



Town of Paradise Town Council Meeting Agenda 6:00 PM – August 10, 2021

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

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

Town Manager, Kevin Phillips
Town Attorney, Scott E. Huber
Town Clerk, Dina Volenski
CDD-Planning & Onsite, Susan Hartman
CDD, Building & Code Enforcement, Tony Lindsey
Finance Director/Town Treasurer – Ross Gilb
Public Works Director/Town Engineer, Marc Mattox
Division Chief, CAL FIRE/Paradise Fire, Garrett Sjolund
Chief of Police, Eric Reinbold
Recovery & Economic Development Director, Colette Curtis
Human Resources & Risk Management Director, Crystal Peters

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. Proclamations to acknowledge Measure C and V Citizen Oversight Committee Members (Leaving and current)
 - Dan Hansen (Leaving)
 - Chris Buzzard
 - Linda Dye
 - Nicki Jones
 - George Morris, Jr.
 - Sharon Simonton

1f. Camp Fire Recovery Updates:

Cole Glenwright, CALOES - Hazard Tree Removal Update

The following are written updates included in the agenda packet:

p6 Colette Curtis, Recovery and Economic Development Director - Recovery, Projects, Advocacy Economic Recovery and Development, Communications and Emergency Operations

p10 Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update

p12 Tony Lindsey, CDD-Building and Code Enforcement - Code Enforcement Update

p17 Kate Anderson, Business and Housing Manager - Housing Update

1g. Financial Advisor Update - Meeder Investments

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. p19 Approve minutes from the June 30, 2021 Special and the July 13, 2021 Regular Town Council meetings.

2b. p28 Approve July 2021 Cash Disbursements in the amount of \$6,807,467.61

2c. p37 Adopt Resolution No. 21-33, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Division Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for four or more years and are eligible for destruction.

2d. p41 Consider adopting Resolution No. 21-34, "A Resolution of the Town Council of the Town of Paradise Authorizing a Grant of a Temporary Construction Easement at 5733 Pentz Road and 1181 Pearson Road to Pacific Gas and Electric Company.

- [2e.](#) p53 Consider appointing Ronald Baker, an alternate, to fill a vacancy on the Measure V Citizen Oversight Committee due to the resignation of committee member, Dan Hansen.
- [2f.](#) p55 1. Consider concurring with staff’s recommendation of Psomas to perform on-call construction management and inspection services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals; and, 2. Approving the attached Master Professional Services Agreement and authorize the Town Manager to execute an agreement relating to on-call construction management and inspection services; and, 3. Adopting Resolution No. 21-35, “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 2021-005 On-Call Construction Management and Inspection Services up to the Maximum Contract Aggregate Amount of Eleven Million Five Hundred Thousand Dollars (\$11.5M) to Expedite and Facilitate Camp Fire Recovery Efforts.”
- [2g.](#) p109 Authorize the Town Manager to sign onto the Butte Regional Interoperable Communications System (BRICS) Primary User Agreement for Butte County Radio Network Access.
- [2h.](#) p125 Review and file the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2021.
- [2i.](#) p136 1. Adopt Resolution No. 21-36, “A Resolution of the Town Council of the Town of Paradise certifying to the County of Butte the Validity of the Legal Process Used to Place Direct Charges (special assessments) on the Secured Tax Roll; and, 2. Authorize the Town Manager and Finance Director to approve direct charge (special assessment) changes; and, 3. Authorize the Town Manager and Finance Director to execute the governing authority certification related to the direct assessments on the property tax roll.
- [2j.](#) p140 Authorize the Town Manager to execute a three-year (FY 21/22-23/24) GIS maintenance agreement with the CSU, Chico Research Foundation.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

- 6a. p146 Consider providing staff with direction on desired changes, if any, to an Urgency Ordinance related to interim housing to present at a future Council meeting; or, provide alternative direction to Town staff.
- 6b. p178 1. Consider providing staff with direction on further desired amendments to the solid waste franchise agreement to present to Waste Management and bring back at a future council meeting; or 2. Adopt Town Resolution No. 21-___, "A Resolution of the Town Council of the Town of Paradise Authorizing the Assignment, Assumption, and Amendment of the Franchise Agreement with Northern Recycling and Waste Service to USA Waste of California, Inc. Subject to Approval from the Town Attorney."; or, 3. Direct an alternative directive to Town staff.
- 6c. p304 1. Consider adopting Resolution No. 21-___, "A Resolution of the Town Council of the Town of Paradise Awarding Contract No. 8403.CON, Skyway and Pearson Road Traffic Signal Repair Project to the Lowest Responsible and Responsive Bidder in the Amount of Their Base Bid"; and, 2. Authorizing the Town Manager to execute an agreement with the lowest responsible and responsive bidder relating to Contract No. 8403.CON and to approve contingency expenditures not exceeding 10%. (ROLL CALL VOTE)
- 6d. p318 Consider authorizing the Town Manager to execute a Professional Services Agreement with Butte County Public Health for the Ponderosa Elementary SR2S ATP Education Services contract, 9380.NI. (ROLL CALL VOTE)
- 6e. p320 Consider approving a Master Hearing Officer Services in the attached format and authorizing the Town Manager to execute the agreement for administrative hearing officer services with Armento and Hynes LLP, Jones & Mayer, Vadim Sidelnikov, and Silver & Wright LLP. (ROLL CALL VOTE)
- 6f. p333 After discussion regarding a new Town Seal, consider waiving the first reading of Town Ordinance No. 610; and 2. Reading by title only; and 3. Introduce Town Ordinance No. 610., "An Ordinance of the Town Council of the Town of Paradise Amending Paradise Municipal Code Section 1.12 Relating to the Description of the Town Seal. (ROLL CALL VOTE)

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

- 7a1. Consider discussion and direction to staff regarding dead and/or dying trees that are still standing on private property that were not removed by the State Tree Removal program and review the Paradise Municipal Code to determine where changes can be made or adjusted for the removal of dead and/or dying trees that are a threat to private property and human life. (JONES)

7b. Council reports on committee representation

7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

9. CLOSED SESSION

9a. Pursuant to Government Code section 54956.9(d)(1) The Town Council will hold a closed session with the Town Attorney Scott E. Huber and Town Manager Kevin Phillips relating to the following pending litigation: Town of Paradise vs. AT&T Corp. – Case No. 20-08-018 before the Public Utilities Commission of the State of California.

9b. Pursuant to Government Code Section 54957, the Town Council will hold a closed session discussion relating to a performance evaluation of the Town Manager.

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: August 10, 2021

Agenda Item: 1(f)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director
REVIEWED BY: Kevin Phillips, 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

Business Walks:

- In partnership with the Paradise Ridge Chamber of Commerce the Town took part in a business walk on June 29th, 2021.
- 33 businesses were visited by the 10 member team consisting of Chamber members, and Town representatives.
- The full report is attached to this Agenda Summary.

Non-residential market study through the Transportation Master Plan

- Town staff continues to work with our consultant EPS on the Non-Residential Market Study. This study will provide a supply-demand analysis as well a development opportunity site map for use in economic development and business recruitment. It will also be a foundation document for a long term economic recovery plan.

Design Standards through the Transportation Master Plan

- Part of the scope of the transportation master plan includes an update of design standards for the downtown and Clark commercial corridor. While we have design standards currently in place, the re-building of many of these areas provides an opportunity to update those standards to meet the vision of our community now, as well as look for resources available to make design standards more affordable to those rebuilding.

- In order to ensure the design standards reflect the community vision, a public workshop was held on July 22nd, 2021, with both virtual and in person attendance options for our community to weigh in.
- A survey was also circulated to gather input, the survey closes on Aug. 12, 2021.

Broadband

- Town staff is finalizing the RFI for release to the private sector to garner interest in installing broadband infrastructure using Town-owned conduit in the joint trench where facilities are being undergrounded.

RECOVERY

Trees

- Abatement
 - 20 property owners enrolled in the private program who have not removed their trees.
 - 322 property owners not enrolled in any program who have not removed their trees.
- Reducing the number of properties at risk for abatement
 - There are currently 342 properties at risk for abatement.
 - There have been 107 responses to the Town Attorney's 7 day notice to 360 total unenrolled properties.
- Reimbursement
 - The Town submitted a letter to Cal OES requesting an extension of the FEMA PA program for reimbursement for abating eligible Hazardous Trees.
- Category 4 Tree Removal:
 - The Town received word on July 23rd that Phase 1 of our Category 4 Tree Removal Project had been approved for \$600,811 federal share and \$200,270 non-federal share for a total phase 1 project cost of \$800,082.
 - We are scheduling a kickoff meeting to begin this process and design the program to meet Cal OES and FEMA requirements while also making it a straightforward process for our residents.
 - Phase 1 includes program design, public outreach, procurement of contracts, and assessment.
 - Once Phase 1 is complete, the Town will seek approval for Phase 2 which consists of tree felling and removal.

Early Warning System

Construction funding is pending with FEMA for Hazard Mitigation Grant Program for construction of the siren towers as outlined in the Design and Scoping Plan completed last year. This is a top-priority project for public safety and the Town is working to push for a decision on funding as soon as possible.

Hazardous Fuels Reduction Program

Pending with FEMA for Hazard Mitigation Grant funding.

Defensible Space Code Enforcement Program

Pending with FEMA for Hazard Mitigation Grant funding.

Reseeding Program

The Town has contracted with River Partners for advanced planning. Implementation of this project will be supervised by the Public Works Department with support from the Recovery Department.

Residential Ignition Resistant Improvement Program

This program is being designed by Town Staff and EY. It is intended to provide up to 75% reimbursement, to a cap, to property owners who improve and harden their standing structures to make them more resistant to ignition.

CDBG-DR Disaster Relief Funding for Unmet Needs

- Town staff continues to meet with HCD monthly on the rollout of 2018 DR funding including:
 - DR Multi-Family (Town's allocation is \$55M) – The Town has hired a consultant to administer this program.
 - DR Infrastructure – The Town is preparing Notices of Intent (NOIs) for infrastructure projects. This is being managed by the Public Works Department.
 - DR Owner Occupied Reconstruction (Grants up to \$200,000), - The Town is working with HCD to help residents fill out the initial survey and then application to determine eligibility.
 - ER Economic Development (County-led) – focus on workforce development, specifically construction.

Federal Advocacy

- Transportation Funding:
The Roe Road Project has been included in member sponsored projects on the House Infrastructure Bill. The Bill is currently working its way through the Senate.
- Emergency Funding:
The Town submitted a project for Police Radio Funding to Senator Padilla and Senator Feinstein for consideration for FY22 Congressionally Directed Spending. As of July 6, both Senators requested inclusion of the project in the FY 2022 Commerce, Justice, Science Appropriations bill.

COMMUNICATIONS

State of the Town

- Finance Director Gilb and Town Manager Phillips provided a State of the Town presentation for Town employees on July 29th, 2021.
- This was a presentation regarding the fiscal state of the Town, following the budget presentation given to Council in June 2021.
- A similar presentation will be given to the public at a community meeting in September 2021.

Community Relations Committee (CRC)

- Manager-led Committee of 14 members met on July 29th, 2021
- This Committee provides diverse viewpoints on issues facing the Town.
- At this meeting the CRC heard a presentation regarding recovery project status to gain a better understanding of current Town activities.

Town Seal Re-Design

- Council approved a new design for the Town Seal at the July meeting.
- The ordinance describing the Town Seal is on the agenda for this meeting. You can find more information on this in Agenda Item 6f.

EMERGENCY MANAGEMENT

- **Emergency Operation Plan Update:**
Council approved the hiring of Constant Associates to update the Emergency Operations Plan Update. The draft plan will be presented to Council in December 2021.
- **EOC Training Exercise Calendar**
Town staff is formulating an EOC Training Exercise calendar to ensure all staff and Council are properly trained and ready for an emergency. The calendar also includes a community drill to help our residents prepare for an emergency.

Financial Impact:

None.

**TOWN OF PARADISE
Council Agenda Summary
Date: August 10, 2021**

Agenda No. 1(f)

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

REVIEWED BY: Kevin Phillips, 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:

Transportation Master Plan

Preparation of the Transportation Master Plan (TMP) is well underway. The TMP will evaluate daily and evacuation transportation needs, policy documents, construction standards, and opportunities to support economic development. The Transportation Master Plan will provide a prioritized list of improvements for near-term and long-term construction. All TMP related information can be found here: <https://www.townofparadise.com/pwe/page/transportation-recovery-efforts>

A series of four workshops has been announced for public input and participation in the development of the TMP, listed below:

- Thursday, June 3, 2021: Infrastructure Recovery Update (Completed)
 - Watch recorded workshop [here](#).
- Tuesday, June 22, 2021: Roadway and Traffic Evacuation Planning (Completed)
 - Watch recorded workshop [here](#).
 - 800+ survey responses received, data to be presented at future Council meeting.
- Thursday, July 15, 2021: Downtown and Clark Road Design Standards (Completed)
 - Watch recorded workshop [here](#).
 - Take Design Standards survey [here](#).
- Thursday, August 12, 2021: Bicycling and Walking Network Review

All workshops will allow flexible attendance either [virtually](#) or in-person at Town Hall Council Chambers (5555 Skyway, Paradise). Each workshop will start at 6pm, however, will also be recorded and posted online to allow for later viewing and feedback.

Paradise Sewer Project

Efforts for Past Month:

- Finalized the “Scoping Report” summarizing the May scoping period for the Environmental Impact Report (EIR). The report will be posted to www.paradiseseWER.com.
- Continued analysis efforts the Draft EIR. Finalized cultural field studies. Estimated construction impacts. Updated Project Description and Alternatives sections.
- Continued to update public website (www.paradiseseWER.com).

Efforts for Next Month:

- The Central Valley Regional Water Quality Control Board (Regional Board) hosts meetings of the Sewer Regionalization Project Advisory Committee (SRPAC). At it’s June 14th meeting, the Committee decided to shift to a meeting frequency of once every two months, with the next meeting planned for August 9, 2021 at 1:00 pm. It will be held in-person at the City of Chico’s council chambers. Information about SRPAC meetings can be found at www.paradiseseWER.com.
- Continue analysis efforts on the Draft Environmental Impact Report (EIR).

Requests/Interactions with County Agencies:

- EIR field work would benefit from access to several private parcels in south Chico (outside of the city limits). We would like to continue to explore potential rights-of-entry requests for those parcels.



Town of Paradise
Council Agenda Summary
Date: August 10th, 2021

Agenda Item: 1(f)

ORIGINATED BY: Tony Lindsey, CDD, Building & Code Enforcement
REVIEWED BY: Kevin Philips, Town Manager
SUBJECT: Camp Fire Recovery Updates – Code Enforcement
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Code Enforcement Update

Background:

The mission of the Code Enforcement Division is to promote and maintain a safe and desirable living and working environment. We help maintain and improve the quality of our community by administering a fair and unbiased enforcement program to correct violations of municipal codes and land use requirements. We work with residents, neighborhood associations, public service agencies and other Town departments to:

- Facilitate voluntary compliance with Town codes.
- Empower community self-help programs.
- Develop public outreach programs.
- Establish community priorities for enforcement programs.

Analysis:

During the Month of July (July 2nd – July 29th) Code Enforcement worked a total of 98 RV violations spread throughout Town. By the end of this reporting period the total number of RV cases was reduced to 84, 24 (3% of total TUP's) locations had a Temporary Use Permit (TUP) and 70 unpermitted sites did not. (Last Month comparison)

TUPs under ORD 608 = 343 as of 7/26/2021 (Map Exhibit A)

- Storage only – 32 (31)
- Occupied & issued – 288 (307)
 - 5 (13) have since sold their property
 - Applied (prior to not yet issued) – 23 (25)
- 242 (246) 85% are owner applied/occupied.
- 18 (14) have provided evidence they meet conditions to stay past Sept 30th.
- All were provide 90-Day notifications of the expiring Emergency Ordinance.
 - 75 – Letters
 - 232 – Emailed

The Community Enhancement Outreach Team, consisting of Fire Prevention, Police, Housing and Code Enforcement staff visited 34 unpermitted sites.

- 28 community members were contacted:
 - 20 Were tenants and did not own property.
 - 12 Owner occupied.
 - 4 Purchased the property post Camp Fire.
 - 3 are being assisted by Housing.
 - 6 accepted flyers for the Town's programs.

Code Enforcement receives complaints of violations from staff (proactive enforcement) and general community members. Each complaint is investigated and verified by our Officer's. Below are the statistics of our current Open and Active RV Code Enforcement Cases (Map Exhibit B) and for reference last reporting period numbers. (Last Month comparison)

- Sites with TUP's violations – 24/632 (25/632)
- Sites without TUP's Violations – 60 (66)
- Sites with Administrative Warning's – 84 (89) spiked to 98 (116) during reporting period.
- Sites with 1st Administrative citation issued – 60 (70)
- Sites with 2nd Administrative citation issued – 41 (44)
- Sites with 3rd Administrative citation issued – 24 (26)
- Compliance Gained RV cases closed – 14 (27)
 - TUP violations resolved – 3 (10)
 - 1 Storage TUP
 - 1 Building permits issued
 - 1 Violation resolved
 - RV's removed – 11 (17)
- Three (3) Abatement Cases prepared to submit for Town Attorney review.
- Misc. Items:
 - Abandoned Vehicle Authority abatements – 23 (18)
 - 3 RV's towed
 - 10 vehicles towed.
 - 10 voluntarily removed.
 - Complaints regarding: Waste and Refuse, Building without Permits, Rooster's, Fences, Grading, Noise, Dust, Cannabis, Contaminated pools, signs, etc.

