; Lake County Public Services Director (707) 262-1618
Description: FEMA-funded project monitored by Lake County personnel and Tetra Tech. Hazard tree cutting and removal on county right-of-ways. Mitigate hazards and protect improvements as per contract requirements.

December 2018-March 2019
Project: <i>USACE Fire Mission - Tubbs Fire Debris Removal (Sonoma/Napa Counties)</i>
Contract Amount: \$1,500,000
Contact: Gerardo Castillo office 800-244-5094 cell 512-565-3704
Description: FEMA-funded emergency debris removal performed under Ashbritt Environmental, the prime contractor.

April 2019
Project: <i>Hazardous Tree Removal Services Carr Fire (Shasta County)</i>
Contract # 704012
Contract Amount: \$950,000
Contact: Kevin Maple; Shasta County Public Works (530) 225-3834
Description: FEMA-funded project monitored by Shasta County Public Works representative. Hazard tree removal and processing of hazard trees in County ride-of-ways to protect public roadways and infrastructure

BCFSC Projects

April 2022
Project: <i>Skydog Fuels Reduction Project</i>
Contract Amount: \$162,500
Scale: 65 acres w/ 120 loads of Biomass and Firewood removed (valued at \$96,000)
Cal Fire Permit: 2-22EX-00390 BUT
Contact: Taylor Nilsson BCFSC; Kieran O’Leary BCFSC; Trevor Sherman BCFSC
Description: Mechanical and Manual tree removal to remove fire-damaged vegetation. Feller buncher piles skidded, chipped and removed to SRM, a biomass power plant in Anderson, CA. Firewood was delivered to California Hotwood in Oroville and Espinosa in Gerber. Follow up mastication to mitigate slash and brush concentrations.

May 2022
Project: <i>Campfire: Dry Creek Fuels Reduction Project</i>
Contract Amount: \$155,500
Scale: 110 Acres w/ 25 loads of Firewood, 15 loads chips delivered to SRM Biomass Plant
Cal Fire Permit: 2-22EM-00042 BUT
Contact: Trevor Sherman BCFSC; Kieran O'Leary BCFSC
Description: Fuels reduction project resulting from extreme fire damage in Dry Creek Drainage. Mechanical cutting and mastication of damaged fuels, spacing of remaining live trees, and mastication of tops and brush to reduce fuel loading.

November 2022
Project: <i>Skylock and Maple Creek Fuels Reduction and Forest Health Project</i>
Contract Amount: \$553,500
Scale: 404.5 Acres & chips delivered to SRM biomass plant in Anderson, CA
Cal Fire Permit: 2-22EM-00280
Contact: Kieran O’Leary, Taylor Nilsson; Katie Battaglia BCFSC
Description: Mechanical thinning of trees with feller buncher, skidder, chipping and removal. Mastication of brush to mitigate fuel loading and promote forest health.

February 2023
Project: Coutolenc Forest Health Restoration Project
Contract Amount: \$190,500
Scale: 130 Acres
Federal Permit: CX DOI BLM -CAN 060-2019-0028-EX
Contact: Dallas Koller BCRC; Kieran O’Leary BCFSC; Katie Battaglia BCFSC
Description: Mechanical Treatments including feller bunching, skidding and chipping of material damaged in the Camp Fire. Larger material was processed into firewood logs. Smaller trees were chipped and delivered to SRM biomass power plant in Anderson, CA. Follow-up mastication to further reduce fuel loading to enhance site prep and replanting.

Certifications

4.3. Attachment 3: Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGES TWO AND THREE BELOW)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: Warner Enterprises, Inc.

Name and Title of Authorized Representative: Gary Warner, Owner

Signature of Authorized Representative: 

Date: 11/12/24

4.4. Attachment 4: Non-Lobbying Certification

INSTRUCTIONS FOR CERTIFICATION

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
October 21, 2024

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out on page one.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A

October 21, 2024

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official:  _____
Name and Title of Contractor's Authorized Official: Gary Warner, Owner _____

Proposal Summary Form

EXHIBIT C - PROPOSAL SUMMARY FORM

California Licensed Timber Operator "A" (LTO-A)

FEMA Category 4 Hazard Tree Removal Program

NAME OF BIDDER: Warner Enterprises, Inc.

BUSINESS ADDRESS: 1577 Beltline Rd., Redding, CA 96003

E-Mail: restorationmanagement1@gmail.com

The scope of work is described within this proposal and includes Independent Contract Tree Removal work. Bid prices are based on a cost per tree and treatment basis. Total tree count for project may vary due to issues beyond the control of TOP and/or BCFSC.

Fill out the following section as follows:

1. Provide one price per tree diameter class (R1, R2, R3, R4, R5) for both treatment types (Full Removal {Bid Table 1} & Lop and Scatter {Bid Table 2} PENDING APPROVAL), additionally please provide a total cost breakdown (Bid Table 3).
 - a. The provisions for payment under the contract will be subject to a ten percent (10%) withholding per invoice.
 - b. The withheld ten percent (10%) payment amount will be included in the final payment to the TR Contractor(s) and will only be released when all required work has been completed to the satisfaction of BCFSC and Forest Practice Rules compliance has been met per RPF Contractor.

Map of Project Area is attached as Exhibit D along with shapefiles and excel tree inventory.

Bid Table 1 – Full Removal (Tree count subject to change) ** See SOW section 6E & 6F for treatment standards**

Tree Diameter Size Class	Diameter Breast Height (DBH) Classes in Inches	Tree Count	Full Tree Removal (Cost per Tree)	Total
R1	5.00" – 11.99"	3624	\$ 258.80	\$ 937,891.20
R2	12.00" – 23.99"	3885	\$ 673.80	\$ 2,617,713.00
R3	24.00" - 35.99"	1445	\$ 771.80	\$ 1,115,251.00
R4	36.00" – 47.99"	393	\$ 1,392.80	\$ 547,370.40
R5	48.00" +	149	\$ 1,788.80	\$ 266,531.20
		9496	\$ 577.59	\$ 5,484,756.80

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
October 21, 2024

Bid Table 2 – Lop and Scatter (Tree count subject to change) ** See SOW section 6G for treatment standards**