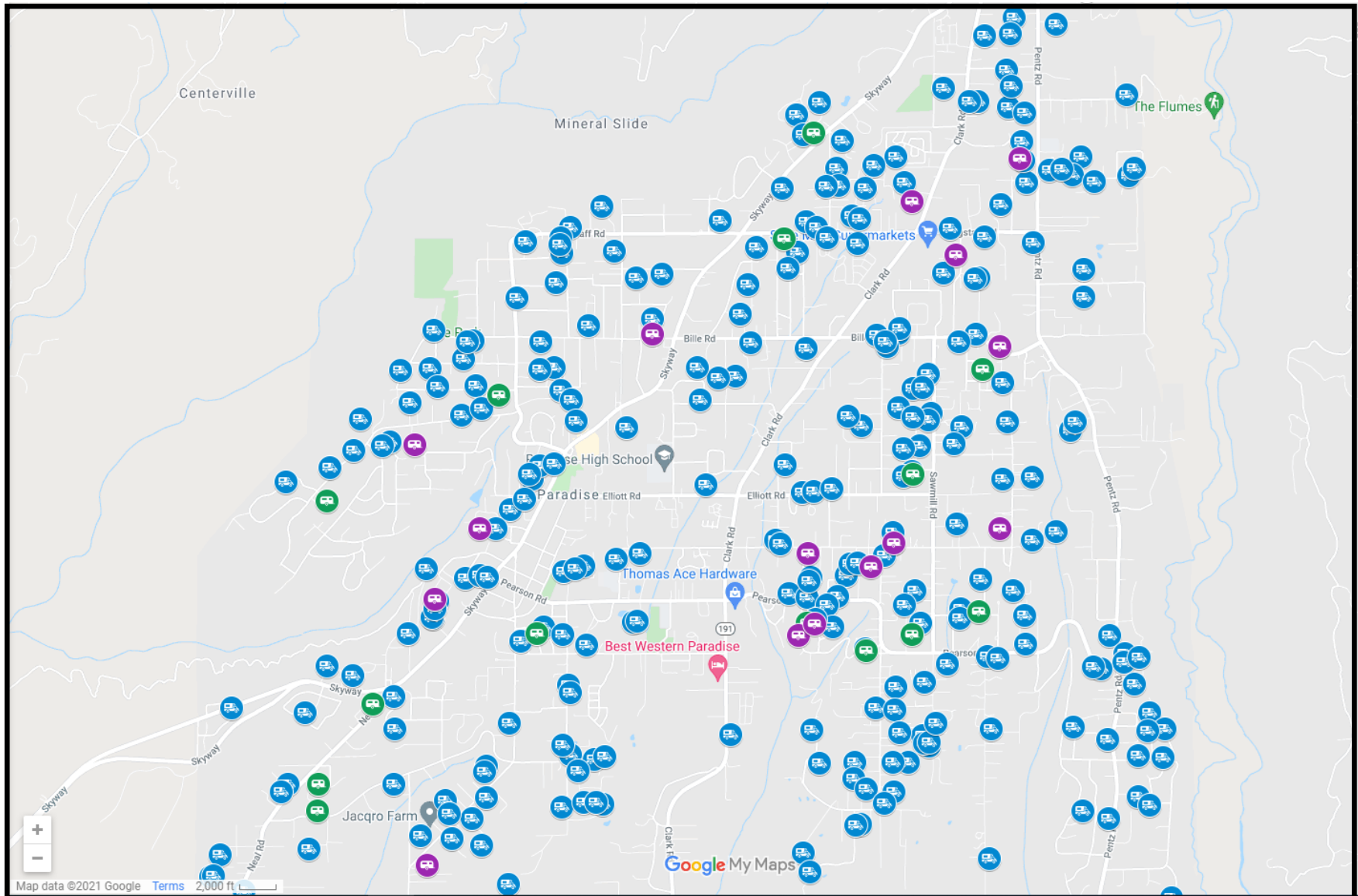
Fire Prevention is built upon the philosophy of three main objectives: Education, Engineering and Enforcement. Fire Prevention is a vital function in the community and our continued economic development. Our defensible space and hazardous fuel management ordinance requires property owners to keep their parcels fire safe, whether they live in Town or not. Beginning on May 3rd our sole Fire Prevention Inspector began the task of performing weed abatement inspections on 11,053 parcels within our community.

The following is the number of Defensible Space Program inspections that have been completed as of 7/30/2021:

Compliant parcels:	6,198
Noncompliant Parcels:	4,832
Total Parcels:	11,079

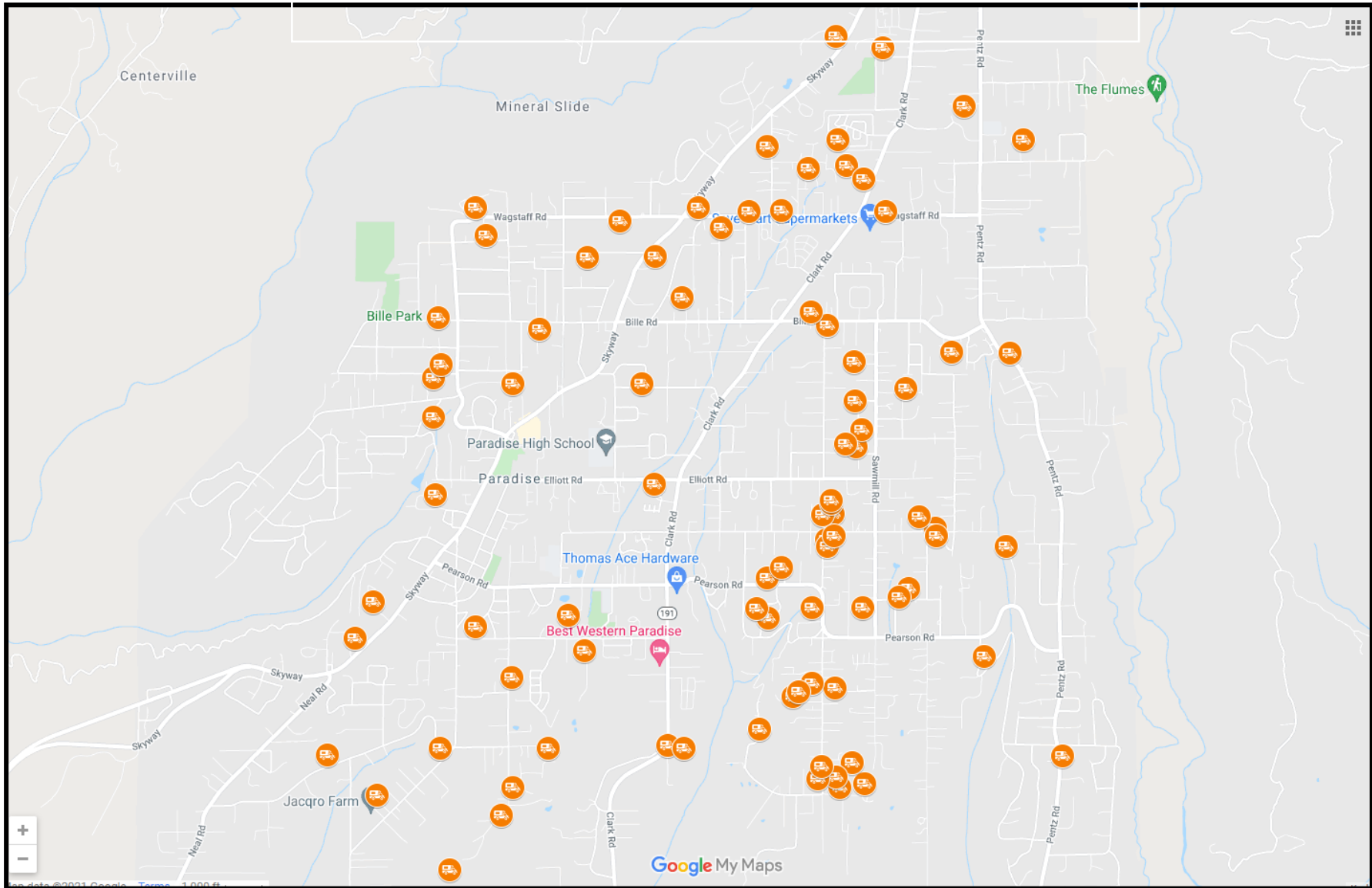
We are at about 56% compliance and are working with property owners who have contacted us after receiving noncompliance notices however those property owners who have not responded to multiple notices are beginning to receive citations as we enter the penalty phase of the weed abatement program. Thus far, 59 parcels have been turned over to Code Enforcement to gain compliance.

EXHIBIT A RV Temp Use Permits Issued - Ordinance 608



- Occupied RV - Does not meet condition to stay Past Sept 30,2021
- Occupied RV - Meets conditions to stay until Dec 31, 2021
- RV Storage only - Permitted to stay until Dec 31,2021

EXHIBIT B RV Temp Use Violations



Housing Update

To-date 1,113 homes rebuilt -- 945 single-family homes, 168 multifamily units (865 more homes under construction)

Programs available now...

Rebuild Advocates: Interest is picking up; available at the BRC

Rehab/Reconstruct: Town's program - 5 homes rebuilt, 2 homes rehabilitated, 14 in construction, 45 applications in process, 191 residents showing interest; available at <https://www.townofparadise.com/housing/page/owner-occupied-housing-rehabilitation-and-reconstruction>. State's program – approximately 950 Paradise residents have completed the survey of which 630 are in Tiers 1-4 and 294 applications are in process; available at recover.hcd.ca.gov.

First-Time Homebuyer: Working with HCD to reach higher income households; available at <https://www.townofparadise.com/housing/page/first-time-home-buyer-program>.

Septic Repair/Replacement Program: Grant to assist homeowners with repair/replacement of septic systems damaged or destroyed by the Camp Fire when in conjunction with a rebuild permit; available at Town Hall.

Housing Update (continued)

In the works...

Community Development Block Grant-Disaster Recovery (CDBG-DR):

Multifamily Rental Housing Projects – Working on project solicitation for large projects (8+ units), small projects (1-7 units) policies and procedures still in the works. Developers and/or landlords interested in learning more, please contact housing@townofparadise.com.

Residential Ignition-Resistant Program – 75% grant to help owners of standing homes upgrade to WUI standards, working out details with FEMA and CalOES.

First-Time Homebuilders: investigating funding opportunities to help renters, who acquired land after the fire, to become homeowners.

MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 1:00 PM – June 30, 2021

1. OPENING

The Special meeting of the Paradise Town Council was called to order by Mayor Crowder at 1:02 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.

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 Clerk Dina Volenski, Administrative Services Director Ross Gilb, Public Works Director/Town Engineer Marc Mattox, Assistant to the Town Manager Colette Curtis, Building and Housing Manager Kate Anderson, Police Chief Eric Reinbold, Fire Chief Garrett Sjolund, Fire Chief Jason Morris, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Recovery Project Manager Brian Solecki, Deputy Town Clerk Melanie Norris, and Administrative Assistant Sheris Alvies.

2. COUNCIL CONSIDERATION

- 2a. Business and Housing Manager Kate Anderson provided an overview of the grant agreement request.

MOTION by Culleton, seconded by Jones Adopted Resolution No. 21-24, “A Resolution of the Town Council of the Town of Paradise Approving an Allocation of Funding and the Execution of a Grant Agreement and Any Amendments thereto from the CDBG-DR Program”. Roll call vote was unanimous. (710-10-095)

- 2b. Business and Housing Manager Kate Anderson provided an overview of the proposed agreement with Adams Ashby Group, Inc. and clarified that the contract would be funded by CDBG-DR funds, not the General Fund. (710-10-095, 510-20-306)

MOTION by Jones, seconded by Tryon, Concurred with Town staff’s recommendation for the Town of Paradise to award and execute a professional services agreement with Adams Ashby Group, Inc. to assist the Town with the administration of its Community Development Block Grant-Disaster Recovery (CDBG-DR) Multifamily Housing Program (MHP) allocation; and, 1. Authorized the Town Attorney to draft an agreement for professional services to be executed between the Town of Paradise and Adams Ashby Group, Inc.; and, 2. Authorized the Town Manager, on behalf of the Town of Paradise, to sign the awarded agreement for professional services with Adams Ashby Group, Inc. Roll call vote was unanimous.

- 2c. Administrative Services Director Ross Gilb presented the 2021/2022 Town of Paradise proposed budget. This item is only a presentation; no action was requested. The budget will be formally adopted at the July 13, 2021 Regular Town Council meeting. The budget document may be viewed at: <https://mccmeetings.blob.core.usgovcloudapi.net/para-pubu/MEET-Packet-564a2fdc22054422b791302a31d1371b.pdf>.

Administrative Services Director Ross Gilb provided an overview of the suggested changes to the personnel organizational chart and shared that the price for insurance would increase by approximately 20%. Council discussed the role of the Measure V Oversight Committee and directed staff to put Animal Control salaries back into the Measure V budget.

Presentations were also made by the following Departments:

Police Chief Eric Reinbold, Police Department- The Proposed budget included the purchase of new radios and an increase to staffing costs to include hiring a second Lieutenant.

Battalion Chief Jason Morris, Fire Department- Proposed an increase to staffing to include another full-time equivalent Fire Prevention Inspector and provided an update on the new Fire vehicles added to the fleet.

At 2:41 p.m. Mayor Crowder recessed the meeting for a five-minute break.

At 2:47 p.m. Mayor Crowder reconvened the meeting.

Presentations continued and were made by the following Departments:

Susan Hartman, Community Development Director – Proposed increasing the amount of Town employed staff and reducing Contract staff and provided an overview of department accomplishments and department goals for the upcoming fiscal year.

Kate Anderson, Business and Housing Manager- Provided an overview of the grants and program summary, department accomplishments and goals for the upcoming fiscal year.

Colette Curtis, Assistant to the Town Manager - Proposed a new department, the Recovery & Economic Development Department which would reclassify the Disaster Recovery Director to the Recovery & Economic Development Director; adding an additional full-time position, the Recovery Project Manager, and a less than half time/part-time Emergency Operations Coordinator. Ms.Curtis also provided an overview of the Emergency Management, Communications and Recovery teams' accomplishments for the last year and the department challenges and goals.

Marc Mattox, Public Works Director and Town Engineer - Provided an overview of the upcoming Capital Improvements Projects, proposed staffing changes to include a Principal Engineer, Senior Maintenance Worker, to reclassify the Capital Projects Manager to Senior Capital Project Manager, and to add a part-time Administrative Assistant. Mr. Mattox also provided an overview of Public Works, Fleet Maintenance and Engineering department accomplishments, challenges and goals.

Direction was given to Town Staff to include Animal Control salaries and benefits in the Measure V budget and to provide an opportunity for further discussion regarding an additional Public Works maintenance worker.

3. ADJOURNMENT

Mayor Crowder adjourned the Town Council meeting at 4:24 p.m.

Date approved:

By:

Steve Crowder, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – July 13, 2021**

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 Culleton.

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 via Microsoft Teams, Public Works Director/Town Engineer Marc Mattox, Assistant Town Attorney Elizabeth Fratarcangeli, Town Clerk Dina Volenski, Administrative Services Director Ross Gilb, Disaster Recovery Director Colette Curtis, Community Development Director Susan Hartman, Community Development Director Tony Lindsey, Sergeant John Alvies, and Hazard Tree Removal Project Manager Brian Solecki.

1e. Camp Fire Recovery Updates:

Cole Glenwright from CAL OES provided an update on the Hazard Tree Removal Program via Teams.

The following are written updates that were included in the agenda packet:

Colette Curtis, Disaster Recovery Director - Private Tree Removal Program, Advocacy, Recovery, Projects, Emergency Management Business Update, Nonresidential Market Study and Design Standards

Marc Mattox, Public Works Director/Town Engineer - Infrastructure and Sewer Update. Mr. Mattox also informed the Town Council that the Transportation Master Plan survey regarding evacuations routes closes tonight and encouraged citizens to complete the survey.

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

1. Ward Habriel praised Code Enforcement for their work in clearing, cleaning and abating the lot on the corner of Azalea Lane and Bille Road.

2. CONSENT CALENDAR

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

- 2a. Approved minutes of the May 27, 2021 Special and June 8, 2021 Regular Town Council meetings.
- 2b. Approved June 2021 Cash Disbursements in the amount of \$7,745,606.83. (310-10-034)
- 2c. Waived second reading of the entire Town Ordinance No. 609 and approved reading by title only; and, 2. Adopted Town of Paradise Ordinance No. 609, “An Ordinance Amending Paradise Municipal Code Section 8.58.060 relating to Defensible Space and Hazardous Fuel Management”. (540-16-178)
- 2d. Adopted Resolution No. 21-25, A Resolution of the Town Council of the Town of Paradise authorizing a grant of easement at 5555 Skyway to Pacific Gas and Electric Company. (510-20-155, 850-20-011, 950-90-004)
- 2e. Adopted Resolution No. 21-26, A Resolution of the Town Council of the Town of Paradise approving the plans and specifications for Skyway and Pearson Road Traffic Signal Repairs Project and authorizing advertisement for bids on the project. (950-40-062)
- 2f. Reviewed the FY 2020/21 Audit Planning Letter from Mann Urrutia Nelson (MUN) CPA’s & Associates, LLP. No action was requested, the letter was provided for informational purposes only. (180-30-100, 320-05-001)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Ward Habriel- Commented that contractors and other individuals have ignored his No Trespassing and Private Property signs and would like to know how he can get the “No Trespassing” signs enforced.
- 2. John Remalia – Expressed concern about hazardous trees which have either fallen or could potentially fall on people or private property and asked Council to create an ordinance for the trees which did not qualify for the initial tree removal program.

5. PUBLIC HEARINGS

- 5a. Disaster Recovery Director Colette Curtis provided an overview of the Draft 2020-2024 Consolidated Plan, the 2020 Annual Action Plan and the 2021 Annual Action Plan.

Mayor Crowder announced that the Town Council would conduct the duly noticed and scheduled public hearing and upon conclusion of the public hearing consider the following; 1. Adopt the Draft 2020-2014 Consolidated Plan, the 2020 Annual Action Plan and the 2021 Annual Action Plan as submitted; or, 2. Revise the Draft 2020-2014 Consolidated Plan, the 2020 Annual Action Plan and the 2021 Annual Action Plan as submitted and 3. Authorize staff the submit the adopted 2020-2024 Consolidated Plan, the 2020 Annual Action Plan and the 2021 Annual Action Plan to the US Department of Housing and Urban Development.

Mayor Crowder opened the public hearing at 6:38 p.m.

There was no public comment.

Mayor Crowder closed the public hearing at 6:39 p.m.

MOTION by Bolin, seconded by Culleton, 1. Adopted the Draft 2020-2024 Consolidated Plan, the 2020 Annual Action Plan and the 2021 Annual Action Plan as submitted; and, 2. Authorized staff to submit the adopted 2020-2024 Consolidated Plan, the 2020 Annual Action Plan and the 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development. Roll call vote was unanimous. (710-10-097)

6. COUNCIL CONSIDERATION

6a. Administrative Services Director Ross Gilb provided an update on two changes from the budget presented at the June 30th Special Meeting: 1. Animal Control salaries would be funded through Measure V instead of the General Fund; and, 2. The addition of the Emergency Operations Plan financial impact and expenditures on the 2021/2022 Budget instead of the 2020/2021.

MOTION by Culleton, seconded by Jones, Adopted the following resolutions 21-27 through 21-32 related to the 2021/2022 Town of Paradise Fiscal Year Budget. Roll call vote was unanimous.

Adopted Resolution No. 21-27 A Resolution of the Town Council of the Town of Paradise Adopting the Final Budget for the Town of Paradise Including all Attachments, Appendices and other related documents for the 2021-2022 Fiscal Year ending June 20, 2022. (340-40-016)

Adopted Resolution No. 21-28, A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Annual Appropriation Limit for Fiscal Year 2021-2022. (340-40-016)

Adopted Resolution No. 21-29, A Resolution of the Town Council of the Town of Paradise Amending the General Fund Reserves for Fiscal Year 2021-2022. (340-40-016)

Adopted Resolution No. 21-30, A Resolution of the Town Council of the Town of Paradise Approving and Adopting the Town of Paradise Capital Improvement Plan (CIP) and Disaster Recovery Plan for the 2021-2022 Fiscal Year. (340-40-016, 950-40-034)

Adopted Resolution No. 21-31, A Resolution of the Town Council of the Town of Paradise Approving the New Job Classification Descriptions. (340-40-016, 610-10-017)

Adopted Resolution No. 21-32, A Resolution of the Town Council of the Town of Paradise, California adopting the amended Salary Pay Plan for

Town of Paradise Employees for the Fiscal Year 2021-2022.
(340-40-016, 610-10-017, 610-10-018, 610-10-015)

One roll call vote was taken to approve resolutions 21-27 through 21-32. Roll call vote was unanimous.

- 6b. Disaster Recovery Director Colette Curtis provided an overview of the Emergency Operations Plan process.

MOTION by Jones, seconded by Bolin, Awarded the contract for Emergency Operations Plan Update to Constant Associates; and, 2. Authorized the Town Attorney to draft the contract agreement; and, 3. Authorized the Town Manager to execute the contract agreement. Roll call vote was unanimous. (510-10-310, 420-20-027)

- 6c. Recovery Director Colette Curtis provided a history of the Town's seal, how the proposed new seal will be used to rebrand the Town and provided examples of how other logos from agencies in the Town changed after the Camp Fire. (190-10-008)

Council Members discussed the benefits of changing the Town Seal and that changing it now would make it easier to brand the Town during the recovery process.

Council Member Culleton suggested opening the design process up to the community and possibly holding a contest to allow the citizens to have a say in what the seal for the Town should look like.

1. John Remalia thought the topic of the Town Seal should be put off for six months or a year because Staff is busy with other projects.

MOTION by Jones, seconded by Tryon, Approved the Town Seal design as presented, without the daffodil. AYES: Bolin, Jones, Tryon, Crowder; NOES: Culleton; ABSTAIN: None; ABSENT: None.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a1. Council designated Council Member Tryon as a voting delegate and Council Member Culleton as an alternate to the Town regarding the League of California Cities proposed Resolution(s) for the 2021 League General Assembly to be held September 22-24, 2021. All Council concurred. (120-10-010)
- 7a2. **MOTION by Tryon, seconded by Jones,** approved writing a letter of support to acknowledge the Village of Lytton, British Columbia that was 90% destroyed by fire. Roll call vote was unanimous. (180-30-100)
- 7b. Council reports on committee representation:

Council Member Bolin- Announced that the July LAFCo meeting had been cancelled.

Vice Mayor Jones- Attended a BCAG meeting.

Council Member Culleton- Attended and worked the Town booth at Party in the Park.

Council Member Tryon- Attended a tour on forest health hosted by Butte County Fire Safe Council; participated in a ride-along with Town's Code Enforcement staff; and attended a Butte County Association of Government meeting and Butte County Air Quality Management District Meeting.

Mayor Crowder- Attended the ribbon cutting for the new CAL FIRE Headquarters in Oroville; participated in several news interviews; attended the swear in for new officer, Madison Hartley and Paradise Sewer Meeting. Mayor Crowder met with the insurance commissioner for Paradise Community Village; attended the rotary and traffic meeting at Town Hall; worked the Town booth at Party in the Park; participated in a follow up meeting with James Gallagher on the status of the Paradise Sewer Project; attended the ribbon cutting for Lutheran Savior Church; participated in the business walk with the Paradise Ridge Chamber of Commerce and provided a State of the Town presentation for the Lions Club.

- 7c. Vice Mayor Jones would like staff to present Council with a comprehensive update and options for the trees that did not qualify for the State program and still pose a threat to private property and human life.

Council Member Tryon would like staff to provide the status on the Temporary Use Permits.

Council Member Culleton would like the Town Attorney to review the trash service franchise agreement.

8. STAFF COMMUNICATION

8a. Town Manager Report

Public Works Director/Town Engineer Marc Mattox delivered the Town Manager report on behalf of Town Manager Kevin Phillips and provided an update, per Council Member Tryon's request, on options for a Town operated, or Town subsidized green waste yard at the Public Works facility at 933 American Way. Mr. Mattox shared the Town released a Request for Information to private sectors and although it was downloaded by over 100 vendors online, and there was some interest, the Town did not receive any written documents.

Mr. Mattox also updated Council on the Roe Road Project and addressed residents' concerns and shared that the Town has asked for funding to study the environmental review component so staff can examine the different impacts of the projects.

Community Development Director Susan Hartman shared that there are two items coming to Planning Commission in July: 1. A rezone application to rebuild a residence in a commercial zone; and, 2. A zoning ordinance amendment that allows the Town to comply with State law regarding home day care operations. Ms. Hartman shared that Grocery Outlet was issued their building permit; The Moose Lodge is ready to submit plans; Barney's is currently working on the plan check additions; and the Lutheran Church's plans are out for corrections.

9. CLOSED SESSION- None

10. ADJOURNMENT

Mayor Crowder adjourned the Council meeting at 8:00 p.m.

Date approved:

By:

Steve Crowder, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

FOR THE PERIOD OF
July 1, 2021 - July 31, 2021



CASH DISBURSEMENTS REPORT
July 1, 2021 - July 31, 2021

Check Date	Pay Period End	Description	Amount	Total
7/9/2021	7/4/2021	Net Payroll - Direct Deposits and Checks	\$ 170,860.15	
7/23/2021	7/18/2021	Net Payroll - Direct Deposits and Checks	<u>163,061.98</u>	\$ 333,922.13
 Accounts Payable				
		Payroll Vendors: Taxes, PERS, Dues, Insurance, Etc.	2,166,039.49	
		Operations Vendors: Supplies, Contracts, Utilities, Etc.	<u>\$ 4,307,505.99</u>	6,473,545.48
		TOTAL CASH DISBURSEMENTS ACCOUNTS PAYABLE		<u>6,473,545.48</u>
		GRAND TOTAL CASH DISBURSEMENTS		<u><u>\$ 6,807,467.61</u></u>

APPROVED BY: _____
 Kevin Phillips, Town Manager

APPROVED BY: _____
 Ross Gilb, Finance Director / Town Treasurer

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
78427	07/01/2021	Open			Accounts Payable	ACCELA, INC.	\$50,729.86		
78428	07/01/2021	Open			Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$10.05		
78429	07/01/2021	Open			Accounts Payable	ANIMAL HOSPITAL/VETMOBILE	\$140.43		
78430	07/01/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
78431	07/01/2021	Open			Accounts Payable	AT&T MOBILITY	\$195.31		
78432	07/01/2021	Open			Accounts Payable	AT&T Wireless Services	\$47.00		
78433	07/01/2021	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
78434	07/01/2021	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$23.67		
78435	07/01/2021	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$4,016.33		
78436	07/01/2021	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,115.54		
78437	07/01/2021	Open			Accounts Payable	Aurora Ridge Homes, Inc.	\$40,060.00		
78438	07/01/2021	Open			Accounts Payable	Auser, Mark	\$7.00		
78439	07/01/2021	Open			Accounts Payable	Balken Construction	\$18,663.79		
78440	07/01/2021	Open			Accounts Payable	BIDWELL TITLE & ESCROW	\$500.00		
78441	07/01/2021	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
78442	07/01/2021	Open			Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION	\$493.00		
78443	07/01/2021	Open			Accounts Payable	Civitas, LLC	\$18,360.00		
78444	07/01/2021	Open			Accounts Payable	COMCAST CABLE	\$389.78		
78445	07/01/2021	Open			Accounts Payable	Creative Composition Inc	\$10,846.57		
78446	07/01/2021	Open			Accounts Payable	Curtis Blue Line	\$3,996.64		
78447	07/01/2021	Open			Accounts Payable	Dewberry Engineers Inc.	\$82,132.86		
78448	07/01/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$6,186.26		
78449	07/01/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$2,334.73		
78450	07/01/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$4,313.11		
78451	07/01/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$24,151.53		
78452	07/01/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$89,502.77		
78453	07/01/2021	Open			Accounts Payable	ENTENMANN-ROVIN COMPANY	\$111.06		
78454	07/01/2021	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
78455	07/01/2021	Open			Accounts Payable	FOOTHILL MILL & LUMBER	\$20,222.46		
78456	07/01/2021	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$135.00		
78457	07/01/2021	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$274.78		
78458	07/01/2021	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$450.00		
78459	07/01/2021	Open			Accounts Payable	Herc Rentals Inc.	\$4,494.85		
78460	07/01/2021	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$408.37		
78461	07/01/2021	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$6,289.62		
78462	07/01/2021	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$20.45		
78463	07/01/2021	Open			Accounts Payable	INTERSTATE SALES	\$697.73		
78464	07/01/2021	Open			Accounts Payable	James or Lavenia Riotto	\$2,250.00		
78465	07/01/2021	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$687.25		
78466	07/01/2021	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$140,314.74		
78467	07/01/2021	Open			Accounts Payable	LIFE ASSIST INC	\$333.12		
78468	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$43,527.33		
78469	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$26,585.66		
78470	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$31,115.60		
78471	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$71,075.49		
78472	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$15,407.15		
78473	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,115.10		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
78474	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,402.24		
78475	07/01/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,491.98		
78476	07/01/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$642.90		
78477	07/01/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$526.00		
78478	07/01/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$508.70		
78479	07/01/2021	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$187.39		
78480	07/01/2021	Open			Accounts Payable	MUNICIPAL CODE CORP	\$398.01		
78481	07/01/2021	Open			Accounts Payable	NORTHSTAR	\$775.00		
78482	07/01/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$364.71		
78483	07/01/2021	Open			Accounts Payable	Oroville Tow & Salvage	\$1,960.00		
78484	07/01/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$75.50		
78485	07/01/2021	Open			Accounts Payable	PARADISE POST	\$507.42		
78486	07/01/2021	Open			Accounts Payable	Paradise Post - Sub	\$118.07		
78487	07/01/2021	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$660.00		
78488	07/01/2021	Open			Accounts Payable	Peters, Habib, McKenna, Juhl-Rhodes & Cardoza, LLP	\$18,579.00		
78489	07/01/2021	Open			Accounts Payable	PG&E CFM/PPC Department	\$7,010.48		
78490	07/01/2021	Open			Accounts Payable	Rancho Engineering, Inc	\$250.00		
78491	07/01/2021	Open			Accounts Payable	RAY MORGAN COMPANY INC	\$63.12		
78492	07/01/2021	Open			Accounts Payable	Resource Management Associates, Inc.	\$8,290.00		
78493	07/01/2021	Open			Accounts Payable	SBA Monarch Towers III LLC	\$160.10		
78494	07/01/2021	Open			Accounts Payable	SIERRA SAFETY ASSOCIATES	\$4,945.30		
78495	07/01/2021	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$78,005.94		
78496	07/01/2021	Open			Accounts Payable	Spherion Staffing	\$13,011.28		
78498	07/01/2021	Open			Accounts Payable	State Water Resources Control Board	\$2,066.00		
78499	07/01/2021	Open			Accounts Payable	Stratti	\$2,321.64		
78500	07/01/2021	Open			Accounts Payable	T and S DVBE Inc.	\$16,754.44		
78501	07/01/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$698.28		
78502	07/01/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$2.20		
78503	07/01/2021	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
78504	07/01/2021	Open			Accounts Payable	Tri Flame Propane	\$83.13		
78505	07/01/2021	Open			Accounts Payable	Urban Planning Partners Inc	\$5,062.50		
78506	07/01/2021	Open			Accounts Payable	VERIZON WIRELESS	\$2,134.07		
78507	07/01/2021	Open			Accounts Payable	WILGUS FIRE CONTROL INC	\$786.84		
78508	07/01/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$102,081.50		
78509	07/01/2021	Open			Accounts Payable	ZOLL MEDICAL CORP.	\$2,922.75		
78510	07/01/2021	Open			Accounts Payable	Aflac	\$146.92		
78511	07/01/2021	Open			Accounts Payable	Met Life	\$9,081.55		
78512	07/01/2021	Open			Accounts Payable	OPERATING ENGINEERS	\$952.00		
78513	07/01/2021	Open			Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$1,666.36		
78514	07/01/2021	Open			Accounts Payable	SUN LIFE INSURANCE	\$5,495.65		
78515	07/01/2021	Open			Accounts Payable	SUPERIOR VISION SVC NGLIC	\$746.51		
78516	07/01/2021	Open			Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$90.00		
78517	07/14/2021	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
78518	07/14/2021	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
78519	07/15/2021	Open			Accounts Payable	4LEAF, Inc	\$169,334.26		
78520	07/15/2021	Open			Accounts Payable	ACCESS INFORMATION PROTECTED	\$118.09		
78522	07/15/2021	Open			Accounts Payable	Bear Electric Solutions	\$2,609.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
78523	07/15/2021	Open			Accounts Payable	Big O Tires	\$413.00		
78524	07/15/2021	Open			Accounts Payable	Blue Flamingo Marketing Advocates	\$4,166.67		
78525	07/15/2021	Open			Accounts Payable	Brolliar Stump Grinding, Joseph, Brolliar	\$75.00		
78526	07/15/2021	Open			Accounts Payable	Browns Towing	\$150.00		
78527	07/15/2021	Open			Accounts Payable	BUTTE CO AUDITOR-CONTROLLER	\$38,391.80		
78528	07/15/2021	Open			Accounts Payable	BUTTE CO RECORDER	\$92.00		
78529	07/15/2021	Open			Accounts Payable	BUTTE CO SHERIFF'S OFFICE	\$89,008.24		
78530	07/15/2021	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$73.00		
78531	07/15/2021	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$571.00		
78532	07/15/2021	Open			Accounts Payable	Chico State Enterprises	\$12,500.00		
78533	07/15/2021	Open			Accounts Payable	CLEANING CONNECTION, THE	\$496.00		
78534	07/15/2021	Open			Accounts Payable	COMCAST CABLE	\$139.78		
78535	07/15/2021	Open			Accounts Payable	COMCAST CABLE	\$244.78		
78536	07/15/2021	Open			Accounts Payable	COMCAST CABLE	\$409.78		
78537	07/15/2021	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$252.00		
78538	07/15/2021	Open			Accounts Payable	DEPARTMENT OF FORESTRY & FIRE PROTECTION	\$68,737.70		
78539	07/15/2021	Open			Accounts Payable	Entersect	\$109.95		
78540	07/15/2021	Open			Accounts Payable	Ernst & Young US LLP	\$100,169.00		
78541	07/15/2021	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$235.58		
78542	07/15/2021	Open			Accounts Payable	Granicher Appraisals, Inc	\$350.00		
78543	07/15/2021	Open			Accounts Payable	GREEN RIDGE LANDSCAPING	\$5,471.03		
78544	07/15/2021	Open			Accounts Payable	Herc Rentals Inc.	\$2,161.08		
78545	07/15/2021	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$1,967.82		
78546	07/15/2021	Open			Accounts Payable	HLP, INC / CHAMELEON SOFTWARE PRODUCTS	\$12.60		
78547	07/15/2021	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$4,423.55		
78548	07/15/2021	Open			Accounts Payable	ID WHOLESALER	\$131.65		
78549	07/15/2021	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$1,302.30		
78550	07/15/2021	Open			Accounts Payable	INTERSTATE OIL COMPANY	\$199.55		
78551	07/15/2021	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$791.60		
78552	07/15/2021	Open			Accounts Payable	Kite Solutions LLC	\$360.00		
78553	07/15/2021	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$158,609.06		
78554	07/15/2021	Open			Accounts Payable	KP Research Services, Inc.	\$1,200.00		
78555	07/15/2021	Open			Accounts Payable	LC Action Police Supply, LTD	\$1,250.25		
78556	07/15/2021	Open			Accounts Payable	LIFE ASSIST INC	\$508.69		
78557	07/15/2021	Open			Accounts Payable	MANN, URRUTIA, NELSON, CAS & ASSOC, LLP	\$17,600.00		
78558	07/15/2021	Open			Accounts Payable	Meeks Lumber & Hardware	\$6,439.60		
78559	07/15/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$1,179.40		
78560	07/15/2021	Open			Accounts Payable	MOBILE MINI INC	\$502.87		
78561	07/15/2021	Open			Accounts Payable	MOORE, DWIGHT, L.	\$4,500.00		
78562	07/15/2021	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$180.25		
78563	07/15/2021	Open			Accounts Payable	MUNICIPAL CODE CORP	\$682.00		
78564	07/15/2021	Open			Accounts Payable	MUNIMETRIX SYSTEMS CORP	\$39.99		
78565	07/15/2021	Open			Accounts Payable	NETMOTION WIRELESS, INC.	\$2,089.15		
78566	07/15/2021	Open			Accounts Payable	NORMAC INC	\$529.86		
78567	07/15/2021	Open			Accounts Payable	North State Tire Co. Inc.	\$1,180.58		
78568	07/15/2021	Open			Accounts Payable	NORTHERN RECYCLING & WASTE SERVICES, INC.	\$2,987.96		
78569	07/15/2021	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$8,491.34		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
78570	07/15/2021	Open			Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$1,468.64		
78571	07/15/2021	Open			Accounts Payable	O'REILLY AUTO PARTS	\$6.90		
78572	07/15/2021	Open			Accounts Payable	Oakley, Amanda	\$210.00		
78573	07/15/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$221.26		
78574	07/15/2021	Open			Accounts Payable	Oroville Cable	\$87.90		
78575	07/15/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$595.19		
78576	07/15/2021	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,275.00		
78577	07/15/2021	Open			Accounts Payable	PEPPAS, KEVIN	\$200.00		
78578	07/15/2021	Open			Accounts Payable	Perrin Construction Inc	\$10,125.00		
78579	07/15/2021	Open			Accounts Payable	PETERSON TRACTOR CO	\$24.21		
78580	07/15/2021	Open			Accounts Payable	RoyalAire	\$307.00		
78581	07/15/2021	Open			Accounts Payable	Selectron Technologies, Inc.	\$23,200.00		
78582	07/15/2021	Open			Accounts Payable	Shelby's Pest Control, Inc.	\$100.00		
78583	07/15/2021	Open			Accounts Payable	SONSRAY MACHINERY LLC	\$1,165.03		
78584	07/15/2021	Open			Accounts Payable	Spherion Staffing	\$15,054.17		
78585	07/15/2021	Open			Accounts Payable	Stratti	\$19,983.02		
78586	07/15/2021	Open			Accounts Payable	Tahoe Pure Water Co.	\$30.00		
78587	07/15/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$252.65		
78588	07/15/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$19.89		
78589	07/15/2021	Open			Accounts Payable	THOMAS HYDRAULIC & HARDWARE SUPPLY, INC.	\$21.45		
78590	07/15/2021	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$180.38		
78591	07/15/2021	Open			Accounts Payable	UNITED RENTALS, INC.	\$2,049.73		
78592	07/15/2021	Open			Accounts Payable	Valley Iron Inc	\$266.52		
78593	07/15/2021	Open			Accounts Payable	VERIZON WIRELESS	\$578.26		
78594	07/15/2021	Open			Accounts Payable	VistaNet Inc.	\$2,129.00		
78595	07/15/2021	Open			Accounts Payable	WILLDAN FINANCIAL SERVICES	\$350.00		
78596	07/15/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$259,947.89		
78597	07/15/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$20,301.75		
78598	07/15/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$2,564.51		
78599	07/20/2021	Open			Accounts Payable	ALLIANT INSURANCE	\$17,534.00		
78600	07/28/2021	Open			Accounts Payable	ICMA 457 - VANTAGEPOINT	\$750.00		
78601	07/28/2021	Open			Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76		
78608	07/29/2021	Open			Accounts Payable	4LEAF, Inc	\$185,922.74		
78609	07/29/2021	Open			Accounts Payable	AGS CONSTRUCTION SERVICES	\$7,501.00		
78610	07/29/2021	Open			Accounts Payable	All-American Construction, Inc.	\$222,243.00		
78611	07/29/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$109.95		
78612	07/29/2021	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,051.52		
78613	07/29/2021	Open			Accounts Payable	AT&T MOBILITY	\$158.30		
78614	07/29/2021	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$210.49		
78615	07/29/2021	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$23.44		
78616	07/29/2021	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$3,986.32		
78617	07/29/2021	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,115.54		
78618	07/29/2021	Open			Accounts Payable	Azoo Supply Inc	\$188.56		
78619	07/29/2021	Open			Accounts Payable	Biometrics4ALL, Inc	\$12.00		
78620	07/29/2021	Open			Accounts Payable	Broad & Gusman	\$4,000.00		
78621	07/29/2021	Open			Accounts Payable	Brown, James Richard	\$295.00		
78622	07/29/2021	Open			Accounts Payable	CALIFORNIA BUILDING STANDARDS COMMISSION	\$1,685.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
78623	07/29/2021	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF CONSERVATION	\$5,702.31		
78624	07/29/2021	Open			Accounts Payable	ClearGov, Inc.	\$11,840.00		
78625	07/29/2021	Open			Accounts Payable	COMCAST CABLE	\$389.78		
78626	07/29/2021	Open			Accounts Payable	COOK, DEBBIE	\$69.79		
78627	07/29/2021	Open			Accounts Payable	D.H. Slater & Son, Inc.	\$5,000.00		
78628	07/29/2021	Open			Accounts Payable	Darby, Tracy	\$2,147.11		
78629	07/29/2021	Open			Accounts Payable	Dewberry Engineers Inc.	\$17,571.76		
78630	07/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$93,431.06		
78631	07/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$2,185.70		
78632	07/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$67,331.17		
78633	07/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$12,796.47		
78634	07/29/2021	Open			Accounts Payable	Dokken Engineering, Inc.	\$1,507.86		
78635	07/29/2021	Open			Accounts Payable	Don Ajamian Construction, Inc.	\$27,000.00		
78636	07/29/2021	Open			Accounts Payable	Duncan, Donna M Trust	\$2,443.26		
78637	07/29/2021	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$530.81		
78638	07/29/2021	Open			Accounts Payable	GHD, Inc.	\$114,589.72		
78639	07/29/2021	Open			Accounts Payable	Granicher Appraisals, Inc	\$300.00		
78640	07/29/2021	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
78641	07/29/2021	Open			Accounts Payable	HDR Engineering, Inc	\$93,390.70		
78642	07/29/2021	Open			Accounts Payable	Herc Rentals Inc.	\$4,494.85		
78643	07/29/2021	Open			Accounts Payable	Hope Crisis Response Network, Inc	\$29,035.00		
78644	07/29/2021	Open			Accounts Payable	Hoss Revocable Trust, Melvin R & Mary Jane	\$1,332.74		
78645	07/29/2021	Open			Accounts Payable	HUDSON'S APPLIANCE CENTER	\$20.46		
78646	07/29/2021	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$205.00		
78647	07/29/2021	Open			Accounts Payable	INDUSTRIAL POWER PRODUCTS	\$1,451.54		
78648	07/29/2021	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$15.20		
78649	07/29/2021	Open			Accounts Payable	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	\$200.00		
78650	07/29/2021	Open			Accounts Payable	James or Lavenia Riotto	\$1,050.00		
78651	07/29/2021	Open			Accounts Payable	Jennifer Arbuckle	\$7,500.00		
78652	07/29/2021	Open			Accounts Payable	JOHNNY ON THE SPOT PORTABLES	\$662.25		
78653	07/29/2021	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$427.97		
78654	07/29/2021	Open			Accounts Payable	KOEFRA INDUSTRIES	\$1,200.00		
78655	07/29/2021	Open			Accounts Payable	Koehne Inter Vivos Trust	\$2,188.22		
78656	07/29/2021	Open			Accounts Payable	LIEBERT CASSIDY WHITMORE	\$4,831.00		
78657	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$38,507.86		
78658	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$42,379.64		
78659	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$137,014.16		
78660	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$246,734.67		
78661	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$2,100.39		
78662	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$386.69		
78663	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$884.87		
78664	07/29/2021	Open			Accounts Payable	Mark Thomas & Company Inc	\$3,098.66		
78665	07/29/2021	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$596.60		
78666	07/29/2021	Open			Accounts Payable	MILLER GLASS INC	\$1,047.48		
78667	07/29/2021	Open			Accounts Payable	MORGAN TREE SERVICE	\$4,400.00		
78668	07/29/2021	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$6.47		
78669	07/29/2021	Open			Accounts Payable	NCCSIF TREASURER	\$231,615.00		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
78670	07/29/2021	Open			Accounts Payable	NCCSIF TREASURER	\$86,560.50		
78671	07/29/2021	Open			Accounts Payable	Norris, Melanie	\$45.00		
78672	07/29/2021	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$9,173.82		
78673	07/29/2021	Open			Accounts Payable	NORTHSTAR	\$1,937.50		
78674	07/29/2021	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$124.21		
78675	07/29/2021	Open			Accounts Payable	Ohlson, Karen	\$30.00		
78676	07/29/2021	Open			Accounts Payable	Oroville Tow & Salvage	\$2,250.00		
78677	07/29/2021	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$13,153.26		
78678	07/29/2021	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$131.94		
78679	07/29/2021	Open			Accounts Payable	PARADISE POST	\$191.26		
78680	07/29/2021	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,460.00		
78681	07/29/2021	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$42.16		
78682	07/29/2021	Open			Accounts Payable	Riebes Auto Parts-Motorpool	\$48.49		
78683	07/29/2021	Open			Accounts Payable	RRA Builders	\$19,863.27		
78684	07/29/2021	Open			Accounts Payable	Sigler Pest Control	\$50.00		
78685	07/29/2021	Open			Accounts Payable	Silkwood, Blane A	\$2,051.50		
78686	07/29/2021	Open			Accounts Payable	Sky Ridge Builders	\$1,415.00		
78687	07/29/2021	Open			Accounts Payable	Spherion Staffing	\$21,814.12		
78688	07/29/2021	Open			Accounts Payable	Sterling Homes & Investments, Inc.	\$19,710.00		
78689	07/29/2021	Open			Accounts Payable	Stratti	\$8,276.23		
78690	07/29/2021	Open			Accounts Payable	Tahoe Pure Water Co.	\$77.15		
78691	07/29/2021	Open			Accounts Payable	Tetra Tech - EMI	\$14,142.38		
78692	07/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$476.65		
78693	07/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$107.93		
78694	07/29/2021	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$20.38		
78695	07/29/2021	Open			Accounts Payable	THRIFTY ROOTER	\$160.00		
78696	07/29/2021	Open			Accounts Payable	Tri Flame Propane	\$1.00		
78697	07/29/2021	Open			Accounts Payable	TUCKER PEST CONTROL INC	\$90.00		
78698	07/29/2021	Open			Accounts Payable	Urban Planning Partners Inc	\$8,997.15		
78699	07/29/2021	Open			Accounts Payable	UrbanFootprint, Inc.	\$10,000.00		
78700	07/29/2021	Open			Accounts Payable	VALLEY OAK VETERINARY CENTER	\$253.94		
78701	07/29/2021	Open			Accounts Payable	VERIZON WIRELESS	\$505.66		
78702	07/29/2021	Open			Accounts Payable	Wheeler, Donna	\$2,975.21		
78703	07/29/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$8,252.25		
78704	07/29/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$11,144.57		
78705	07/29/2021	Open			Accounts Payable	Wood Rodgers, Inc.	\$293,156.20		
Type Check Totals:									
							271 Transactions	\$4,311,570.50	
<u>EFT</u>									
1173	07/01/2021	Open			Accounts Payable	CALPERS	\$110,547.18		
1174	07/07/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,094.20		
1175	07/07/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$32,897.10		
1176	07/14/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$40,733.40		
1177	07/14/2021	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,737.08		
1179	07/14/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$1,871,070.00		
1180	07/22/2021	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$9,492.92		
1181	07/22/2021	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$31,043.62		
1182	07/28/2021	Open			Accounts Payable	CALPERS - RETIREMENT	\$40,622.40		