****PENDING APPROVAL****

Tree Diameter Size Class	Diameter Breast Height (DBH) Classes in Inches	Tree Count	Full Tree Removal (Cost per Tree)	Total
R1	5.00" – 11.99"	486	\$ 532.00	\$ 258,552.00
R2	12.00" – 23.99"	375	\$ 628.00	\$ 235,500.00
R3	24.00" - 35.99"	117	\$ 650.00	\$ 76,050.00
R4	36.00" – 47.99"	58	\$ 865.00	\$ 38,570.00
R5	48.00" +	17	\$ 672.00	\$ 11,424.00
		1053	\$ 588.89	\$ 620,096.00

Bid Table 3- Cost Breakdown

Treatment	Cost
Full Removal	\$ 5,484,756.80
Lop and Scatter	\$ 620,096.00
Total	\$ 6,104,852.80

1. Equipment and Resources Available (please put as attachment) {Include Sub-TR Contractor(s)}
 - a. TR Contractor(s) shall provide a list of number of personnel available (i.e. operators, fellers, groundmen, etc)
 - b. TR Contractor(s) shall provide a list of equipment (i.e. material handlers, cranes, grapple trucks, bucket trucks, feller bunchers, tree skidders, skid steers, brush chippers, tub grinders, large-scale chippers, water trucks, water buffalos, street sweepers, etc) that is anticipated to be utilized to perform the work
 1. Include the type, model, size, year, and other pertinent information (i.e. rubber tired, rubber tracked, metal tracked, etc.)
 2. Include the number of pieces of equipment, and whether each piece is owned, leased, or rented
2. Tree Removal Contractor Background and Experience (please put as attachment)
3. References with Phone Numbers (please put as attachment)
4. Bidder Acknowledgement of the Receipt of Addendum (in the case that one is supplied)

Gary Warner _____  _____ 11/12/24
 Name Signature Date

NOTE: This form must be included in the proposal and completed in its entirety in order for the proposal to be evaluated.

NOTICES

CATEGORY 4 TREE REMOVAL PROGRAM LTO-A
 October 21, 2024

All proposing Contractor responding to this RFP should note the following:

1. All work performed for TOP, including all documents associated with the project, shall become the exclusive property of TOP, FEMA, and CA. State University Chico - Northeast Information Center.
2. TOP reserves the right to:
 - a. Reject any or all submittals.
 - b. Request clarification of any submitted information.
 - c. Waive any informalities or irregularities in any qualification statement.
 - d. Not enter any contract.
 - e. Not to select any firm.
 - f. Cancel this process at any time.
 - g. Amend this process at any time.
 - h. Interview firms prior to award.
 - i. Enter negotiations with one or more firms on one or multiple projects.
 - j. Award more than one contract if it is in the best interest of the BCFSC.
 - k. Issue similar RFPs or RFQs in the future.
 - l. Request additional information during the interview.
3. The selected Contractor is expected to perform and complete the project in its entirety.
4. All costs arising from this RFP process incurred by any proposing firm shall be borne by the contractor without reimbursement by TOP.
5. California and Federal prevailing wage laws do not apply to this project.



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 6(b)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: Pioneer Energy Community Choice Aggregation Draft Ordinance
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Waive the first reading of Town Ordinance No. _____ and read by title only; and,
2. Introduce Town Ordinance No. _____, "An Ordinance of the Town Council of the Town of Paradise Authorizing the Implementation of a Community Choice Aggregation Program in the Town of Paradise Under Public Utilities Code section 366.2."

Background:

Pioneer Community Energy (Pioneer) is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Grass Valley, Lincoln, Nevada City, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity supply with a primary objective of providing competitive rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply (generation), and PG&E transmits and delivers the power through PG&E's infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure, as well as to provide meter reading and billing services for Pioneer's customers.

Analysis:

On July 2nd, 2024, the Pioneer executive team met with the Town Staff and team to discuss the benefits of joining a CCA, how Pioneer may be a fit for their region, and necessary next steps required to join Pioneer.

On July 9, 2024, the Pioneer executive team gave a presentation to the Town Council. This presentation was an overview of the many benefits of CCAs in general and Pioneer specifically. At this meeting, the Town Council authorized staff to proceed with an Impact Assessment Study.

At the December 19, 2024, Pioneer Governing Board meeting, the Board approved unanimously to allow staff to begin the process of amending the JPA to allow the Counties of Butte, Nevada,

Sutter, and Tuolumne; the Cities of Chico, Oroville, Live Oak, Sonora, and Yuba City; and the Town of Paradise to join.

According to the Impact Assessment Study which was presented to Council at the November 2024 Council meeting, by the Pioneer leadership team, the expansion provides potential benefits to the residents and businesses in the new member service territories. Significant benefits include:

- **Stable and Competitive Rates** – From 2018 through 2023, Pioneer customers have saved \$85 million, with an additional \$21 million in anticipated savings in 2024.
- **Local Control** – As a member of the JPA, the City/County will have one seat on the Pioneer Board of Directors. This person is appointed by the Council/Board from the elected officials. All meetings are open to the public and every representative's voice will be heard.
- **Legislative & Regulatory Influence & Advocacy** – Pioneer is an advocate for the member agency residents and businesses by working with the California State Legislature, the California Public Utilities Commission (CPUC), the California Energy Commission, and PG&E on behalf of customer interests and concerns.
- **Local Jobs and Power Supply Resources** – Pioneer supports local business and prioritizes local power contracts, goods and services. The projected savings for Pioneer customers will result in additional spending by residents and businesses, further stimulating the local economy.
- **Programs** – The new members will have an impact on energy efficiency programs that are developed and the ability to customize programs to meet their specific needs.

If approved tonight, the second reading of the ordinance will take place at the February 2025 Council meeting, along with a vote to adopt a resolution to join the Pioneer Energy JPA. Pioneer plans to submit an Implementation Plan detailing Pioneer's expansion and planned service launch to the CPUC in March 2025. Based on results of the Impact Assessment Study, the optimal time for a service launch into the Town of Paradise is October 2027, which allows Pioneer's procurement team the time needed to secure power resources while remaining in compliance and avoids the costly summer months. Pioneer will work with the Town of Paradise on a comprehensive education and outreach campaign to ensure a strong public understanding of expansion into each area.

Financial Impact:

The fiscal impact was a cap of \$15,000, split between jurisdictions to fund half of the cost of the Impact Assessment Study with Pioneer funding the other half. There is no risk to the General Fund as the cost to serve the new members is funded through Pioneer rates.