TOWN OF PARADISE
Payment Register

From Payment Date: 7/1/2021 - To Payment Date: 7/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
1183	07/28/2021	Open			Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$7,737.08		
Type EFT Totals:									
AP - US Bank TOP AP Checking Totals								\$2,161,974.98	

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	271	\$4,311,570.50	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Total	271	\$4,311,570.50	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	10	\$2,161,974.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Total	10	\$2,161,974.98	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	281	\$6,473,545.48	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Total	281	\$6,473,545.48	\$0.00



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 2(c)

ORIGINATED BY: Ross Gilb, Finance Director/Town Treasurer
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Authorize destruction of certain records maintained in the Finance Division in keeping with the principles of an effective and cost-efficient Records Management Program
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

Adopt Resolution No. 21-___, A Resolution of the Town Council of the Town of Paradise Authorizing Destruction of Certain Town Records Maintained in the Finance Division Pursuant to Government Code Section 34090. The records listed in Exhibit B have been retained for four or more years and are eligible for destruction.

Background:

The Town has had an established records management program since the early 1980's. Based upon recommendations from the California Secretary of State, all Town records have been appraised, inventoried and scheduled with a retention/destruction code pursuant to Town of Paradise Resolution No. 04-27 (original schedule was adopted in 1993 by Resolution No. 93-30). This resolution provides the Town with legal authority to dispose of certain records that are no longer of value to the Town.

Once records have fulfilled their administrative, fiscal, or legal function, they should be disposed of as soon as possible in order to maintain an efficient, effective, and economical management of information. Resolution No. 04-27 provides the legal authority, with the Town Attorney's consent, to dispose of records that no longer serve the administrative, legal and/or fiscal purposes for which they were created.

Financial Impact:

No additional cost will be borne by the Town in destroying these records. The Finance Division already contracts for regular shredding service and any documents not containing confidential or sensitive information will be recycled.

**TOWN OF PARADISE
RESOLUTION NO. 21-__**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING DISPOSAL OF CERTAIN TOWN RECORDS MAINTAINED IN
STORAGE FOR THE FINANCE DIVISION PURSUANT TO GOVERNMENT CODE
SECTION 34090.**

WHEREAS, Government Code Section 34090 authorizes the head of a town department, with the written consent of the Town Attorney, to destroy certain records over two years of age upon approval of the legislative body; and,

WHEREAS, the Town Attorney consent is incorporated into this resolution as Exhibit "A" approving the destruction of those certain records set forth in Exhibit "B"; and,

WHEREAS the specific records are set forth on Exhibit "B"; and,

WHEREAS, the Finance Director is requesting to dispose certain records maintained in the Finance Division as set forth on the attached Exhibits "B".

NOW, THEREFORE, the Town Council of the Town of Paradise does resolve as follows:

SECTION 1: The Finance Director of the Town of Paradise is hereby authorized to dispose of the records set forth in Exhibit "B" of this resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 10th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

EXHIBIT "A"

**Consent to Destruction of Certain Records, Documents
and Papers of the Town of Paradise**

Pursuant to the Government Code Section 34090, I hereby consent to the destruction of those certain records, documents and papers of the Town of Paradise listed on Exhibits B attached to Resolution No. 21-__.

DATED:

SCOTT E. HUBER, Town Attorney

RESOLUTION NO. _____
 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
 AUTHORIZING DESTRUCTION OF CERTAIN TOWN RECORDS
 PURSUANT TO GOVERNMENT CODE SECTION 34090

EXHIBIT “B”
LIST OF FILES ELIGIBLE FOR DESTRUCTION

Box Description	Documents Date	Surplus Date
Accounts Payable	2014/15	2020/21
Accounts Payable	2014/15	2020/21
Accounts Payable	2014/15	2020/21
Accounts Payable	2014/15	2020/21
Accounts Payable	2014/15	2020/21
Accounts Payable Edit Listing	2014/15	2020/21
Deposits	03/01/15 – 05/31/15	2020/21
Deposits	06/01/14 – 08/31/14	2020/21
Deposits	09/01/14 – 11/30/14	2020/21
Deposits	12/01/14 – 02/28/15	2020/21
Payroll Liability Payments	2013	2020/21

Reviewed by:

 Ross Gilb, Finance Director/Town Treasurer



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 2(d)

ORIGINATED BY: Marc Mattox, Public Works Director
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: PG&E Temporary Construction Easements
5733 Pentz Rd and 1181 Pearson Road

LONG TERM RECOVERY PLAN: Yes, Tier 1 "Underground Utilities"

COUNCIL ACTION REQUESTED:

- a) Consider adopting Resolution No.21- __, A resolution of the Town Council of the Town of Paradise authorizing a grant of a temporary construction easement at 5733 Pentz Road and 1181 Pearson Road to Pacific Gas and Electric Company. (ROLL CALL VOTE)

Background:

PG&E is in the process of undergrounding electrical facilities throughout the Town of Paradise in response to the 2018 Camp Fire and 2019 Community Long Term Recovery Plan. As a part of its construction efforts, PG&E needs to secure safe staging areas to perform work near specific project areas.

Analysis:

PG&E has identified a temporary easement needed on two Town owned properties for construction staging.

Professional valuation was prepared for the easement acquisition and summarized below:

- 5733 Pentz Road, April 1, 2021 to October 1, 2021
- 1181 Pearson Road July 19, 2021 to January 19, 2022

A copy of the easement packages including mapping and description can be found in Attachment B to this staff report.

Financial Impact:

There are no financial impacts associated with granting this easement.

Attachments:

- A. Easement Packages

**TOWN OF PARADISE
RESOLUTION NO. 21-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT AT 5733 PENTZ AND
1181 PEARSON TO PACIFIC GAS AND ELECTRIC COMPANY**

WHEREAS, Pacific Gas and Electric Company is currently undergrounding electric distribution and service facilities throughout the Town of Paradise; and,

WHEREAS, the Town has negotiated a temporary construction easement that is necessary for undergrounding work adjacent to 5733 Pentz Road and 1181 Pearson Road; and,

WHEREAS, the Town has agreed to the terms regarding the conveyance of such easement to Pacific Gas and Electric Company.

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

Section 1. The Town Council accepts Pacific Gas and Electric Companies offer and authorizes the grant of an easement at the following location:

1. Town of Paradise, 5733 Pentz, Paradise, CA.
2. Town of Paradise, 1181 Pearson, Paradise, CA.

Section 2. The Town Manager is authorized to take whatever action is necessary to grant the above easement.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 10th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney



2730 Gateway Oaks Drive, # 220
Sacramento, CA 95833

July 29, 2021

Town of Paradise
Attn: Marc Mattox
5555 Skyway Road
Paradise, CA 95969

Re: Pacific Gas and Electric - Paradise Rebuild Program
Your property located at 5733 Skyway Road in Paradise, CA
Butte County Assessor Parcel Number: 054-230-035

Dear Mr. Mattox:

Pacific Gas and Electric Company (PG&E) is committed to rebuilding its electric and gas distribution infrastructure to serve the community of the Town of Paradise. Under PG&E's Paradise Rebuild Program, the Woodglen Project will include installation of underground infrastructure needed to distribute electrical services to properties in Paradise, California.

In order to facilitate the construction of this infrastructure to provide electric service to the Town of Paradise, PG&E is proposing to acquire a Temporary Construction Easement on a your property referenced above. The information below highlights the key terms relating to the proposed Temporary Construction Easement:

1. Property: 5733 Pentz Road in Paradise, CA
2. Type of Instrument: Temporary Construction Easement
3. Term: April 1, 2021 through October 1, 2021 (Approximately 6 Month Period)

If you wish to accept PG&E's offer, please sign the Temporary Construction Easement, complete and sign the W-9 form, and return to Jay Staudinger with Interwest Consulting Group. PG&E will issue payment to you within 30 days of receiving the executed Temporary Construction Easement and W-9 form.

PG&E has contracted with the Real Estate consulting firm, Interwest Consulting Group, to help coordinate this effort. Jay Staudinger will assist with any questions or concerns you may have, or if you need assistance with notarization, and can also meet with you to discuss further. Please feel free to contact Jay at (541) 441-1440 or by email at jaystaudinger@interwestgrp.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Seth Curran', with a long horizontal flourish extending to the right.

Seth Curran
Principal Right of Way Agent

Enclosures

TEMPORARY CONSTRUCTION EASEMENT

Town of Paradise

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s Paradise Rebuild Program/Woodglen Project (“**PG&E’s Project**”), within Property Owner’s lands located at 5733 Pentz Road, Paradise, situated in the County of Butte, State of California, identified as County Assessor’s Parcel Number 054-230-035 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) *to use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment; and*
- (b) *to use existing and/or proposed road(s);*

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of approximately six (6) months commencing on April 1, 2021 and shall terminate on October 1, 2021 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three months by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term.
3. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.
4. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.

5. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.
6. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
9. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

Owner:

Town of Paradise
5555 Skyway Road
Paradise, CA 95969

PG&E:

Pacific Gas and Electric Company
Attn: Seth Curran, Principal Right-of-Way Agent
2730 Gateway Oaks, Suite 220
Sacramento, CA 95833

10. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
11. **Successors, Heirs, and Assigns.** This provision of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
12. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
13. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

Town of Paradise

Signed: _____

Printed: _____

Its: _____

Date: _____

Exhibit "A"
Temporary Construction Easement Area





2730 Gateway Oaks Drive, # 220
Sacramento, CA 95833

July 29, 2021

Town of Paradise
Atten: Marc Mattox
5555 Skyway
Paradise, CA 95969

Re: Pacific Gas and Electric - Butte Rebuild Program
Your property located at 1181 Pearson Road in Paradise, CA
Butte County Assessor Parcel Number: 054-152-077

Dear Mr. Mattox:

Pacific Gas and Electric Company (PG&E) is committed to rebuilding its electric and gas distribution infrastructure to serve the community of the Town of Paradise. Under PG&E's Butte Rebuild Program, the Foland project will include installation of underground infrastructure needed to distribute electrical services to properties in Paradise, California.

In order to facilitate the construction of this infrastructure to provide electric service to the Town of Paradise, PG&E is proposing a Temporary Construction Easement on a portion of your property referenced above. The information below highlights the key terms relating to the proposed Temporary Construction Easement:

1. Property: 1181 Pearson Road in Paradise, CA
2. Type of Instrument: Temporary Construction Easement
3. Term: July 19, 2021 through January 19, 2022 (Approximately 6-months)

PG&E has contracted with the Real Estate consulting firm, Interwest Consulting Group, to help coordinate this effort. Jay Staudinger will assist with any questions or concerns you may have. Please feel free to contact Jay at (541) 441-1440 or by email at jaystaudinger@interwestgrp.com. You can also return the signed Temporary Construction Easement to Jay at the contact info listed above.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Seth Curran', is written over a light blue horizontal line.

Seth Curran
Principal Right of Way Agent

Enclosures

TEMPORARY CONSTRUCTION EASEMENT

Town of Paradise

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”), to be used in connection with PG&E’s Butte Rebuild Program (“**PG&E’s Project**”), within Property Owner’s lands located at 1181 Pearson Road, Paradise, situated in the County of Butte, State of California, identified as County Assessor’s Parcel Number 054-152-077 (the “**Property**”).

The activities allowed under this TCE are described as follows:

(a) Temporary staging of construction materials and equipment, parking and portable restrooms.

The activities described above shall be within the area(s) delineated on the map attached and collectively referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of approximately six (6) months commencing on July 19, 2021 and shall terminate on January 19, 2022 (the “**Term**”). PG&E shall have the right, subject to the terms herein, to extend the Term on a month-to-month basis for up to three months by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area and shall remove such fencing and gates at the end of the Term.
3. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Property Owner’s comparative negligence or willful misconduct.
4. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
5. **Restoration.** Upon completion of PG&E’s Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property.

6. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
7. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
8. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.

Notices. Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

Owner:
Town of Paradise
5555 Skyway
Paradise, CA 95969

PG&E:
Pacific Gas and Electric Company
Attn: Seth Curran, Principal Right-of-Way Agent
2730 Gateway Oaks, Suite 220
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9. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
10. **Successors, Heirs, and Assigns.** This provision of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
11. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
12. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

Town of Paradise

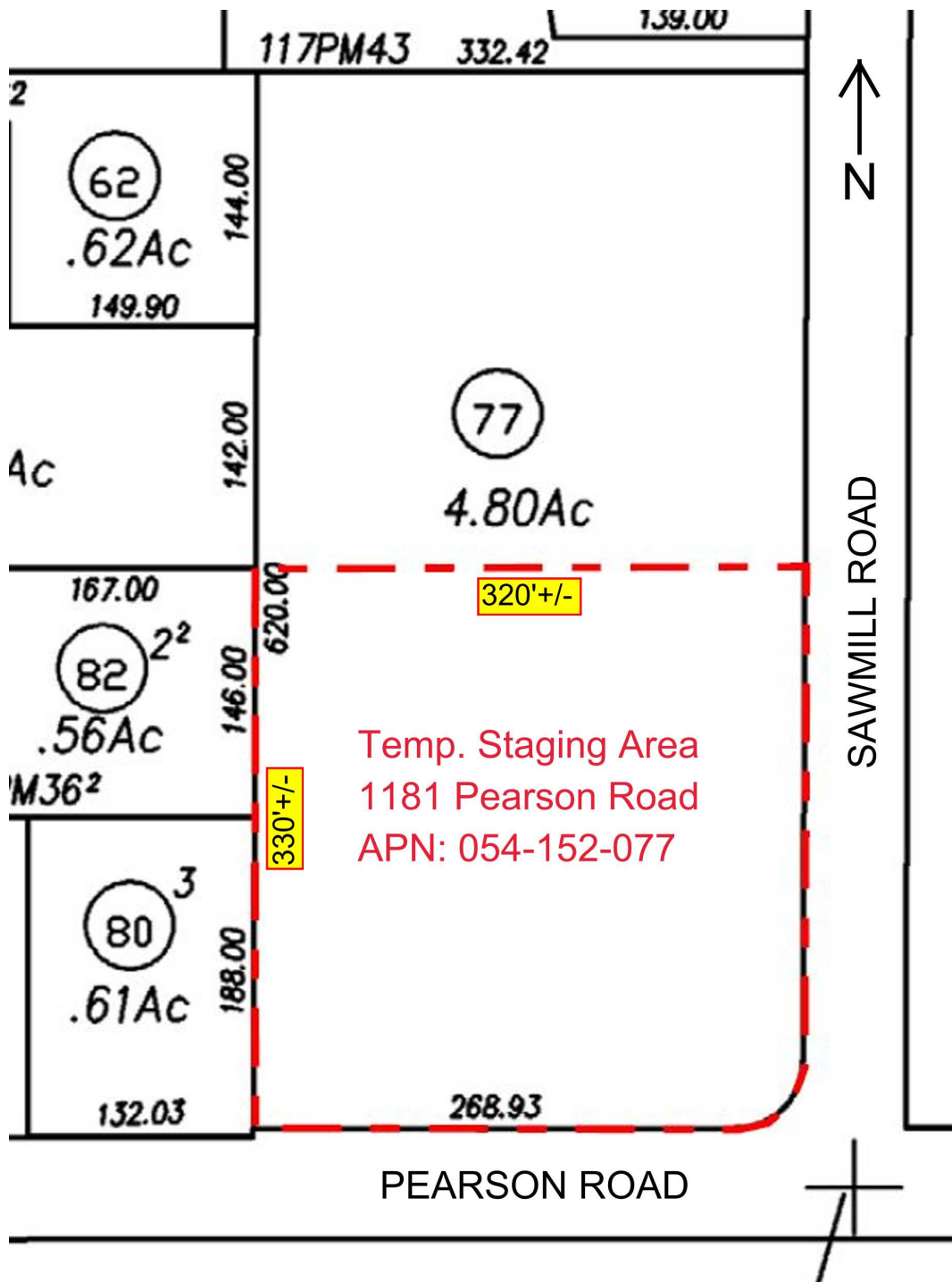
Signed: _____

Printed: _____

Its: _____

Date: _____

Exhibit "A"
Temporary Construction Easement Area





**TOWN OF PARADISE
Council Agenda Summary
August 10, 2021**

Agenda No. 2(e)

ORIGINATED BY: Dina Volenski, CMC, Town Clerk
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Vacancy on the Measure V Oversight Committee

COUNCIL ACTION REQUESTED: Consider appointing Ronald Baker to fill the vacancy on the Measure V Oversight Committee created by the resignation of Dan Hansen.

Discussion: Due to the resignation of Dan Hansen from the Measure V Oversight Committee, the Town Council is being asked to select the alternate, Ronald Baker, to be appointed to serve as a permanent standing member of the committee.

According to Town Council Resolution No. 21-12, the adopted by-laws for the Measure V Oversight Committee, vacancies are to be filled as follows:

“When a seat of the Measure V-Citizen Oversight Committee becomes vacant, Town staff will inform the Town Council and schedule appointment to the vacancy at a regular or special meeting. Such appointments are to take place within 60 days of the creation of the vacancy.”

The Measure V Citizen Oversight Committee appointed alternate is:

- Ronald Baker

Ronald Baker has attended all of the committee meetings to date.

Fiscal Impact Analysis: None

From: [Dan Hansen](#)
To: [Volenski, Dina](#)
Subject: Measure V
Date: Tuesday, July 20, 2021 12:27:39 PM

To whom it may concern after six years of service to the community I'm resigning effective immediately. Thank you for the opportunity

Dan Hansen



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 2(f)

ORIGINATED BY: Jessica Erdahl, Senior Capital Projects Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Award Contract No. 21-05 On-Call Construction Management and Inspection Services
LONG TERM RECOVERY PLAN: Yes, Tiers 1-3, Numerous

COUNCIL ACTION REQUESTED:

1. Consider concurring with staff's recommendation of Psomas to perform on-call construction management and inspection services on a variety of federally, state and locally funded efforts, contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals, and
2. Approving the attached Master Professional Services Agreement and authorize the Town Manager to execute an agreement relating to on-call construction management and inspection services; and,
3. Adopting Resolution No. 21-___, 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 2021-005 On-Call Construction Management and Inspection Services up to the maximum contract aggregate amount of eleven million five hundred thousand dollars (\$11.5M) to expedite and facilitate Camp Fire recovery efforts. (ROLL CALL VOTE)

Background:

The Town is currently operating a \$133,000,000 Capital Improvement and Disaster Relief Program. In order to delivery these projects and continue restoration and rebuild efforts towards the development of a strong and vibrant community, procurement of professional consultants is necessary.

On March 26, 2021, staff issued a formal Request for Qualifications (RFQ 2021-005) utilizing formal consultant selection procedures per the Caltrans Local Assistance Procedures Manual for Federal-Aid projects. The RFQ stated the scope of work for the on-call construction management and inspection services needed and listed a not-to-exceed amount of \$11,500,000. The contract term would be for three years, with potential for two one-year extensions by the Town. Due to staffing levels and project workloads, these services cannot be performed by in-house Town staff. Tasks assigned amongst these projects could vary and/or include a combination of construction management, staff augmentation, and on-site construction inspection services.

Analysis:

By April 26, 2021 at 2:00 PM, Town staff had received eight (7) responses to the RFQ. The proposers are listed below:

1. Tega Engineering Services
2. TRC
3. EPC Consultants, Inc.
4. Safeworks CM
5. Dabri, Inc.
6. Psomas
7. NV5

A three-member evaluation committee was formed to evaluate the proposals, including the following members:

Marc Mattox, Town of Paradise, Town Engineer
 Jessica Erdahl, Senior Capital Projects Manager
 Brian Solecki, Senior Project Manager

The Committee received and ranked the proposals according to the criteria provided in the RFQ and shown in Table 1, below.

Table 1: Evaluation Criteria Table

No.	Evaluation Criteria	Total Possible
1	Completeness of Response	10
2	Experience and Qualifications	40
3	Ability to Meet Project Timelines	20
4	Project Methodology & Approach	15
5	Familiarity & Experience with Local, State and Federal Procedures	15
SOQ Subtotal		100
Interview		25
TOTAL		125

Committee review of the proposals was performed independently. Evaluation scoring & ranking are shown in Table 2.

Table 2: Scores and Ranking

Consultant Name	Raw Score Total	Final Ranking
Tepa Engineering	224	7
TRC	339	2
EPC Consultants, Inc.	252	6
SafeworksCM	267	4
Dabri, Inc.	261	5
Psomas	359	1
NV5	318	3

The evaluation committee unanimously selected the top ranked firm - Psomas – to proceed with the next phase of the procurement process. Per Federal-Aid procedures, the top ranked consultant cost proposal was reviewed to begin negotiations and proceed with the Caltrans Independent Office of Audits and Investigation (IOAI) review of financial documents.

Staff recommends Council consider awarding a master contract, Attachment A, to Psomas to perform on-call construction management and inspection services for a variety of local, state, and federally-funded projects. Award of the contract will be contingent upon Caltrans Office of Audits and Investigation acceptance of financial document submittals.

Financial Impact:

The master professional services agreements and associated task orders will include a combination of federal, state and local funds estimated not-to-exceed in aggregate \$11,500,000.

Attachments: Master Professional Services Agreement - Draft

**TOWN OF PARADISE
RESOLUTION NO. 21-__**

**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 2021-005 ON-CALL CONSTRUCTION
MANAGEMENT AND INSPECTION SERVICES UP TO THE MAXIMUM
CONTRACT AGGREGATE AMOUNT OF ELEVEN MILLION FIVE HUNDRED
THOUSAND DOLLARS TO EXPEDITE AND FACILITATE CAMP FIRE
RECOVERY EFFORTS.**

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 Town of Paradise 2021/2022 Disaster Recovery and Capital Improvement Plan identifies over \$133 million in projects spanning multiple project phases, timelines, and funding sources;

WHEREAS, in an effort to streamline and expedite delivery of recovery projects, Town staff issued a Request for Qualifications 2021-005 On-Call Construction Management and Inspection Services (RFQ 2021-005);

WHEREAS, RFQ 2021-005 was designed for a base term of three-years with the possibility of two one-year extensions at the sole discretion of the Town Manager for a maximum term of five-years;

WHEREAS, RFQ 2021-005 was designed for a not-to-exceed aggregate contract amount of \$11,500,000 to be issued as individual task orders;

WHEREAS, RFQ 2021-005 was prepared and reviewed under the most stringent of procurement standards, meeting Paradise Municipal Code, State and Federal requirements, including criteria set forth by California Department of Transportation, Federal Highways Administration, Federal Emergency Management Agency, and others;

WHEREAS, RFQ 2021-005 was advertised on March 26, 2021 for work relating to the Town's current and future Disaster Recovery and Capital Improvement Plan, with major scope of work categories listed below:

- Construction Management Work
- On-site Construction Inspection

WHEREAS, seven proposals were received by April 26, 2021, and following subsequent evaluation and interview, the following construction management and inspection firm was recommended for the Master Agreement:

- PSOMAS

WHEREAS, by designating the Town Manager authority to execute all task orders associated with RFQ 2021-005, full benefits of this robust procurement process will be realized by expediting the award process.

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 construction management and inspection firm and to execute individual task orders under the master agreements for RFQ 2021-005 On-Call Construction Management and Inspection Services no to exceed the maximum contract aggregate amount of eleven million five hundred thousand dollars (\$11.5m) to expedite and facilitate the Town's Camp Fire recovery efforts.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 10th day of August, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

Dina Volenski, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

PSOMAS

Consultant

On-Call Construction Management and Inspection Services

Project Title

Varies

Budget Account Number

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the “CONSULTANT” is as follows:

PSOMAS

Incorporated in the State of CALIFORNIA

The Project Manager for the “CONSULTANT” will be *BRIAN FRAGIAO*

The name of the “LOCAL AGENCY” is as follows:

TOWN OF PARADISE

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Public Works Director/Town Engineer

- A. CONSULTANT shall comply with the provisions of this agreement and additional federal provisions in Exhibit D and E to this agreement. In the event of a conflict between any provisions of Exhibit D and/or E, the more stringent provisions shall control and prevail.
- B. Consultant shall perform the work under this AGREEMENT described in Article III Statement of Work and the approved CONSULTANT’s Cost Proposal. The approved CONSULTANT’s Cost Proposal is attached hereto (Exhibit B “ Compensation”) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure by CONSULTANT to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT by of

CONSULTANT, except such loss or damage which was caused by the active negligence, or willful misconduct of LOCAL AGENCY, as determined by a court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of Town.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against the Town based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from Town under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT’S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report shall be sufficiently detailed for LOCAL AGENCY’S Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT’S Project Manager shall meet with LOCAL AGENCY’S Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT shall perform On-Call Construction Management and Inspection services, described in Exhibit A entitled “SCOPE OF SERVICES.”

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on _____, 2021, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’S Contract Administrator. The AGREEMENT shall end on _____, 2024, unless extended by AGREEMENT amendment or terminated under Article VI of this AGREEMENT. The contract may be extended for two (2) one-year extensions to be considered and noticed within 30 days of the prior contract period expiring.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by Town Council of the LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by a mutually-approved written amendment prior to the expiration of the agreement to cover the time needed to complete the task order in progress only. The maximum term of this agreement shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. Use [Exhibit 10-H2: Cost Proposal Format](#)).

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT’S approved Cost Proposal, described in Exhibit B entitled “COMPENSATION”. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period

set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt and approval by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt and approval by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox, Public Works Director/Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed **\$11,500,000**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt

requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by Town by virtue of any breach of this AGREEMENT by CONSULTANT, and Town may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due Town from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the

AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not resolved by the parties, shall be reviewed by LOCAL AGENCY'S Town Treasurer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Town Treasurer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a

timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible

to the LOCAL AGENCY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt and approval of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of subconsultants shall be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt and approval of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his, her or its attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined in the LOCAL AGENCY's sole discretion, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant shall be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide to the LOCAL AGENCY an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior written authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations shall be submitted with the request, or the absence of proposal shall be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and

CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR shall be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT and subconsultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, Town and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Invoice payment shall not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. Any contract executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain a declaration signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him, her, or it shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are

advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his, her, or its knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of any protected classification under California Law, including but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT’s signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT’s responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is **14%** Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) , or in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Consultant from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT shall make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of

the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance evidencing the following types of insurances as required by Federal and California regulations as set forth in Exhibit C.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’s Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’s Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45)

days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and the **Town Manager**, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Town Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee or Town Council shall excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of Town, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, Town shall be entitled to, and CONSULTANT shall deliver to Town,

reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to Town which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by Town.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Town without restriction or limitation upon its use or dissemination by Town.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by Town for another project or project location shall be at Town's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY’s operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY’s actions on the same, except to LOCAL AGENCY’s staff, CONSULTANT’s own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY’S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of Town or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, Town has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, Town’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT’s failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt and approval by LOCAL AGENCY of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt and approval. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: PSOMAS
 Brian Fragiao, Project Manager
 1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678

LOCAL AGENCY: Town of Paradise
 Marc Mattox, Contract Administrator
 5555 Skyway
 Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

**TOWN OF PARADISE
A Municipal Corporation**

PSOMAS, Consultant

By: _____
Kevin Phillips, Town Manager

By: _____
Name:
Title:
Address:

APPROVED AS TO FORM:

ATTEST:

By: _____
Name, Town Attorney

By: _____
Dina Volenski, Town Clerk

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A SCOPE OF SERVICES

PSOMAS

Consultant

On-Call Construction Management and Inspection Services

Project Title

Varies

Budget Account Number

Scope of Work Description:

Upon request by the Town and under Town direction, the Consultant shall provide On-call Construction Management and Inspection services for a variety of local, state, and federally-funded projects in accordance with applicable local, state and federal regulations. Typical projects requiring Construction Management and Inspection services may include new construction, or maintenance and improvements of existing public infrastructure, including but not limited to: roadways, bridges, bikeways, parks, and storm water facilities. As Capital Improvement Program (CIP) or private development review projects become available for assignment, project specific “task orders” will be issued.

INSERT CONSULTANT SCOPE OF SERVICE

EXHIBIT A

SCOPE OF SERVICES

To be consistent and to cover all duties requested by the Town of Paradise, we have included all the RFP outlined items below. We understand that services may include other related professional and administrative tasks to assist the Town depending on the scope of the proposed project. Overall construction management duties for various Capital Improvement Projects will include but not limited to:

- ▶ Provide overall Project coordination and Project Team management
- ▶ Monitor Project Team performance relative to contractual obligations
- ▶ Provide regular Project Budgeting, scheduling, cost accounting and reporting
- ▶ Prepare monthly reports addressing project progress and issues
- ▶ Propose, develop and implement Project quality assurance plan
- ▶ Schedule and conduct progress meetings and issue minutes and action lists as required
- ▶ Maintain project files and records, including a Project directory with names, addresses, phone and fax numbers and responsibilities of all individuals and organizations associated with the Project
- ▶ Prepare, review and process monthly contractor pay requests
- ▶ Provide advice and assistance in resolving claims and disputes
- ▶ Recommend and monitor appropriate levels of budget contingency required during all phases of the project
- ▶ Monitor, guide and advise the Town as to compliance with the requirements of state and federal funding agencies. Prepare paperwork for compliance as required
- ▶ Organize and direct a preconstruction meeting with the Contractor, Design Engineer and other consultants and the Town as appropriate
- ▶ In collaboration with the Contractor, develop a construction schedule outlining start and finish dates for procurement and construction activities. Establish major milestones for each segment of the work. Update the Master Schedule as appropriate to incorporate such activities and dates
- ▶ Establish/confirm the schedule for the purchase, fabrication, inspection, delivery and installation of materials, furnishings, fixtures and Equipment
- ▶ Review the capabilities of proposed subcontractors and evaluate their suitability. Evaluate proposed procedures and equipment prior to use
- ▶ Observe Work in progress for conformance with plans and specifications and report defects and deficiencies. Coordinate the work of separate contractors engaged by Town
- ▶ Coordinate quality assurance testing with other Town consultants, review their reports and make recommendations regarding their findings
- ▶ Maintain a complete and current record of Project contracts, drawings and specifications, progress photos, testing and inspection reports, etc. Maintain a file of all Project correspondence, directives and meeting minutes
- ▶ Maintain or cause to be maintained daily job site reports recording weather, numbers of workmen, equipment in use, general activities completed and special occurrences (e.g. accidents, injuries, etc.)
- ▶ Monitor delivery and review of shop drawings and submittals and expedite approvals of same. Maintain (or cause to be maintained) submittal/approval logs and sets of all such documents and samples
- ▶ Monitor and coordinate design team site visits and responses to Contractor requests for information. Monitor Contractor performance as to cost, quality and schedule
- ▶ Attend regular job site meetings with all Town and Contractor representatives and Town consultants as appropriate; discuss job progress, track and record key actions and decisions and prepare and/or review meeting minutes as required
- ▶ Visit off-site fabrication facilities as required (out-of-pocket cost of such trips is a reimbursable expense)

- ▶ Prepare monthly reports addressing project progress and any quality, cost and schedule issues
- ▶ Identify and attempt to resolve construction issues/disputes as they arise and prior to engagement of legal counsel to handle the matter
- ▶ Support the Town in the defense and resolution of any claims related to the Project. Assemble and analyze data as required for such defense
- ▶ Assist in the processing of any claims, payments and rebates related to Town's insurance
- ▶ Develop and implement a procedure for the review and processing of Contractor payment requests. Review Contractor's schedule of values for use in processing payments
- ▶ Perform federal, state, and local labor compliance services

Construction inspection duties are summarized below:

- ▶ Represent the Town in dealing with the contractor
- ▶ Maintain project documentation including but not limited to project quantities, progress payments, change orders, submittals, and requests for information
- ▶ Coordinate with Town selected materials testing provider
- ▶ Coordinate with the utility companies
- ▶ Provide video and photographic documentation of project progress
- ▶ Review construction schedule including baseline schedule and all updates; verify that schedules are in accordance with the contract documents
- ▶ Verify quality and content of work produced complies with contract documents
- ▶ Identify non-compliant work for correction
- ▶ Ensure that work progresses in compliance with safety regulations and requirements
- ▶ Ensure that work progresses in conformance with permit conditions
- ▶ Ensure that project documentation is accurate and current per Town, Caltrans, and FHWA requirements for a federally funded project

- ▶ Understand assigned project plans and specifications and permit requirements
- ▶ Verify quantities for payment
- ▶ Review and recommend progress payments
- ▶ Review Contractor's submitted Traffic Control Plan and Detour Plan for compliance with the contract documents and for completeness and adequacy to accommodate traffic during each planned stage of construction
- ▶ Ensure that the Contractor is adhering to the approved Traffic Control Plan and Detour Plan during construction
- ▶ Review pertinent approved submittals/shop drawings, requests for information and materials releases
- ▶ Review staking notes/field layout prior to work beginning
- ▶ Review requests for change orders and make recommendations to the Town
- ▶ Document time and materials in connection with change orders
- ▶ Review and understand any revised plans
- ▶ Keep a daily construction log and notes in conformance with industry standards
- ▶ Ensure that notation is made of any deviations from the plans and specifications for use developing the as-built plans. At the end of constructions provide a set of marked-up as-built plan for each project
- ▶ Know and understand the requirements imposed by virtue of the federal funding; understand the requirements in the Caltrans Local Assistance Procedure Manual and FHWA requirements
- ▶ Prepare all documentation required for federally funded projects and assist the Town staff during any audit performed by state or federal agencies
- ▶ Provide positive public relations in dealing with the community and residents
- ▶ Ensure a safe work site for the public
- ▶ Prepare documentation needed for project closeout
- ▶ Obtain required closeout documents from Contractor

The following represents a typical Psomas work plan approach for Capital Improvement Projects. The plan process is divided into pre-, construction and post-activities. This plan can be expanded or contracted based on an individual project's needs.