**TOWN OF PARADISE
ORDINANCE NO. _____**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING
THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM IN THE
TOWN OF PARADISE UNDER PUBLIC UTILITIES CODE SECTION 366.2**

**THE TOWN COUNCIL OF THE TOWN OF PARADISE, STATE OF CALIFORNIA, ORDAINS
AS FOLLOWS:**

SECTION I:

The Town Council hereby finds and determines as follows:

1. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Statute 2002, Chapter 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine electricity load of its residents and businesses in a Community Choice Aggregation program (CCA). The Act expressly authorizes participation in a CCA through a joint powers authority; and
2. On September 9, 2015, the County of Placer and the City of Colfax entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code section 6500, et seq.; and
3. The California Public Utilities Commission certified the "Implementation Plan" of the Sierra Valley Energy Authority, confirming compliance with the requirements of the Act; and
4. On February 22, 2017, the Amended and Restated Joint Powers Agreement became effective and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and
5. Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy ("Pioneer"), as it is known today; and
6. Subsequent amendments to the Amended and Restated Joint Powers Agreement have authorized the County of El Dorado and the Cities of Grass Valley, Nevada City, and Placerville to become Voting Members; and
7. Currently electricity is generated and provided to the residents of the Town of Paradise by Pacific Gas and Electric Company (PG&E) with no alternative provider for the Town.
8. The Town finds it important that its residents, businesses and public facilities have alternative choices to energy procurement beyond PG&E.
9. In 2024, the Town and Pioneer began discussions and studies to consider the financial feasibility and assessed risk of the addition of Town into the service area of Pioneer.

10. Contingent on completion of those discussions and studies, the Town believes joining Pioneer will provide financial and other advantages to businesses and residents of the Town.

11. The Amended and Restated Joint Exercise of Powers Agreement requires a prospective member to individually adopt a resolution of intent expressing desire to become a member of the Joint Powers Authority and adopt an ordinance electing to implement a CCA within its jurisdiction under California Public Utilities Code section 366.2.

12. The Town finds that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a “project” since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Reg. § 15378). Further, the ordinance is exempt from CEQA, as there is no possibility that the ordinance or its implementation would have a significant effect on the environment. (14 Cal. Code Reg. § 15061(b)(3)).

SECTION II:

The Town Council of the Town of Paradise authorizes the implementation of a Community Choice Aggregation Program within the areas currently served by PG&E through participation in the Community Choice Aggregation Program of the Pioneer Community Energy Joint Powers Authority, contingent on all of the following: (a) completion of the impact analysis by Pioneer, (b) adoption of a resolution of intent by the Town expressing the Town’s desire to become a member of Pioneer, (c) approval of Pioneer Community Energy’s Amended and Restated Joint Exercise of Powers Agreement, as amended, by the Town, (d) approval by the Governing Board of Pioneer Community Energy of the membership of Town, and (e) the certification by the California Public Utilities Commission of the Implementation Plan filed by Pioneer to include the Town.

SECTION III:

The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be invalid, the Town Council of the Town of Paradise declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be invalid and such invalidity shall therefore not affect the remaining provisions of this Ordinance which shall remain in full force and effect or the validity of its application to other persons or circumstances.

SECTION IV: Severability. If any provision of this ordinance or the application thereof to any person or circumstances is for any reason held to be invalid by a court or competent jurisdiction, such provision shall be deemed severable, and the invalidity thereof shall not affect the remaining provisions or other applications of the ordinance, which can be given effect without the invalid provision or application thereof.

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Steve Crowder, Mayor

ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



Town of Paradise

Council Agenda Summary

Agenda Item: 6(c)

Date: January 14, 2025

ORIGINATED BY: Jessica Erdahl, Supervising Project Manager
REVIEWED BY: Jim Goodwin, Town Manager
SUBJECT: 2025 Off-System Road Rehabilitation Project– PSE
Approval and Authorize Advertisement for Bids.
LONG TERM RECOVERY PLAN: Yes, Tier 1

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 2025- ____, “A resolution of the Town Council of the Town of Paradise Approving the Plans, Specifications and Estimate for the 2025 Off-System Road Rehabilitation Project and Authorizing Advertisement for Bids on the Project”.
(ROLL CALL VOTE)

Background:

Due to the ongoing recovery effort and debris removal operations within the Town and Butte County, the Town’s off-system roadway infrastructure sustained heavy damage in the wake of the Camp Fire. The pavement structural sections were damaged in two ways:

1. Pavement Scarring due to Car Fires – On the day of the Camp Fire, several motorists were required to abandon their vehicles and continue evacuating on foot. The subsequent car fires damaged the pavement, justifying the need for repair.
2. Pavement structural section damage due to heavy truck traffic – Following the Camp Fire, the Town experienced a staggering level of truck traffic. During the CALOES Debris Removal effort, over 3.7 million tons of material was removed, equivalent to approximately 300,000 truckloads. During that same period, PG&E, Comcast, and AT&T restored their damaged distribution infrastructure. Additionally, PG&E removed over 92,000 trees, and an additional 100,000 trees were removed in 2020 as part of the Hazard Tree Removal Program. The volume of trucks using the Town’s off-system roads has resulted in damage to the pavement structural section, justifying the need for rehabilitation.

The Town coordinated with the Federal Emergency Management Agency (FEMA) and the Department of Housing and Urban Development (HUD) to secure permanent restoration funding to repair damaged off-system roads town wide. Through the Public Assistance and Community Development Block Grant-Disaster Recovery Programs, the Town of Paradise has been approved for \$43,205,510 for the off-system road rehabilitation project. The approved project is located on “Off-System” roads. Off-system roadway rehabilitation include roadways that are not on the on-system roadways and will be funded by FEMA and HUD.

On November 10, 2020, Paradise Town Council awarded master on-call contracts to Mark Thomas, Dokken Engineering, GHD, Inc., Wood Rodgers, Inc. and Dewberry Drake Haglan to perform on-call professional civil engineering services for a variety of local, state, and federally-funded projects. Subsequently, in January 2021, task orders were issued to GHD, Dokken

Engineering, and Dewberry to perform civil design services on the off-system road rehabilitation project.

The overall scope of work for the Project can be summarized as follows:

- Repair Camp Fire damaged off-system roads to achieve a pre-fire condition.

On August 17, 2023 Paradise Town Council awarded Contract No 8407.1.CON, 2023 Off-System Roadway Rehabilitation (Project 1) to Hat Creek Construction and Materials in the amount of their base bid plus additive bid #1,\$5,756,809.