Task 1 Pre-Construction (1-2 weeks)	Task 2 Construction (Duration of project)	Task 3 Post-Construction (1-2 weeks)
Providing preliminary project construction management and inspection support services.	Providing full construction management, administrative oversight, quality assurance of material testing and inspection and quality control support during construction. These tasks will all be under the direction and supervision of our RE or Town's PM.	Providing project closeout duties and other final support services as required by the Town, contract documents, and all third-party agencies.
1.1 Constructability review (if requested) 1.2 Bid Package Management (if requested) 1.3 Develop Public Information Plan (if requested) 1.4 Review project documents 1.5 Meet with Town Project Manager/Designer 1.6 Pre-construction conference 1.7 Document existing conditions	2.1 Project correspondence 2.2 Monthly invoicing/tracking 2.3 Weekly project meetings 2.4 Schedule management 2.5 Payment recommendations 2.6 Change order management 2.7 Requests for information 2.8 Submittal management 2.9 Permit compliance 2.10 Construction observation 2.11 Traffic control 2.12 Health and safety awareness 2.13 Material sampling and testing 2.14 Labor compliance	3.1 Punch lists 3.2 Final inspection 3.3 Project closeout

Task 1 - Pre-Construction Phase

1.1 Constructability Review

If requested, our Resident Engineers can provide the Contractor's approach to the plans and specifications. Reviewing ahead of time often finds "holes" in the project documents that Contractors often try to exploit and is an expert at building schedules to estimate the appropriate number of working days for a project.

1.2 Bid Package Management

If requested by the Town, our Project Manager, Resident Engineer, Office Engineer, and Inspection team can assist the Town with Bid Package management. Assistance might include assembling the bid package, advertising the bid package, reviewing proposals, or reviewing bid package information for completeness in accordance with federal guidelines.

1.3 Develop Public Information Plan

Due to the sensitive nature of the surrounding public to some of the project work plan in the upcoming On-Call, the Town may desire to put together a public information plan. Psomas can develop and implement a public information plan that could be as simple as a door-knocking effort or as extensive as the use of social media or direct mailers.

1.4 Review Project Documents, (Plans, Specifications, Permits, Agreements, Easements, and Environmental Documents)

Our project staff will review the contract documents including permits, agreements, and easements.

This information will be discussed with our subconsultants to make sure everyone understands the requirements, roles, responsibilities, goals, and objectives of the project.

1.5 Meeting with Town's Project Manager and Designer

Our Resident Engineer or Project Manager can arrange a meeting between the Town's Project Manager and the project Design Engineer to review key aspects of the plans, specific areas of concern, develop problem-resolution paths, establish open and cooperative lines

of communication, and review contract administration procedures.

1.6 Pre-Construction Conference

Psomas can facilitate a pre-construction conference with the Contractor prior to the start of construction activities on the project. At the meeting, we review the project plans and specification requirements, highlighting areas such as project communication lines, safety issues, labor compliance, utilities, material testing, scheduling of regular progress meetings (if needed), progress payments, and other salient features of this contract.

1.7 Documentation of Pre-Construction Conditions

Our Construction Inspectors will document pre-construction conditions using photographs and written notes. Key emphasis will be put on utilities, drainage facilities, access and temporary detour routes, and existing pavement surfaces that may be used by the Contractor and any areas that could potentially be disturbed by the Contractor. Any damage attributable to the Contractor's actions will be documented and tracked until the Contractor repairs the damage to pre-project conditions or to the requirements of the contract plans and specifications.

Task 2 - Construction Phase

2.1 Project Coordination and Correspondence

Upon start of construction activities, our Resident Engineer will implement agreed upon construction management procedures, policies and practices.

He or she will serve as the point of contact with the Contractor and act as the liaison between the Town, utilities and all other parties involved in the contract. Contract administration duties will involve correspondence, project documentation records, and weekly progress and coordination meetings. All project records will be in conformance with the Caltrans Construction Management filing system, and all forms shall be in conformance with the Caltrans Local Assistance Procedures Manuel, Chapter 16.

2.2 Monthly Invoicing and Budget Tracking Summaries

Psomas' invoicing procedures are specifically focused on providing our clients the information they need to adequately account for our services and also pass those costs on to others, if necessary. Prior to

submitting each month's official invoice, we e-mail a budget analysis to the Town's Project Manager showing assigned staff, their hours, cumulative hours and costs. We also provide a forward-looking "burn rate" which enables us to forecast the future budget the best we can. As the prime consultant for Caltrans District 3, we are experts at managing large on-call contracts and the invoicing process of subconsultants.

2.3 Weekly Project Meetings

Our Resident Engineer can conduct weekly progress meetings with the Contractor, the Town's Project Manager, and other interested project participants as invited. Office Engineers will prepare all meeting agendas that will cover areas such as the progress of the work, outstanding project issues, submittal status, RFIs, potential claims, changes, utility issues, traffic handling status, project safety, and public relations issues. Meeting minutes will be developed and distributed to all parties on an on-going basis.

At the progress meetings, the Contractor will be requested to submit and inform all meeting participants of their planned activities as well as their resources and efforts that will be dedicated to the project in the coming week. The schedule shall be updated by the Contractor and will be utilized throughout the course of the project to confirm short-term activities, key notifications to project stakeholders, status of submittals in regards to the planned activities, and to schedule required material testing and monitoring services (if required).

Resident Engineer/Town Project Manager Communication

The Resident Engineer shall be the primary point of contact with the Town. The Resident Engineer shall contact the Town's Project Manager for the following:

- ▶ Provide regular updates
- ▶ Planning meetings
- ▶ Discuss actions recommended by the Resident Engineer
- ▶ Reporting any non-compliant work
- ▶ Report any concerns and complaints from the public, businesses, outside agencies or other effected.
- ▶ Notify of any potential contractor claims

2.4 Schedule Management

Our Resident Engineer can take an active role in reviewing and monitoring the Contractor's actual

progress in relation to their submitted project schedule. He or she can review any time impacts to the schedule from outside agencies, weather, contract change orders, work delays or accelerations based on actual operations.

All increases in contract time from owner-related causes will be evaluated and discussed prior to placement into the on-going schedule. The Contractor will be advised of any schedule slippage, as key milestone dates must be met for the project to be successful.

2.5 Payment Recommendations

Monthly progress pay estimates can be generated based upon an accepted schedule of values submitted by the Contractor and the contract bid items as presented in the contract specifications and shall adhere to the requirements of and be prepared in a format approved by the Town. The progress payment will be detailed to provide itemized cost breakdowns, Contract Change Order details, deductions, withholdings, retentions and updated past and current invoicing.

2.6 Change Orders, Revisions, and Claims Management

Our Resident Engineer will develop a Potential Change Order (PCO) tracking system whereby issues are given a PCO number and then reviewed in detail with the Town's Project Manager, responsible Design Engineer, and Town's Representative if the change order affects the Town. Our Resident Engineer will prepare a recommendation to accompany each PCO presented to the Town. If the change order affects outside agencies, any necessary concurrence will be discussed and approved prior to implementing any CCO work. Corresponding cost analysis, time and schedule impacts, necessary drawings for corrections or changes, field reports, correspondence and supporting calculations will be placed in the project files with each approved change order or potential claim issue. Psomas will keep track of contingency money and will notify the Town when 80% of the contingency monies have been used. If using federal funds a Request of Authorization for additional construction funds can be prepared if change orders will exceed the authorized amount. This will be done prior to the approval to the change order.

2.7 Requests for Information (RFI)

RFIs, Contractor-requested clarifications, interpretations of the contract plans and specifications requiring technical responses received from the Contractor will be logged and then reviewed and

responded to in a timely manner by the Resident Engineer or Construction Inspector. In some cases, the RFIs may need to be forwarded to the Design Engineer via transmittal for response. All related transmittals/ responses will be logged and reviewed at each weekly meeting with copies forwarded to the Town's Project Manager.

2.8 Submittal Management

Psomas will log submittals received from the Contractor and review and respond in a timely manner. Our Resident Engineer will develop a submittal distribution list to identify parties responsible for review and acceptance. In cases where Town Departments, or the Design Engineer must review the submittal, we will briefly review the submittal for completeness before forwarding the information to the appropriate individual for review. Upon receipt of the reviewed submittal, Psomas will return the submittal with an approval, denial, or direction to the Contractor. A complete tracking log of each submittal's status (i.e. approved, approved as noted, etc.) will be maintained in the project records by Psomas.

2.9 Permit Compliance

If required, upon award of the contract, our Resident Engineer will coordinate with the subconsultant biological mitigation and monitoring firm to verify that permittees are contracted and proper notifications are submitted. Throughout the project, Psomas or our subconsultant partner from Argonaut Ecological will verify that coordination is performed with any involved regulatory agencies

2.10 Construction Observation/Inspection Services

Psomas' Construction Inspector can, on a daily basis, check the quality and quantity of the work performed by all trades and to verify provisions of the contract documents are being fulfilled. Psomas will inspect construction methods, materials, techniques, and sequences to evaluate the Contractor's compliance with the construction documents, provide observation of material testing, and will review all construction prior to burial. Our Construction Inspector will continually monitor the Contractor's implementation of their traffic control plans and will verify all required construction access for residents and businesses during the project detour.

Daily Inspection Reports can be prepared and completed each day to document observed

construction activities and will include the number, classification, and hourly summary of Contractor's activity and equipment, the work performed by apprentices, weather, and can include any salient discussions, abnormal occurrences, unforeseen conditions, and observations noted by the field inspector(s) during the course of their inspection duties.

Any substandard work shall be rejected and the contractor will be notified in writing to replace or repair the work to project plans and specification.

Our Construction Inspector will mark up a field redline set of drawings to incorporate Contractor record drawing markups, prepare punchlists, coordinate and conduct the final inspections and acceptance walk-throughs.

Digital photographs will be taken daily to document the progress of the project and will be stored and provided to the Town in digital format at the close of the project along with all other digital data on a flash drive.

2.11 Traffic Control

Psomas will coordinate and review the Contractor's traffic control plans to ensure that adequate consideration is made for traffic safety in street work zones, regarding motorists, pedestrians, and construction workers. The Contractor's planned activities which require traffic control impacting local residents/businesses and motorists will be closely reviewed and evaluated to provide the least possible disruption to traffic flow. Submitted closure requirements and conditions will be reviewed for compliance with lane closure restrictions for holidays and special days as well as with the closure charts.

All traffic control plans will be checked for conformance with the latest MUTCD standards.

2.12 Health and Safety Awareness

Psomas will maintain awareness of health, safety and COVID-19 requirements and will enforce contract provisions for protection of public and project personnel in and around the construction site and detour areas. As always, Psomas cannot be responsible for the construction Contractor's means, methods, or techniques, or for safety measures, precaution or programs at the project site. However, we will stress to the Contractor that the safety of the public, the workers, and all project participants will be monitored at all times.

2.13 Material Sampling and Testing

The Psomas team will manage and coordinate material testing and support services, as required. All test procedures will conform to the Town Department of Public Works Quality Assurance Program (QAP). Psomas will observe all testing and verify that appropriate methods as specified in the contract documents are used and will review all test reports to substantiate contract compliance. The Town's Geotech can prepare a QAP report itemizing the test results for all testing performed for the project.

2.14 Labor Compliance

As part of his field duties, our Construction Inspector can conduct periodic labor compliance interviews using accepted forms issued by the State or Town's Labor Compliance guidelines. Field inspection diaries will note the presence of the Contractor, subcontractors, and apprentices on the project each day. This will allow for payroll verification, adherence to compliance with state prevailing wage and labor laws, apprenticeship requirement verification, and subcontractor/DBE utilization tracking. Our subconsultant partners from CASI can review the weekly submitted Contractor and subcontractor payroll reports and inform the Contractor of any inconsistencies, irregularities or if any payroll submittals are missing.

Task 3 - Post-Construction Phase

3.1 Punch Lists

For all contract item work that approaches completion, our Construction Inspector will generate a punch list of any and all deficiencies and will collect any punch list items generated from project stakeholders (water agencies, Caltrans, etc). If a Contractor requests a punch list before substantial completion of the work, the list shall be labeled 'Preliminary' and the Contractor informed that additional punch list items may follow. After substantial acceptance, Psomas can schedule a walk-through with designated Town and other appropriate project stakeholder representatives and prepare a punch list, which will include all items required to be furnished or corrected before project acceptance.

3.2 Final Inspection

After the Contractor has completed the correction of all deficient items noted in the preliminary punch lists, our Resident Engineer will coordinate and lead a final "job walk" through the project. Once all items are complete, Psomas will submit a letter to the Town stating that to the best of our knowledge and belief, the project has been completed in accordance with the Construction Contract Documents and recommend acceptance.

3.3 Project Closeout

Upon final completion and as requested by the Town, Psomas will submit a complete project binder containing only work categories applicable to this project, numbered per Caltrans filing system within two weeks of the Contractor's last working day.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT B COMPENSATION

PSOMAS

Consultant

On-Call Construction Management and Inspection Services

Project Title

Varies

Budget Account Number

Compensation for services shall be in accordance with the specified rates of compensation, shown below:

Approved ICRs are fixed for the life of the contract.

INSERT CONSULTANT COST PROPOSAL

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT C INSURANCE PROVISIONS

PSOMAS

Consultant

On-Call Construction Management and Inspection Services

Project Title

Varies

Budget Account Number

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

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

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. These limits may be met with a combination of primary and excess insurance.
- 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 Consultant 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.
- 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 Consultant provides written verification he or she has no employees.)*
- 4) Professional Liability (Errors and Omissions):** Insurance appropriate to Consultant’s profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate. Architects’ and engineers’ coverage is to be endorsed to include contractual liability which would exist in the absence of a contract.

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

Such policy shall continue for a period of one year after completion of work by the Consultant.

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 Consultant, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or 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, Consultants 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 Consultants insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail, ten (10) days for nonpayment of premium, has been given to the Town.

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

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

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the Town. The Town may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention 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: Consultant shall furnish Town with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement 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 Consultant's obligation to provide them. The Town reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

H. SUBCONSULTANTS: Consultant shall include all subconsultants as insured under its policies or require all subconsultants to be insured under their own policies. If subconsultants 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4) A copy of the claims reporting requirements must be submitted to the Town for review.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT D ADDITIONAL FEDERAL PROVISIONS

PSOMAS

Consultant

On-Call Construction Management and Inspection Services

Project Title

Varies

Budget Account Number

Expense contracts; Regulatory Compliance Requirements

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

1. 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 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.
- (3) 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.

- (4) 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.
- (5) 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.

2. 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).

2a. Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to Town and understands and agrees that Town will, in tum, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency (FEMA) or Department of Housing and Urban Development (HUD), 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 or HUD.

2b. Federal Water Pollution Control Act

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

3. 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).

4. Suspension and Debarment

The Town does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain

Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

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

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

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

By signing this agreement:

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.

5. 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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

By signing this agreement, the consultant certifies to the best of his or her knowledge and belief, that:

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

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

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

4. 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 section 1352, title 31, U.S. Code. 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.

5. The consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

6. 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 at 40 CFR part 247 unless the product cannot be acquired-

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7. 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.

8. 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.

9. Additional FEMA Requirements

9a. 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.

9b. 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.

9c. 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.

9d. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. Additional HUD Requirements

10a. Remedies:

Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.

10b. Termination for Cause and Convenience:

Non-Discrimination Language from 41 CFR Part 60-1.4(b): Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

10c. Required Dun and Bradstreet DUNS Number

Prior to executing the Agreement, Contractor shall provide Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, state recipients, subrecipients and contractors to provide DUNS numbers for their agency.

10d. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part,

or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section. It is further required that this stipulation be included in all subcontracts to this contract.

10e. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

10f. Compliance with State and Federal Laws and Regulations

The Contractor is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG-DR program.

- (1) The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the contractor, its subcontractors, and any other State provisions as set forth in this Agreement.
- (2) The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG-DR appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

10g. Access to Records and Record Retention

Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three years after receiving final payment from HCD and all other pending matters are closed.

10h. Administrative and National Policy Requirements

Certain Administrative and National Policy Requirements apply to all HUD programs, see the CDBG-DR related Federal Register Notices on HUD's website. Any party involved in the CDBG-DR grant work whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

10i. Use of Funds

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to eligible events in calendar years 2017 and 2018. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

10j. Applicable Statutory and Regulatory Requirements

All recipients of CDBG-DR grants are subject to:

- (1) the requirements of the applicable Appropriations Act; and
- (2) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.

Note that the Office of Management and Budget (OMB) published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.