On May 14, 2024 Paradise Town Council awarded Contract No 8407.2.CON, 2024 Off-System Roadway Rehabilitation (Project 2) to Baldwin Contracting Company, Inc. dba Knife River Construction in the amount of their base bid \$7,565,944.94.

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

A project map if the proposed 2025 project limits are provided in this Agenda Summary.

Analysis:

The off-system road rehabilitation project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire and necessary to restore roadway infrastructure to a pre-fire condition.

Road rehabilitation projects will be identified based on utility undergrounding completion. As segments of utilities are nearing completion, the Town of Paradise will identify and bid specific segments of roadways as individual projects. The goal of this approach is to maximize efficiency, partnership and remain good stewards of precious public funds and community impacts by reducing excavations into recently rehabilitated roadways.

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

Advertise for bid:	January 2025
Award Contract:	March 2025
Construction:	Spring 2025

Project 3 (2025) – 20 miles

Academy Dr	Country Oaks Dr	Fox Rd	Montna Dr	Robin Pl
Alexander Ct	Crandall Way	Freestone Ct	Mountain Meadow Ct	Rocky Ln
Apple View Way	Danika Ct	Gate Ln	N Libby Rd	Salida Way
Arany Ct	Dawnridge Ct	Ginny Ln	Nedry Ln	Salida Ct
Arrowhead Dr	Dean Rd	Harvey Rd	Nelsen Ct	Sawmill Rd
Bella Vista	Debbie Ln	Hazel Way	Nielsen Dr	Scott Dr
Bellevue Dr	Del Mar Ave	Highland Ln	Norwood Dr	Scottwood
Berkshire Ave	Del Monte Ave	Himmel St	Nunneley Rd	Sequoia Ct
Berkshire Way	Delia Way	Hollybrook Dr	Oak Way	Shay Ln
Billie Rd Ext	Deodara Way	Ingalls Rd	Oakwood Ln	Serra Park Dr
Black Olive	Diamond Ave	June Way	Paloma Rd	Sweetbriar Ln
Bonnie Ln	Dolores Dr N	Keith Rd	Pamela Dr	Sylmar Ln
Brook Way	Dolores Dr S	Kenglo Dr	Paradisewood Dr	Sylvan Way
Cabernet Ln	Drendel Ct	Lancaster Dr	Parkwood Way	Twin Oaks Dr
Candlewood Ct	El Toro Ct	Lillian Ave	Puddle Duck Ct	Vineyard Dr
Chris Ct	Fickett Ln	Lofty Ln	Recreation Dr S	Vista Knolls Dr
College Hill Rd	Firland Dr	Mabelle Way	Recreation Dr N	York Towne Manor
Conifer Dr	Forest Ct	Maxwood Dr	Redwood Ln	Young Ave
Coral Ave	Forest Ln	Meline Ct	Rexdale Ln	Zenith Ln
Coral Ct	Foster Rd	Molokia Dr	Ridgecrest Dr	

Financial Impact:

FEMA Public Assistance and Community Development Block Grant-Disaster Recovery funds have been authorized for construction and construction engineering phases.

The total estimated construction and construction engineering cost for off-system roads town wide is \$42,774,527 and \$17,449,210 for the 2025 project. The estimated funding breakdown is shown below. A detailed project accounting description for each project bid will be made available at the time of contract award.

2025 Off-System Road Rehabilitation Project

Contract Items	Total Estimated Cost	Total Participating Cost	FEMA/CalOES 93.75 %	CDBG-DR Match 6.25%	Non-Participating (Storm Drain)
Construction Project 3 - 2025	\$14,541,008.00	\$14,394,743.00	\$13,495,071.56	\$899,671.44	\$146,265.00
Contingency (10%)	\$1,454,100.80	\$1,439,474.30	\$1,349,507.16	\$89,967.14	\$14,626.50
Construction Management (10%)	\$1,454,100.80	\$1,439,474.30	\$1,349,507.16	\$89,967.14	\$14,626.50
Total	\$17,449,209.60	\$17,273,691.60	\$16,194,085.88	\$1,079,605.73	\$160,891.50
Total Available Funding	\$22,501,565.90	\$22,340,674.40	\$16,336,091.63	\$6,004,582.78	\$160,891.50
Balance	\$5,052,356.30	\$5,066,982.80	\$142,005.75	\$4,924,977.05	\$0.00

Required matching funds, \$1,079,605.73 (6.25%), will be funded by the Community Development Block Grant-Disaster Recovery fund. Non-participating storm drain infrastructure and maintenance costs will be funded with Development Impact Fees.

Attachments:

- A. Resolution
- B. Project Map 2025

**TOWN OF PARADISE
RESOLUTION NO. 2025-_____**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PARADISE APPROVING THE PLANS, SPECIFICATIONS AND
ESTIMATE FOR THE 2025 OFF-SYSTEM ROAD REHABILITATION
PROJECT AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE
PROJECT.**

WHEREAS, off-system roads sustained damage as a result of the Camp Fire;
and,

WHEREAS, the Town of Paradise has received an allocation of \$43,205,510 of Federal Emergency Management Agency Public Assistance and the Department of Housing and Urban Development Community Development Block Grant-Disaster Recovery Program funds; and,

WHEREAS, the purpose of the Public Assistance and Block Grant-Disaster Recovery Programs are to Repair or reconstruct Non-Federal aid highways and roads (“Off-System”) which have suffered serious damage as a result of natural disasters.

WHEREAS, eligible repairs may include, but are not limited to, damage occurring to pavement or other surface courses, shoulders, embankments, cut slopes, roadside development, and stream channels, whether man-made or natural. Pavement repairs or reconstruction may also include rock slope protection, cribbing, or other stream bank control features, bridges, retaining walls, culverts and debris removal, including other deposits from roadway drainage channels and the traveled way.

WHEREAS, the 2025 Off-System Road Rehabilitation Project is consistent in scope with the approved Public Assistance and Community Development Block Grant-Disaster Recovery funds: and,

WHEREAS, the 2025 Off-System Road Rehabilitation Project is consistent with priorities identified in the Paradise Long-Term Recovery Plan prepared in response to the 2018 Camp Fire.

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

Section 1. The design, plans, specifications and estimate for the 2025 Off-System Road Rehabilitation Project described in the Town Council Agenda Summary for this Resolution are hereby approved.

Section 2. The Public Works Department is authorized to advertise the 2025 Off-System Road Rehabilitation Project.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 14th day of January 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Steve Crowder, Mayor

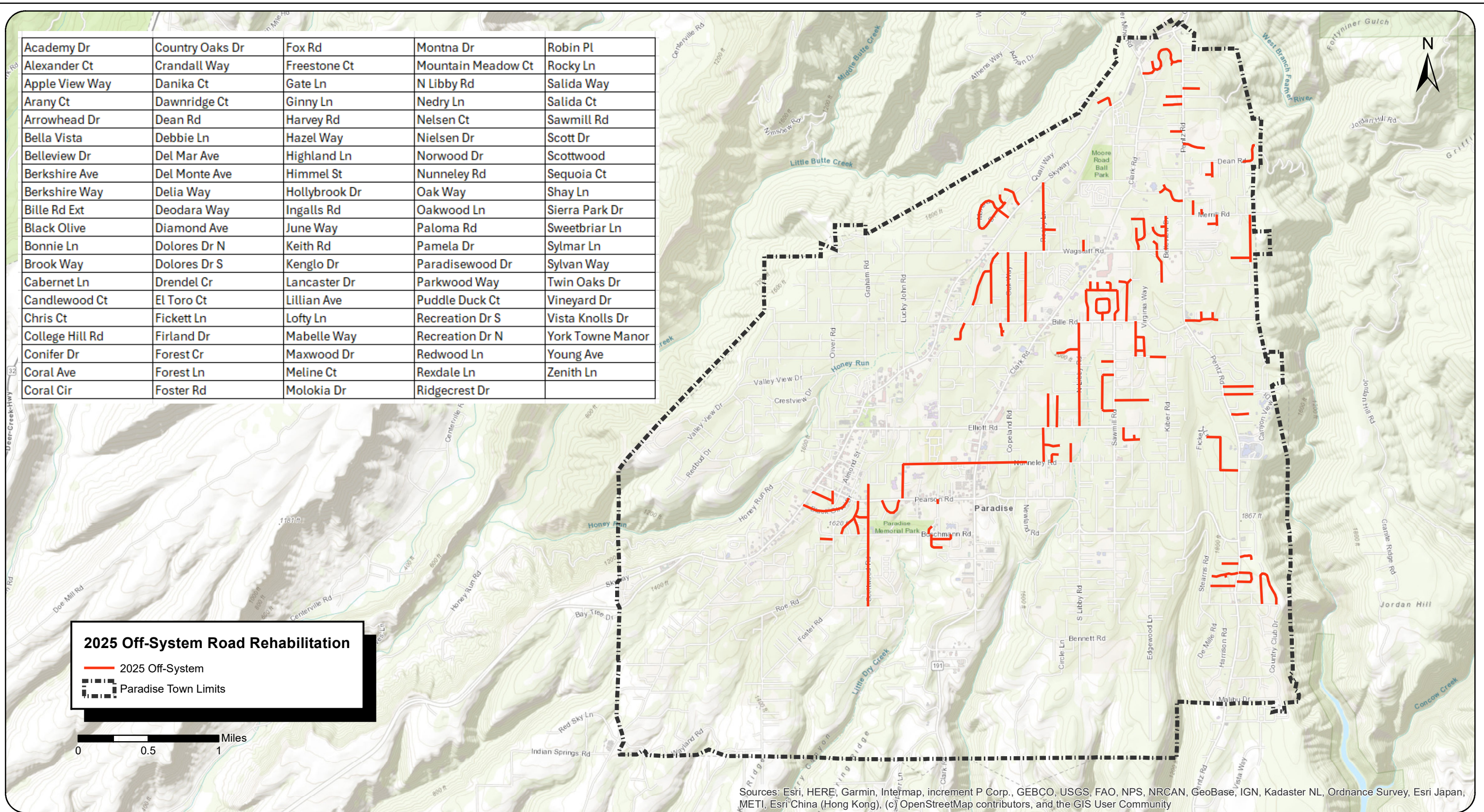
ATTEST:

Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

Academy Dr	Country Oaks Dr	Fox Rd	Montna Dr	Robin Pl
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Apple View Way	Danika Ct	Gate Ln	N Libby Rd	Salida Way
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Bellevue Dr	Del Mar Ave	Highland Ln	Norwood Dr	Scottwood
Berkshire Ave	Del Monte Ave	Himmel St	Nunneley Rd	Sequoia Ct
Berkshire Way	Delia Way	Hollybrook Dr	Oak Way	Shay Ln
Bille Rd Ext	Deodara Way	Ingalls Rd	Oakwood Ln	Sierra Park Dr
Black Olive	Diamond Ave	June Way	Paloma Rd	Sweetbriar Ln
Bonnie Ln	Dolores Dr N	Keith Rd	Pamela Dr	Sylmar Ln
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Coral Ave	Forest Ln	Meline Ct	Rexdale Ln	Zenith Ln
Coral Cir	Foster Rd	Molokia Dr	Ridgecrest Dr	



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



TOWN OF PARADISE
 PUBLIC WORKS DEPARTMENT
 5555 Skyway Road
 Paradise, California 95969

**2025 OFF-SYSTEM ROAD
 REHABILITATION PROJECT
 FEMA/CDBG-DR**

**PROJECT
 LOCATION
 MAP**
 J ERDAHL
 NOV 2024



Town of Paradise
Council Agenda Summary
Date: January 14, 2025

Agenda Item: 6(d)

ORIGINATED BY: Tony Lindsey, Community Development Director –
Building & Code Enforcement

REVIEWED BY: Jim Goodwin, Town Manager

SUBJECT: Introduction of an Ordinance Amending Sections 8.58.010-8.58.60 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirement.

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider waiving the entire first reading of Town Ordinance No. _____ and read by title only; and,
2. Introduce Town Ordinance No. _____, “An Ordinance of the Town Council of the Town of Paradise Amending Sections 8.58.010 - 8.58.60 of the Paradise Municipal Code related to Defensible Space/Hazardous Fuel Management and Fuel Break Requirements.” Or,
3. Provide alternative directions to Town staff.

Background:

Attached with this council agenda summary for your consideration and recommended adoption for introductory purposes is a copy of an ordinance document recently prepared by town staff and reviewed by the Town Manager and Town Attorney. The recommended text amendments to the ordinance are shown in "shaded" (additions) and ~~strikeout~~ (deletions) font.