TOWN OF PARADISE – AGREEMENT FOR PROFESSIONAL SERVICES
EXHIBIT E TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10-O2 DBE Contract Commitment

Insert Here



**TOWN OF PARADISE
COUNCIL AGENDA SUMMARY
DATE: AUGUST 10, 2021**

AGENDA ITEM: 2(g)

ORIGINATED BY: Eric Reinbold, Chief of Police

REVIEWED BY: Kevin Phillips, Town Manager

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

COUNCIL ACTION REQUESTED: Adopt a MOTION TO:

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

BACKGROUND:

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

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

DISCUSSION:

Shortly after the Camp Fire, Town Management sanctioned a study of remaining Town radio equipment and what options the Town had to restore communications. The study

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

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

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

FINANCIAL IMPACT:

Butte County identified the costs of implementing and maintaining the BRICS network and determined a formula to recover their costs for hosting other agencies on the network. The BRICS Primary User Agreement specifically describes these costs and Appendix B summarizes the costs. The term of the agreement is for five (5) years, with the option to renew for an additional five (5) years up to two times, for a total of fifteen (15) years. The total annual cost of the Annual Backbone Maintenance and Operation Fee per subscriber unit is \$554.40 (\$46.20 per month), as defined in Section 6 of the BRICS License Agreement and detailed below.

The Primary User Agreement is designed to allow for the addition of subscriber units as needed over time. The monthly fees for these first subscriber units were included in the Town of Paradise FY2021-22 budget and six (6) of those units are now active on the County network, with the additional nine (9) to be added as soon as programming is completed. As additional units are purchased and added to the network, the fees will be added under the Primary User Agreement as noted in Section 6. F. and "Appendix B."

In addition to the monthly fee, each municipality joining the BRICS Network must pay a one-time Participation Fee of \$1,000 per subscriber unit, up to a maximum of \$100,000, as noted in Section 2. J. The Town expects to add subscriber units to the BRICS Network by paying \$1,000 per subscriber unit as they are brought onto the network, to a maximum of \$100,000 total. The first six (6) units currently being brought onto the network will cost the Town the \$1,000 Participation Fee and up to ten (10) months of the monthly fee of \$46.20 per unit, for up to \$8,772.00 for September 1, 2021, through June 2022. The additional 9 radios will represent an additional \$1,000 per subscriber unit Participation Fee per radio and an additional \$4,158.00 in monthly fees, for a total of \$13,158 for the period of September 1, 2021, through June 2022. This will be a total first year cost of \$21,930.00 for these 15 radios. Funding is in place in the FY 2021/22 budget to cover these costs.

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

ANNUAL CHARGES		
Primary Users		
Agency Name	Town of Paradise	
Total Anticipated Subscriber Units	102	
Rates at Full Implementation (102 Subscriber Units)		
	Per Unit	Total
Total Monthly Fee	\$46.20	\$4,712.74
One-Time Participation Fee		
Total Fee	\$100,000.00	
Participation Fee per Subscriber Unit	\$1,000.00	
Per Unit Fee (\$100,000 total cap)	\$100,000.00	

**BUTTE REGIONAL
INTEROPERABLE COMMUNICATIONS SYSTEM
LICENSING AGREEMENT**

THIS AGREEMENT is made and entered into on this **1st day of September, 2021**, by and between the **COUNTY OF BUTTE** (hereinafter referred to as "County"), a political subdivision of the State of California and the **TOWN OF PARADISE** (hereinafter referred to as "Town"), located at **5555 Skyway, Paradise, CA 95969**, which are collectively referred to as the "parties."

RECITALS

WHEREAS, the **TOWN OF PARADISE** desires to contract with the County of Butte for a license for use of the Butte Regional Interoperable Communications System (BRICS).

1. PURPOSE

County grants to the TOWN a non-exclusive license to use the Butte Regional Interoperable Communications System (BRICS) and all components thereof.

2. DEFINITIONS

- A. AGREEMENT is defined as this Butte Regional Interoperable Communications System (BRICS) Licensing Agreement.
- B. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE is defined as the annual fee necessary to recover the direct costs incurred by the County for maintenance and operation of the Backbone pursuant to Article 6.
- C. ANNUAL USER PLAN is defined as an annual radio communications plan prepared by each Participant reflecting current and anticipated subscriber counts. The plan shall be submitted to the BMG on January 1st each year.
- D. BACKBONE is defined as:
 - 1) All trunk repeater site equipment, including transmitters, receivers, and supporting electronic equipment; buildings, towers, and power sources.
 - 2) All electronic or other equipment or leased services used to interconnect the trunk repeater sites.

- 3) All electronic or other equipment or leased services used to connect dispatch centers to the trunk repeater sites.
 - 4) The electronic equipment in the various dispatch centers that appears on the Backbone side of the Demark Point and is used to translate the signals to a suitable audio or digital control signal for use by the dispatch center.
- E. BMG is defined as the BRICS Management Group, which is comprised as set forth in Article 3.
- F. DEMARK POINT is defined as a location, a point or a set of points in the same general area, where signals are transferred from the Backbone to End User Equipment.
- G. END USER EQUIPMENT is defined as all equipment purchased by and under the control of the Participants.
- H. FCC is defined as the Federal Communications Commission of the United States.
- I. PARTICIPANTS shall be defined as any public agency or municipality, which enters into an agreement similar to this Agreement with the County of Butte and is issued a license to use the Backbone by the County of Butte. The current Participants are listed in Appendix A.
- J. PARTICIPATION FEE is defined as an amount to be paid to the County by Participant upon inception of the License Agreement and issuance of a license to use the Backbone. This one-time fee shall be one thousand dollars (\$1,000) per Participant radio up to a maximum of one hundred thousand dollars (\$100,000). This fee may be waived or reduced by the BMG upon recommendation of the System Manager. This fee will be retained by County as an Operating Reserve for unforeseen future costs to operate BRICS.
- K. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services, and emergency operations.
- L. RADIO is defined as any mobile, portable, control station, or base station radio. Although Radios purchased and used solely as maintenance spares are considered Radios under this definition, such spare Radios shall not be included in the calculation of fees (other than purchase and installation costs of the Radios, if applicable), voting rights, or other apportionment under this Agreement.
- M. SCHEDULE is defined as the listing of the total number of Radios to be subscribed by Participant as approved by the BMG and attached hereto as Appendix B.
- N. SECONDARY SYSTEM USER is defined as an agency which has received approval from the BMG to access the System on a separate revocable contract through one of the System Participants. Secondary System Users have the distinction that they do not require talk groups nor intend to use BRICS as part of their daily operations.
- O. SECONDARY USER FEE is defined as an amount paid to the County by Secondary System User upon inception of the License Agreement and issuance of a license to use the BACKBONE. This one-time fee shall be twenty-five dollars (\$25) per Secondary User radio. This fee will be retained by County for additional radio license fees.

- P. SYSTEM is defined as the Butte Regional Interoperable Communications System. This System is intended to provide reliable radio coverage from all Radios at all outdoor locations and designated indoor locations, both as designed by the vendor.
- Q. SYSTEM MANAGER is defined as the Director of Information Systems.
- R. TAC is defined as the Technical Advisory Committee, which is comprised as set forth in Article 4.
- S. VENDOR is defined as the company selected by County to design and supply the System.

3. LICENSE TERM

This Agreement is effective as of the day and year first here-in-above appearing and shall continue thereafter from year to year until five years after. After the initial agreement the license may be renewed for up to fifteen years by written amendment agreed to by both parties.

Commented [KJ1]: Changed the length of the initial agreement to 5 years, with maximum renewal length of 15 years.

4. BMG AND TAC – CREATION, ORGANIZATION, AND AUTHORITY

A. BMG

1) The voting membership of the BMG shall be as follows:

- (1) One member appointed by each Participant (optional);
- (2) One member appointed by the Butte County Sheriff.

Commented [KJ2]: Participation in BMG is optional

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

2) The BMG shall meet on a periodic basis and when requested by the System Manager or a voting BMG member, but such frequency shall not be less than semi-annually, at a time and place designated by the Secretary, who shall provide written notice thereof to the members and alternates at least 72 hours in advance of the meeting. Such notice shall include a proposed agenda. Sufficient voting members to carry a majority of the voting power of the BMG shall constitute a quorum thereof. Unless otherwise specified in the Agreement, a majority of the voting power of the full BMG shall be required to act. Each voting member of the BMG shall have one vote for each Radio which is part of the System and is owned or controlled by his or her agency.

3) The BMG shall have the authority to:

- (1) Elect officers and conduct meetings;
- (2) Advise the System Manager as to all matters relative to the construction, expansion, operation, and management of the System;
- (3) Approve new Participants and Secondary System Users of the System. If a new user is a Participant, the BMG shall determine the appropriate fee structure for the Backbone pursuant to Article 6. If the new user is a Secondary System User, the BMG shall determine the appropriate one-time fee structure in lieu of the standard Backbone fee;
- (4) Review and approve, disapprove or return for modification, Annual User Plans;
- (5) Determine the capacity and remaining useful life of the Backbone and whether a major capital investment(s) is required to continue operation with the advice of the TAC or an independent consultant.
- (6) Approve expenditure of reserve funds for essential modifications by a two-thirds vote of the total voting power of the BMG;
- (7) Establish procedures for, consider and, to the extent possible, resolve all disputes between the parties or any of the Participants;
- (8) To perform such other duties and carry out such other powers as are set forth throughout this Agreement.

B. TAC

1) The membership of the TAC shall be as follows:

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

- (4) During the period of System Construction, the TAC members shall assist the System project manager to ensure the System's construction meets the requirements of the purchase and construction contracts.

5. BACKBONE

A. DESIGN

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

B. OWNERSHIP

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

C. MAINTENANCE AND OPERATION

County shall be solely responsible for maintenance and operation of the Backbone, including the costs for any repairs and replacements, and subject to recovery of costs therefore pursuant to Article 6 hereof. County shall devote as much staff time as necessary for Backbone operations to minimize any downtime or disruptions to radio communications by Participants.

6. ANNUAL BACKBONE MAINTENANCE AND OPERATION FEE

The Town shall pay County an annual fee for Maintenance and Operation of the Backbone as agreed pursuant to Attachment B. The annual fee shall be calculated as follows:

- A. $G \times (C/D) = \text{Annual Backbone Maintenance and Operation Fee}$
- B. Where C = Total number of Radios owned and operated by the Town as of January 1st of each.
- C. D = the total number of Radios owned and operated by all Participants as of January 1st of each year.
- D. G = Total annual County Maintenance and Operation Costs defined as:
- 1) Partial funding of County personnel permanently assigned to work on or administer the Backbone. The initial rate will be set at \$76,500/year. This rate will be monitored and periodically adjusted by County Administration as needed to minimize the variance between applied and actual cost.
 - 2) Costs of additional labor, materials and supplies furnished or purchased for performance of maintenance of the Backbone, including the costs for any repairs, equipment upgrades or replacements.

- 3) Comprehensive General Liability and Casualty insurance costs, including reserves for deductibles, for the Backbone.
 - 4) Software Upgrade Agreement (SUA) purchased through Motorola Solutions.
 - 5) A reserve for essential modifications for the Backbone. The reserve shall be financed by a surcharge upon the Annual Backbone Maintenance and Operation Fee. The surcharge shall be \$15.00 per Radio operating within the system.
 - 6) The Capitalized Start Up Costs.
 - 7) Such other direct administrative, financial, and operating costs and charges as are commonly and prudently included in maintenance and operation costs by standard accounting procedures.
- E. County shall send the Town an invoice for the amount of the Annual Backbone Maintenance and Operation Fee by February 1st of each year. This fee shall be due and payable not later than May 1st of each year.
- F. If the Town purchases and operates at least ten percent (10%) more Radios during the calendar year than the total number of Radios owned and operated by the Town as of January 1st, County shall send the Town a supplemental invoice by license amendment, which the Town shall pay as part of its Fee.

7. PURCHASE OF END USER EQUIPMENT

The Town is responsible to purchase End User Equipment compatible with the P25 system.

8. PURCHASE AND USE OF SECONDARY SYSTEM USER EQUIPMENT

The Town must purchase End User Equipment for Secondary System Users directly.

9. OPERATION OF RADIOS

County shall assign an identification number for each Radio purchased pursuant to and during the term of this Agreement. No Radio or other device may be placed in use within the System without first being approved as to compatibility by the BMG or the System Manager.

10. SYSTEM OPERATIONS

County and the Town agree that policy or management decisions regarding the design of the Backbone and the level of operation and maintenance of the System shall be under jurisdiction of the Director of Information Systems. The director of Information Systems shall be responsible for administration of this Agreement and the System. The BMG shall advise the Director of Information Systems in accordance with Article 4. In the event the Director or Information Systems reports to County's Board of Supervisors and any recommendation therein is contrary to advice rendered by the BMG, the Director of Information Systems shall state to the Board of Supervisors the position of the BMG. Technical operation decisions shall be subject to the advice of the TAC with the approval of the BMG.

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

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

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

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

Any such contract shall be first approved by the BMG as to availability of capacity and remaining useful life of the Backbone. Any such contract may provide for a lump sum payment of the Buy-In fee or may allow the new Participant to pay such fee with interest over a period of time acceptable to the BMG, but not exceeding the end of the 15-year period of Article 3.

11. FREQUENCY ALLOCATIONS

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

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

12. PUBLIC SAFETY

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

13. TERMINATION OF PARTICIPATION FOR CONVENIENCE

The Town may terminate its participation in use of the Backbone pursuant to this agreement for its convenience at any time upon 120 days advance written notice. In the event that participation is terminated, the Town shall no longer be entitled to access the Backbone or membership on the BMG or TAC, and shall be relieved from payment of the Annual Backbone Maintenance and

Operation Fee for the Backbone until such time as the Town elects to recommence participation by providing 120 days advance written notice of its election. Any such notice of termination or commencement of participation shall be effective as of January 1st next following the expiration of the 120 day notice period.

14. CANCELLATION FOR BREACH

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

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

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

15. REMEDIES OF COUNTY UPON BREACH

- A. In the event of failure of the Town to make any payment required herein when due, County may bring an action for the recovery of such payment and interest thereon. With respect to payments not yet due at the time of breach, County may bring an action or actions from time to time as such payments become due. The exercise of any right provided in this Agreement shall not preclude the County from exercising any other right so provided or at law, remedies provided herein or at law being cumulative and not exclusive.

Commented [KJ3]: Removed old section 15A due to ambiguity.

16. INDEMNIFICATION

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

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

17. RELATIONSHIP BETWEEN THE PARTIES

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

18. ASSIGNMENT – SUCCESSORS AND ASSIGNS

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

19. MAINTENANCE OF RECORDS

County shall maintain for a period of three years all books, records, documents, and other evidence directly pertinent to work under the Agreement in accordance with generally accepted accounting principles and practices. County shall also maintain for a period of three years the financial information and data used by County in the preparation or support of the proposed or actual costs under the Agreement.

20. AUDIT

County agrees to permit the Town, or its duly authorized representatives, to inspect all work, materials, payrolls and other data and records in regards to any proposed or actual costs under this

Agreement at any reasonable time during the term of this Agreement. County shall have the right to inspect and audit at any reasonable time the books, records, and facilities of the Town relating to the System for the purpose of assuring compliance with the terms and conditions of this Agreement.

21. NOTICES

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

To the Town:

Kevin Phillips
Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

To COUNTY:

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

22. GOVERNING LAW

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

23. NONWAIVER

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

24. MODIFICATION

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

25. SEVERABILITY

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

26. AMENDMENTS

This agreement may be modified by presentation of the proposed changes and affirmative majority vote of the BMG. All amendments must be written and signed by both parties.

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

COUNTY OF BUTTE

TOWN OF PARADISE

By: _____

By: _____

BRICS System Manager

Steve Crowder
Mayor, Town of Paradise

By: _____

By: _____

General Services

Kevin Phillips
Town Manager

By: _____

By: _____

County Counsel

Approved as to Form
Scott Huber
Town Attorney

Appendix A

Current Participants

Butte County District Attorney
Butte County Public Health
Butte County Probation
Butte County Sheriff-Coroner

Appendix B

Maximum Licensing Charges

The Town anticipates a maximum of 102 radios will use BRICS. Anticipated charges over the fifteen-year life of the license shall not exceed the following limits:

- Participation fee shall not exceed \$100,000 and shall be charged at a rate of \$1,000 per radio.
- Monthly licensing fees shall not exceed \$4,712.40 and shall be prorated based on the current number of radios using BRICS.

Summary of Charges

Effective September 1, 2021

Pursuant to Section 6.E:

County shall send the Town an invoice for the amount of the Annual Backbone Maintenance and Operation Fee by February 1st of each year. This fee shall be due and payable not later than May 1st of each year.

This shall be considered the first invoice. For billing inquiries please contact the BRICS System Manager.

Initial Payment			
Number of Radios	15		
	Rate/Unit	Annual (Prorated)	Total
Monthly License Fee	\$ 46.20	\$ 184.80	\$ 2,772.00
Participation Fee	\$ 1,000.00		\$ 15,000.00
Grand Total			\$ 17,772.00
Annual Payment (Starting Year 2)			
	Rate/Unit	Annual	Total
Monthly License Fee	\$ 46.20	\$ 554.40	\$ 8,316.00
Grand Total			\$ 8,316.00



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 2(h)

ORIGINATED BY: Ross Gilb, Finance Director/Town Treasurer
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Quarterly Investment Report

COUNCIL ACTION REQUESTED:

Review and file the 4th Quarter Investment Report for the Fiscal Year Ended June 30, 2021.

Background:

Attached is a report on the Town's cash and investments for the quarter ended June 30, 2021.

A US Bank checking account is currently being used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit. Deposits are fully collateralized. With COVID-19 and the impacts to the economy, the credit rate is currently less than 0.01%.

The Town received a \$5 million cash advance from CalOES in December 2018 for projects and restoration that will be funded through FEMA's public assistance grant program. As FEMA eligible expenses and/or projects are completed, funds are transferred to the Town operating checking account to fund those activities. The remaining advance funds are required to be held in a non-interest-bearing account. A US Bank non-interest-bearing checking account was established to track the funds. As of June 30, 2021, the remaining funds yet to be drawn upon was \$1,590,022.

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

In July 2020, the Town received a net settlement from PG&E related to the 2018 Camp Fire in the amount of \$219,187,262. Since that time, the Town continues to utilize two investment vehicles to manage these funds. Securities purchases are held in a custodial account with US Bank. The Town has contracted with Meeder Investments to assist with management of these funds. Excess funds that are not invested in specific securities are held in the State of California managed Local Agency Investment Fund (LAIF). These funds are held separate from the Town's

General Fund LAIF account. Future use of these funds is currently being evaluated through a long-term fiscal sustainability model. Based on current rebuild rates and revenue growth trends, at this time it is expected that at least 80% of the total fund balance will be required to be utilized for long-term revenue backfill to ensure continued fiscal sustainability.