At the Town Council meeting in September 2024, Council Member Culleton initiated a discussion regarding the potential expansion of fuel break requirements. During the meeting, the staff and council members discussed the current standards and the rationale for enhancing defensible space fuel break regulations. An ad hoc committee, consisting of Council Members Crowder and Tryon, was established to explore this issue further. This committee was tasked with developing and presenting recommendations on this matter. Additionally, the staff was directed to prepare and submit suggestions or potential changes to the existing regulations for the Council's consideration, aiming to refine and possibly strengthen the community's approach to managing fire risks.

During the October 2024 Council meeting, the Council directed staff to bring back an amendment that provides additional tools staff may implement to increase fire, life, and community safety enforcement. Direction was also received to include an exception committee option for exceptions to the Defensible Space/Hazardous Fuel Management Ordinance that arises due to extraordinary circumstances.

Analysis:

The current regulations in the Paradise Municipal Code stipulate that a parcel of less than 1 ½ acres must completely abate weeds across the entire property. In contrast, parcels larger than 1 ½ acres are only required to maintain a fuel break along the perimeter that is 30 feet wide. This differentiation in requirements is designed to manage fire risks effectively while considering larger property sizes and management feasibility.

Proposed Requirements

1. **Perimeter Fuel Break:** To enhance fire safety and facilitate fire department access, the 30-foot requirement should be increased to a 50-foot-wide fuel break around the entire property perimeter for parcels greater than 1 ½ acre.

Justification for Increased Fuel Break Width

The California Building and Fire codes strongly support the recommendation to increase the fuel break width from 30 to 50 feet, primarily due to the concept of Fire Separation Distance in the building code, which acknowledges the benefits of maintaining up to thirty feet of open space to mitigate fire spread through radiant heat. Additionally, the fire code mandates a minimum access road width of 20 feet. Expanding the fuel break not only complies with this requirement but also provides extra space that significantly eases access for fire responders, which is particularly beneficial on larger, undeveloped lots. This structural and access planning enhancement is crucial for improving fire safety measures.

Safety Benefits to the Community

Extending the operational safety zone an additional 20 feet beyond the current 30-foot standard fuel break provides firefighters with a larger area to operate safely, especially critical near property boundaries where unpredictable changes in fire behavior can occur.

The regulations for fire prevention include rigorous weed abatement on smaller parcels and extensive fuel breaks on larger ones, effectively reducing the amount of combustible materials. This significant decrease in available fuel minimizes the risk of fire ignition and its spread across properties, enhancing safety for the entire community.

Uniform vegetation management practices enforced by these regulations are vital in establishing barriers that slow down or prevent fires. This is crucial for safeguarding homes, businesses, and vital infrastructure. Additionally, the 50-foot fuel breaks around larger and within properties create the necessary space for emergency vehicles and personnel, improving access and reducing response times during emergencies. These measures also facilitate safer and more efficient evacuation paths, minimizing the danger to residents during wildfire incidents.

Considerations of Fire Behavior

Fuel breaks can effectively mitigate the effects of radiant heat, a significant factor in wildfire spread, by increasing the distance between combustible materials and structures or other areas, thus decreasing the risk of ignition. Strategically placed, these breaks also act as barriers interrupting the linear progression of wildfires, segmenting the land into smaller, manageable "burn zones." These zones significantly slow the fire's movement, enhancing firefighters' ability to effectively manage and extinguish the blaze.

In areas like Paradise, where strong winds are prevalent, fuel breaks are crucial for preventing wind-driven embers from igniting adjacent vegetation. These embers, capable of traveling long

distances, pose a substantial risk of sparking isolated spot fires. Maintaining cleared zones helps mitigate this risk, a frequent issue in windy conditions.

As environmental conditions change, so does fire behavior, necessitating adaptive management strategies. Regulations that enforce rigorous fuel management are designed to respond to the increasing severity and frequency of wildfires, helping communities better prepare for and withstand these evolving challenges.

Strategic Benefits

Enhanced fire containment strategies like those used in lumber yards or mills involve segmented fuel breaks. These breaks serve as barriers that help prevent or slow the spread of fire across a property by reducing the contiguous fuel load. Additionally, they improve access for fire departments and enhance the effectiveness of their operational tactics.

Exceptions Committee

A new section has been added to establish an Exceptions Committee consisting of two Town Council members. This committee will review requests for exceptions to the Defensible Space/Hazardous Fuel Management Ordinance that arise due to extraordinary circumstances. If deemed necessary, these requests will be forwarded to the full Town Council for review and potential approval at the next available meeting. All requests for exceptions must be submitted in writing and include any required data and documents as specified by the Exceptions Committee.

Lastly, staff used this opportunity to reorganize the code sections, presenting the regulations more orderly. Additionally, definitions for terms such as "Fuel break," "Groupings," "Ladder fuels," and "Slash" were added to enhance clarity, provide more detailed information, and ensure consistency in enforcement.

Financial Impact:

No financial impact is associated with the first reading and introduction of the ordinance.

LIST OF ATTACHMENTS

1. Strikethrough version of Ordinance No.____. "An Ordinance Amending Section 8.58.010-8.58.060 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirement."
2. Clean version of Ordinance No.____. "An Ordinance Amending Section 8.58.010-8.58.060 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirement."

**TOWN OF PARADISE
ORDINANCE NO. ____**

An Ordinance Amending Sections 8.58.010-8.58.60 of the Paradise Municipal Code related to Defensible space/hazardous fuel management Fuel Break Requirement.

SECTION 1. Section 8.58.010-8.58.60 of the Paradise Municipal Code is amended to read as follows:

Chapter 8.58 - DEFENSIBLE SPACE AND HAZARDOUS FUEL MANAGEMENT

8.58.010 - Title.

This chapter shall be known as the "defensible space and hazardous fuel management ordinance" of the Town of Paradise.

8.58.020 - Purpose and intent.

- A. The Town Council of the Town of Paradise finds and declares that the uncontrolled growth and accumulation of weeds, grasses, hazardous vegetation and combustible materials or obstructions on sidewalks, streets, and on lands or lots within the town are dangerous or injurious to neighboring property and the health, safety and welfare of the citizens, residents and visitors of the Town of Paradise community. Such growth and accumulation constitute a public nuisance in that they create fire hazard, reduce the value of private property, and create a hazard to the health, safety and general welfare of the public.
- B. The town is located within a designated very high fire hazard severity zones (VHFHSZ) in which the vegetation is highly flammable during dry periods and has contributed to significant wildfires resulting in catastrophic fire losses to life, property and the environment.
- C. This chapter is intended and shall apply to the abatement of the growth and/or accumulation of weeds, grasses, shrubs, brush, slash, tree limbs, hazardous vegetation and combustible materials on all improved parcels and designated unimproved parcels within the town and the maintenance of those parcels to prevent hazardous vegetation from growing back.
- D. The purpose of this chapter is to establish defensible space requirements and wildfire mitigation measures that both supplement and supersede Government Code Section 51182 and Public Resource Code section 4291, California Code of Regulations, and California Fire Code in order to protect the lives and property of the citizens, residents and visitors of the Town of Paradise.

8.58.030 - Definitions.

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

"Combustible material" means seasonal and recurrent weeds, stubble, brush, dry leaves, mulch, wood, tumbleweeds, rubbish, recyclable material, litter or flammable materials of any kind.

"Defensible space" means an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

"Fire hazard severity zones (FHSZ)" means geographical areas designated pursuant to California Public Resources Code Sections 4201 through 4204 and classified as very high, high, or moderate in state responsibility areas (SRA) or as local responsibility agency very high fire hazard severity zones (LRA VHFHSZ) designated pursuant to California Government Code Sections 51175 through 51189.

"Fuel break" means a strategically located area where the volume and arrangement of vegetation has been managed to limit fire intensity, fire severity, rate of spread, crown fire potential, and/or ember production as follows:

1. Weeds, grass, and brush mowed and removed to a maximum height of four (4) inches.
2. Remove LADDER FUELS and dead portions of trees and shrubs.
3. Trees shall be pruned six (6) feet from the ground. Pruning shall be one-third (1/3) of the overall height for shorter-height trees.
4. Remove downed trees and SLASH.

"Fuel modification" means a method of modifying fuel load by reducing the amount of flammable vegetation or altering the type of vegetation to reduce the fuel load.

"Groupings" means numerous plants growing together with a maximum foliage width of ten (10) feet.

"Hazardous vegetation" means vegetation that is flammable and endangers the public safety by creating a fire hazard, including but not limited to seasonal and recurrent weeds, stubble, brush, dry leaves, etc.

"Improved parcel(s)" means a portion of land of any size, the area of which is determined by the assessor's maps and records and may be identified by an assessor's parcel number upon which a ~~structure~~ STRUCTURE is located.

"Ladder fuels" means vegetation, brush, small trees under mature trees.

"Ornamental landscape" means all grasses, plants, trees and other vegetation installed by a ~~property owner~~ PROPERTY OWNER, property tenant, etc. It is usually for aesthetic purposes or privacy screening.

"Person" means a person, partnership, limited partnership, corporation, limited liability company or association.

"Property owner" means the holder of the fee simple title of the property.

"Slash" means tree limbs and other woody material left behind after a tree has fallen or been felled.

"Structure" means any dwelling, house, garage, or building.

"Unimproved parcel(s)" means a portion of land of any size, the area of which is determined by the assessor's maps and records and may be identified by an assessor's parcel number upon which no ~~structure~~ STRUCTURE is located.

"Wildland-urban interface (WUI) area" means that geographical area where structures STRUCTURES and other human development meet or intermingle with wildland or vegetative fuels.

8.58.040 - Applicability.

This chapter, including any amendments or revisions thereto, shall apply to all improved and unimproved parcel(s) located within the town.

8.58.050 - Responsibility for administration.

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

8.58.060 - Defensible space/hazardous fuel management requirements.

- A. Any person that owns, leases, controls, operates, or maintains any real property in the town shall continuously do the following:
1. Maintain immediately around and adjacent to any building or structure free of combustible materials. Only noncombustible material shall be allowed within five (5) feet of any building or structure. No vegetation shall exist within or overhang within five (5) feet of the structure. Any overhanging limbs or branches shall be removed. ~~All exterior walls shall have a six (6) inch noncombustible vertical clearance from grade.~~
 2. ~~All unattached accessory structures and outbuildings shall be a minimum of ten (10) feet away from the primary dwelling.~~
 2. All exterior walls shall have a six (6) inch noncombustible vertical clearance from grade.
 3. ~~Remove or prune flammable plants and shrubs near windows and under eave vents (a recommended no-planting zone). Combustible materials shall not be stored under decks and the area under decks shall be maintained free of vegetative material. Decks or porches four (4) feet or less above the grade shall be fully enclosed to reduce the accumulation of debris with noncombustible wall material. Noncombustible, corrosion-resistant mesh material with openings not to exceed one-eighth (1/8) inch may be used.~~
 3. Combustible materials shall not be stored under decks, and the area under decks shall be maintained free of combustible material. Decks or porches four (4) feet or less above the grade shall be fully enclosed to reduce the accumulation of debris with noncombustible wall material. Noncombustible, corrosion-resistant mesh material with openings not to exceed one-eighth (1/8) inch may be used.

4. ~~All fencing material constructed of combustible material shall not be within five (5) feet from any structure and shall be constructed of noncombustible material. All fencing shall be a single line; back-to-back fencing is not permitted in which fences are nominally parallel and spaced less than three (3) feet apart.~~
5. ~~Clean roofs and gutters of dead leaves, debris and pine needles. In addition to the management of combustible material around a structure, the following shall be required:~~
 - a. ~~Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration.~~
 - b. ~~Provide and maintain a screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel.~~

~~The screen shall be constructed of nonflammable material with openings that are not more than one-half (1/2) inch.~~

5. ~~Maintain the roof of a structure free of leaves, needles, or other combustible materials.~~
6. ~~Maintain an area adjacent to any structure with a one hundred (100) foot fire break made by removing and clearing away all flammable vegetation or other combustible growth from the structure on each side thereof or to the property line, whichever is closer. Within the one hundred (100) foot fire break:~~
 - c. ~~Weeds and dry grass shall be required to be mowed to a height of four (4) inches;~~
 - d. ~~Ladder fuels (vegetation, brush and small trees under mature trees) shall be removed;~~
 - e. ~~Trees shall be pruned up to six (6) feet from the ground.~~

~~For shorter height trees, pruning shall not exceed one third (1/3) of the overall tree height.~~

~~Tree placement shall be planned to ensure the mature canopy is no closer than ten (10) feet to the edge of the structure. Trees and shrubs shall be limited to small clusters of a few each to break up the continuity of the vegetation across the landscape. This subsection does not apply to single tree specimens, ornamental shrubbery, or similar plants which are used as ground cover and provided they do not form a means of rapidly transmitting fire from the native growth to any building or structure. Remove the portion of any tree which extends within ten (10) feet of the outlet of any chimney or stovepipe. Maintain any tree adjacent to or overhanging any structure free of dead and dying wood.~~

6. ~~Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration.~~

- ~~7. Remove the portion of any tree which extends within ten (10) feet of the outlet of any chimney or stovepipe. Maintain any tree adjacent to or overhanging any structure free of dead and dying wood.~~
 7. Provide and maintain a screen over the outlet of every chimney or stovepipe attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of noncombustible, corrosion-resistant material with openings no larger than one-half (1/2) inch.
 - ~~8. Clear flammable vegetation on each side of a street or driveway for a horizontal distance of ten (10) feet and a vertical height of fourteen (14) feet. Cut vegetation within ten (10) feet of a street or driveway on the property to four (4) inches above ground. The fire chief, or his or her designee, may require a distance greater than ten (10) feet. This applies to public and private driveway(s) and any public or private streets that border or bisect property.~~
 8. Remove the portion of any tree that extends within ten (10) feet of the outlet of any chimney or stovepipe. Maintain any tree adjacent to or overhanging any structure free of dead and dying wood.
 9. Tree placement shall be planned to ensure the mature canopy is no closer than five (5) feet to the edge of the Structure.
 10. According to the State Board of Forestry and Fire Protection General Guidelines, Trees and shrubs shall be limited to groupings following the property's slope. This does not apply to single tree specimens, ornamental landscape, or similar plants used as ground cover, provided they do not form a means of rapidly transmitting fire from the native growth to any Structure.
 11. Property owners are required to establish and maintain a fuel break on both sides of any street or driveway. This fuel break shall extend horizontally to ten (10) feet and reach a vertical clearance of fourteen (14) feet. The Fire Chief or their designee may require greater distance. This regulation applies to public and private driveways and any public or private streets that border or bisect a property.
 12. All unattached accessory structures shall be a minimum of ten (10) feet away from any other structures.
- B. ~~No property owner shall permit on improved or unimproved parcel any accumulation of combustible materials, dead, dying or diseased trees, or green waste within thirty (30) feet of the property line when such accumulation endangers or encroaches on the required defensible space for structures or buildings on an adjacent property. The fire chief, or his or her designee, may require a distance greater than thirty (30) feet but not to exceed one hundred (100) feet, when it is determined that the greater distance is necessary to provide defensible space for structures or building on an adjacent property.~~
- B. Property owners shall not permit any accumulation of combustible materials within fifty (50) feet of the property line. The Fire Chief or their designee may require a distance

greater than fifty (50) feet when it is determined that the greater distance is necessary to provide defensible space for structures on an adjacent property.

- C. ~~An unimproved parcel of one and one-half (1/2) acres or less in size shall be required to provide fuel modification to the entire parcel. Fuel modification requirements shall consist of the following:~~
 - a. ~~Weeds, dry grass and brush are required to be mowed to a height of four (4) inches.~~
 - b. ~~Ladder fuels (vegetation, brush and small trees under mature trees) shall be removed.~~
 - c. ~~Trees shall be pruned up to six (6) feet from the ground. For shorter height trees, pruning shall not exceed one-third (1/3) of the overall tree height. Tree placement shall be planned to ensure the mature canopy is no closer than ten (10) feet to the edge of any structure.~~

~~Unimproved parcels greater than one and one-half (1/2) acres in size shall be required to maintain a fuel break a minimum thirty (30) feet from the property line. The fuel break requirements shall consist of the same requirements as unimproved parcel of one and one-half (1/2) acres or less.~~

- C. ~~Parcels one and one-half (1 1/2) acres or less in size shall be required to provide a fuel break to include the entire parcel.~~
- D. ~~In the event the fire chief, or his or her designee, finds that additional fuel management is necessary to significantly reduce the risk of transmission of flame or heat to adjacent properties and means of egress and ingress, the fire chief, or his or her designee, may mandate fuel modification of an area more or less than the preceding widths or heights of this section.~~
- D. ~~Parcels greater than one and one-half (1 1/2) acres in size shall be required to maintain a fuel break a minimum of fifty (50) feet from the property line around the perimeter and one hundred (100) feet from any structure.~~
- E. ~~On and after April 1, 2022, and prior to the transfer of ownership of a parcel from a seller to a buyer, or from one owner to another, the seller or owner shall first obtain a certificate of compliance from the town that the parcel is not in violation of this section prior to the transfer of ownership. Any issued certificate of compliance shall remain valid for ninety (90) days from the inspection date and may be used to open escrow without payment of an additional certificate of compliance fee.~~
- E. ~~In the event the Fire Chief or their designee finds that additional fuel management is necessary to significantly reduce the risk of transmission of flame or heat to adjacent properties and means of egress and ingress, the Fire Chief or their designee may mandate fuel modification of an area more or less than the preceding widths or heights of this section.~~

- F. Grazing animals (limited to goats and/or sheep) utilized for weed abatement may graze open and other appropriate areas of natural vegetation for a period not to exceed sixty (60) days in a calendar year.
- G. Prior to transferring ownership of a parcel from a seller to a buyer or from one owner to another, the seller or owner shall first obtain a certificate of compliance from the town stating that the parcel is not in violation of this section prior to the transfer of ownership. Any issued certificate of compliance shall remain valid for ninety (90) days from the inspection date and may be used to open escrow without payment of an additional certificate of compliance fee.

8.58.065 - Exceptions Committee and Town Council approval of exceptions.

- A. The Town Council shall establish and appoint an Exceptions Committee.
- B. The Exceptions Committee shall consist of two (2) Town Council members.
- C. The purpose of the Exceptions Committee shall be to review and refer cases to the Town Council for review and potential approval regarding written requests for exceptions to this chapter.
- D. The requests shall be in writing and accompanied by data and documents, as required by the Exceptions Committee.
- E. The Town Council may, by majority vote and in its sole discretion, authorize exceptions to the terms of this chapter as recommended by the Exceptions Committee.

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

 Steve Crowder, Mayor

ATTEST:

 Melanie Elvis, Town Clerk

APPROVED AS TO FORM:

 Scott E. Huber, Town Attorney