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

Financial Impact:

Total investment earnings for the quarter ended June 30, 2021 was \$256,993. Total investment earnings for the fiscal year ended June 30, 2021 was \$1,223,889.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended June 30, 2021

<u>Investment</u>	<u>Type</u>	<u>Yield</u>	<u>For Quarter Ended June 30, 2021</u>		<u>Interest Earnings</u>
			<u>Book Value</u>	<u>Market Value</u>	
US Bank	Checking	0.00%	1,682,702.12	1,682,702.12	-
US Bank - Cal OES Advance	Checking	0.00%	1,590,022.23	1,590,022.23	-
Local Agency Investment Fund (LAIF) (General Fund)	Savings	0.30%	9,511,204.71	9,511,290.06	* 8,734.55
Local Agency Investment Fund (LAIF) (PG&E Settlement Fund)	Savings	0.30%	79,343,965.44	79,344,677.45	* 70,799.20
US Bank Custodial Investment Account	Various***	0.54%	140,750,066.53	139,531,800.35	** 177,460.03
SISC GASB 45 Trust B	Various	0.00%	269,969.65	269,969.65	-
Fiscal Agents & Petty Cash	Other	0.00%	1,350.00	1,350.00	-
	Totals		<u>233,149,280.68</u>	<u>231,931,811.86</u>	<u>256,993.78</u>
Total Quarterly Earnings on accrual basis			<u>256,993.78</u>		
Year-to-Date Earnings (July 1st - June 30th)			<u>1,223,889.55</u>		

* Market Value determined by LAIF

** Market Value determined by US Bank

*** Detail investment type listing attached

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

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

Respectfully submitted,

/s/

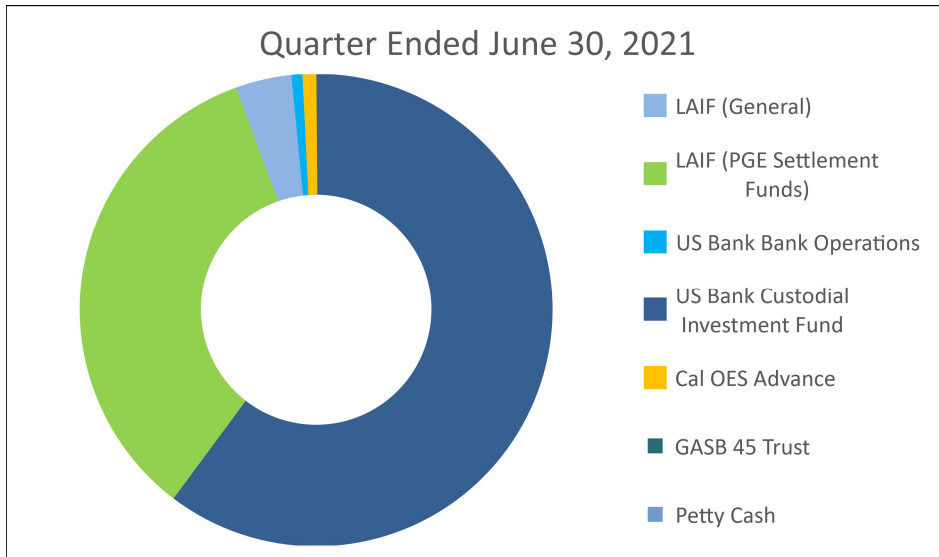
Ross Gilb
 Finance Director/Town Treasurer

TOWN OF PARADISE

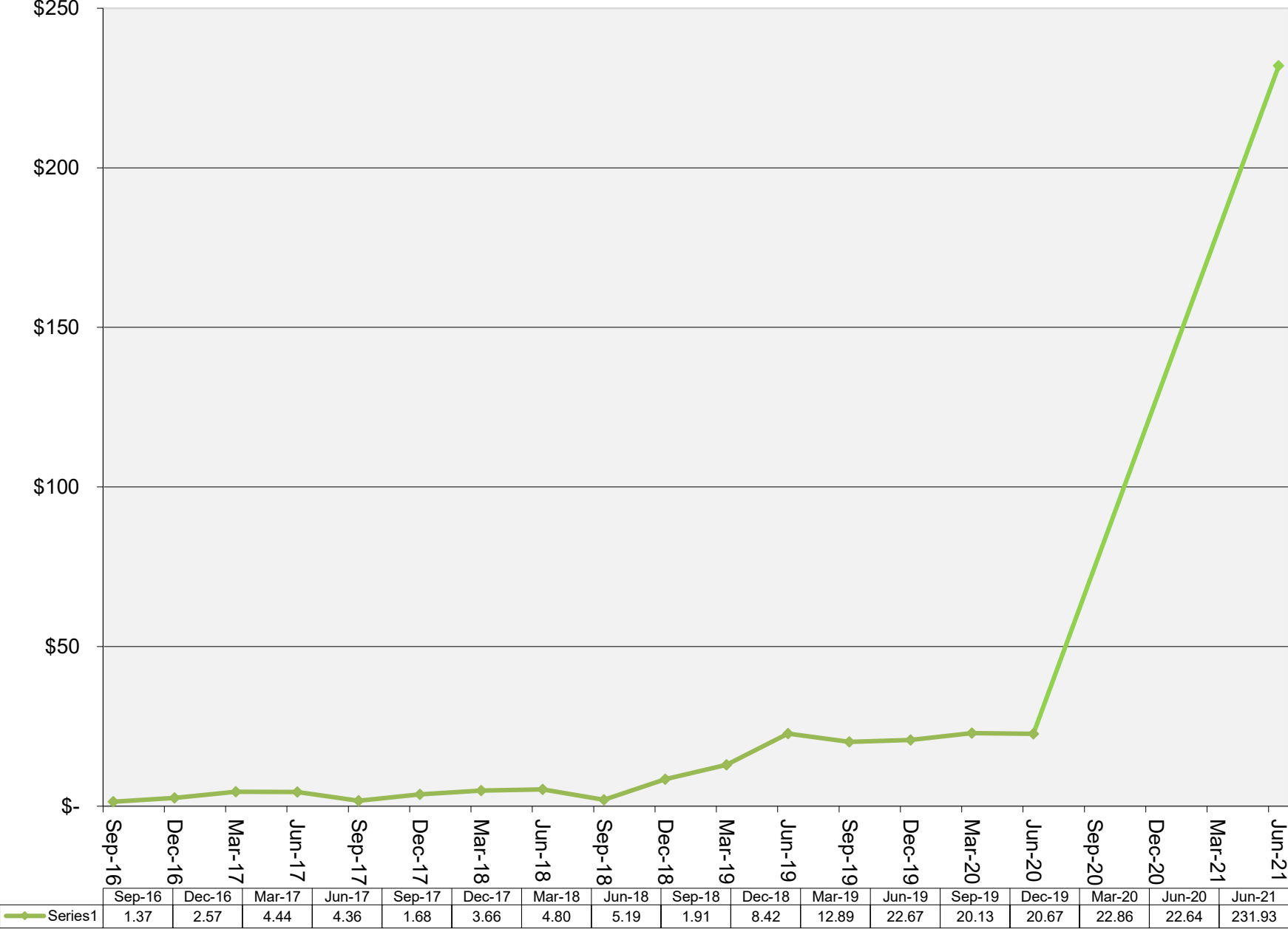
INVESTMENT BALANCES AT A GLANCE

For Quarter Ended June 30, 2021

Investment Type	Total
LAIF (General)	\$ 9,511,290.06
LAIF (PGE Settlement Funds)	79,344,677.45
US Bank Bank Operations	1,682,702.12
US Bank Custodial Investment Fund	139,531,800.35
Cal OES Advance	1,590,022.23
GASB 45 Trust	269,969.65
Petty Cash	1,350.00
Grand Total	\$ 231,931,811.86



TOWN OF PARADISE
Timeline of Investment Balances (in millions)
From Fiscal Year 2016/17 to Fiscal Year 2020/21



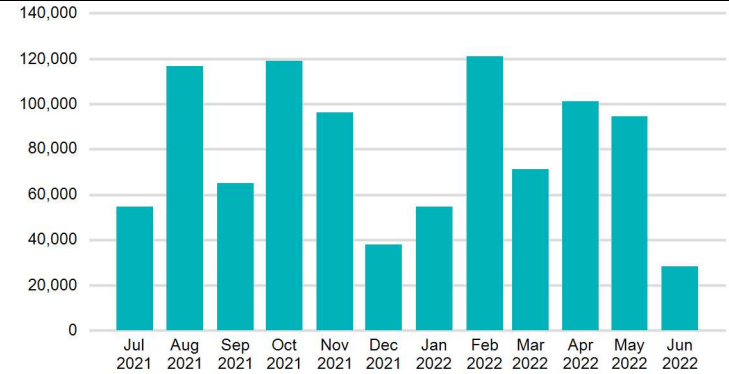
QUARTERLY RECONCILIATION

Beginning Book Value	119,977,659.66
Contributions	20,630,000.00
Withdrawals	
Prior Month Management Fees	(16,500.00)
Prior Month Custodian Fees	(3,178.19)
Realized Gains/Losses	
Purchased Interest	(15,374.97)
Gross Interest Earnings	177,460.03
Ending Book Value	140,750,066.53

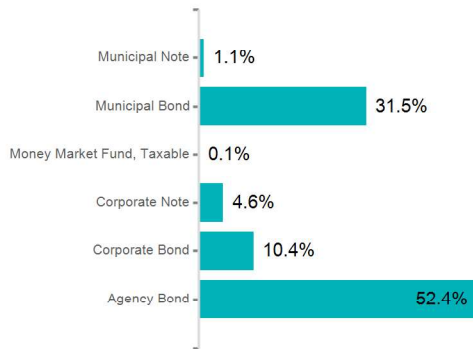
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	0.54%
Portfolio Effective Duration	3.25 yrs
Weighted Average Maturity	3.77 yrs

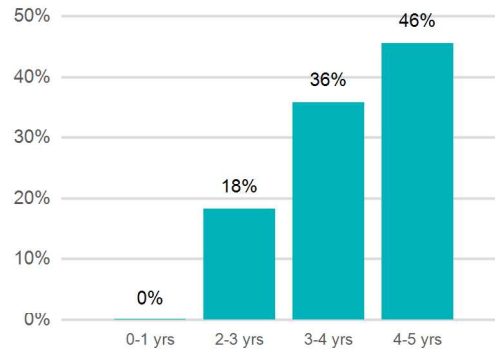
PROJECTED MONTHLY INCOME SCHEDULE



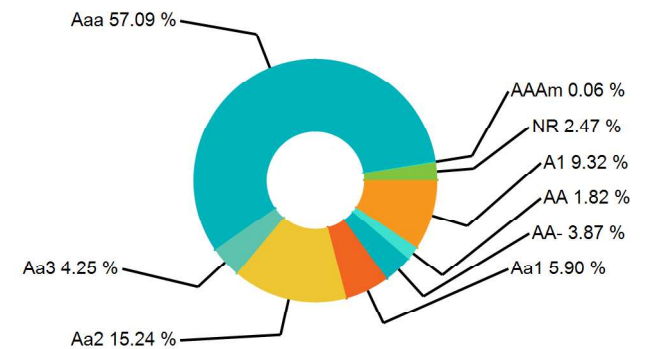
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



POSITION STATEMENT

As of June 30, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
00266CASH	GENERAL LAIF	6/30/2021 6/30/2021	\$79,343,965.44	\$79,343,965.44	\$79,343,965.44	0.25%	0.003 0.003	\$1.00 \$79,343,965.44	\$0.00	36.25%	NR
31846V567	First American Funds, Inc.	6/30/2021 6/30/2021	\$78,563.05	\$78,563.05	\$78,563.05	0.02%	0.003 0.003	\$1.00 \$78,563.05	\$0.00	0.04%	AAAm
SubTotal			\$79,422,528.49	\$79,422,528.49	\$79,422,528.49	0.25%		\$79,422,528.49	\$0.00	36.29%	
Agency Bond											
3133EMLV2	FFCB 0.270% 04/05/2024	1/5/2021 1/6/2021	\$5,000,000.00	\$4,996,250.00	\$4,996,250.00	0.29%	2.767 1.895	\$99.25 \$4,962,700.00	(\$33,550.00)	2.27%	Aaa AA+
3135G06E8	FNMA 0.420% 11/18/2024	11/23/2020 11/24/2020	\$5,000,000.00	\$4,996,250.00	\$4,996,250.00	0.44%	3.389 2.613	\$99.47 \$4,973,250.00	(\$23,000.00)	2.27%	Aaa AA+
3134GXDZ4	FMCC 0.450% 11/25/2024	11/25/2020 11/30/2020	\$3,000,000.00	\$2,999,550.00	\$2,999,550.00	0.45%	3.408 2.629	\$99.45 \$2,983,590.00	(\$15,960.00)	1.36%	Aaa AA+
3134GXJQ8	FMCC 0.320% 01/06/2025	1/27/2021 1/28/2021	\$1,750,000.00	\$1,749,125.00 \$342.22	\$1,749,467.22	0.33%	3.523 2.543	\$99.06 \$1,733,620.00	(\$15,505.00)	0.79%	Aaa AA+
3133EMNF5	FFCB 0.375% 01/15/2025	1/21/2021 1/25/2021	\$2,000,000.00	\$2,002,900.00 \$208.33	\$2,003,108.33	0.34%	3.548 3.507	\$99.21 \$1,984,260.00	(\$18,640.00)	0.91%	Aaa AA+
3130AKQF6	FHLB 0.400% 01/27/2025	1/19/2021 1/27/2021	\$2,500,000.00	\$2,499,250.00	\$2,499,250.00	0.41%	3.581 2.379	\$98.91 \$2,472,650.00	(\$26,600.00)	1.13%	Aaa AA+
3134GXKU7	FMCC 0.375% 01/29/2025	1/11/2021 1/29/2021	\$3,500,000.00	\$3,495,450.00	\$3,495,450.00	0.41%	3.586 2.383	\$98.89 \$3,461,080.00	(\$34,370.00)	1.58%	Aaa AA+
3133EMSJ2	FFCB 0.430% 03/03/2025	3/3/2021 3/4/2021	\$3,500,000.00	\$3,485,475.00 \$41.81	\$3,485,516.81	0.54%	3.677 3.630	\$99.28 \$3,474,835.00	(\$10,640.00)	1.59%	Aaa AA+
3134GXCIV4	FMCC 0.500% 05/30/2025	11/19/2020 11/30/2020	\$5,000,000.00	\$5,000,000.00	\$5,000,000.00	0.50%	3.918 3.260	\$98.43 \$4,921,600.00	(\$78,400.00)	2.25%	Aaa AA+
3133EMDZ2	FFCB 0.520% 10/21/2025	11/19/2020 11/20/2020	\$5,000,000.00	\$4,986,000.00	\$4,986,000.00	0.58%	4.312 2.614	\$98.74 \$4,936,850.00	(\$49,150.00)	2.26%	Aaa AA+
3135GA2A8	FNMA 0.580% 10/28/2025	12/21/2020 12/22/2020	\$5,000,000.00	\$5,013,800.00	\$5,013,800.00	0.43%	4.332 3.045	\$98.98 \$4,948,950.00	(\$64,850.00)	2.26%	Aaa AA+
3134GXFA7	FMCC 0.650% 11/26/2025	11/24/2020 11/30/2020	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	0.65%	4.411 2.163	\$99.35 \$2,980,590.00	(\$19,410.00)	1.36%	Aaa AA+
3134GXFV1	FMCC 0.625% 12/17/2025	12/3/2020 12/17/2020	\$2,500,000.00	\$2,498,750.00	\$2,498,750.00	0.64%	4.468 2.763	\$99.09 \$2,477,275.00	(\$21,475.00)	1.13%	Aaa AA+

POSITION STATEMENT

As of June 30, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
3135G06Q1	FNMA 0.640% 12/30/2025	12/23/2020 12/30/2020	\$3,000,000.00	\$3,003,750.00	\$3,003,750.00	0.61%	4.504 2.234	\$99.02 \$2,970,540.00	(\$33,210.00)	1.36%	Aaa AA+
3133EMMR0	FFCB 0.470% 01/12/2026	1/5/2021 1/12/2021	\$2,340,000.00	\$2,336,536.80	\$2,336,536.80	0.50%	4.540 2.835	\$98.32 \$2,300,617.80	(\$35,919.00)	1.05%	Aaa AA+
31422B6K1	AGM 0.480% 01/15/2026	1/7/2021 1/15/2021	\$3,500,000.00	\$3,496,500.00	\$3,496,500.00	0.50%	4.548 4.466	\$98.41 \$3,444,385.00	(\$52,115.00)	1.57%	
3135G06R9	FNMA 0.550% 01/28/2026	1/5/2021 1/28/2021	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	0.55%	4.584 2.878	\$98.50 \$2,954,910.00	(\$45,090.00)	1.35%	Aaa AA+
SubTotal			\$58,590,000.00	\$58,559,586.80 \$592.36	\$58,560,179.16	0.48%		\$57,981,702.80	(\$577,884.00)	26.49%	
Corporate Bond											
89236THF5	Toyota Motor Credit Corporation 0.500% 08/14/2023	11/24/2020 11/27/2020	\$3,025,000.00	\$3,033,152.38	\$3,033,152.38	0.40%	2.123 2.106	\$100.21 \$3,031,292.00	(\$1,860.38)	1.38%	A1 A+
89236THU2	Toyota Motor Credit Corporation 0.450% 01/11/2024	1/7/2021 1/11/2021	\$4,000,000.00	\$4,004,160.00	\$4,004,160.00	0.42%	2.534 2.509	\$99.68 \$3,987,240.00	(\$16,920.00)	1.82%	A1 A+
89236THU2	Toyota Motor Credit Corporation 0.450% 01/11/2024	1/19/2021 1/21/2021	\$2,500,000.00	\$2,503,625.00 \$312.50	\$2,503,937.50	0.40%	2.534 2.509	\$99.68 \$2,492,025.00	(\$11,600.00)	1.14%	A1 A+
037833EB2	Apple Inc. 0.700% 02/08/2026	2/2/2021 2/8/2021	\$5,000,000.00	\$4,988,750.00	\$4,988,750.00	0.75%	4.614 4.480	\$98.88 \$4,944,150.00	(\$44,600.00)	2.26%	Aa1 AA+
SubTotal			\$14,525,000.00	\$14,529,687.38 \$312.50	\$14,529,999.88	0.52%		\$14,454,707.00	(\$74,980.38)	6.60%	
Corporate Note											
023135BW5	Amazon.com, Inc. 0.450% 05/12/2024	5/11/2021 5/13/2021	\$2,000,000.00	\$1,999,220.00 \$25.00	\$1,999,245.00	0.46%	2.868 2.842	\$99.80 \$1,995,980.00	(\$3,240.00)	0.91%	A1 AA
89236TJG1	Toyota Motor Credit Corporation 0.500% 06/14/2024	6/4/2021 6/14/2021	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	0.50%	2.959 2.597	\$99.54 \$1,493,055.00	(\$6,945.00)	0.68%	A1 A+
478160CN2	Johnson & Johnson 0.550% 09/01/2025	1/12/2021 1/14/2021	\$3,000,000.00	\$2,992,050.00	\$2,992,050.00	0.61%	4.175 4.082	\$99.09 \$2,972,730.00	(\$19,320.00)	1.36%	Aaa AAA
SubTotal			\$6,500,000.00	\$6,491,270.00 \$25.00	\$6,491,295.00	0.54%		\$6,461,765.00	(\$29,505.00)	2.95%	

Town of Paradise Operating Account

POSITION STATEMENT

As of June 30, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Municipal Bond											
482124SM7	Jurupa Unified School District 0.421% 08/01/2023	4/13/2021 5/4/2021	\$1,895,000.00	\$1,895,000.00	\$1,895,000.00	0.42%	2.088 2.074	\$99.88 \$1,892,631.25	(\$2,368.75)	0.86%	Aa3
072024WP3	Bay Area Toll Authority 2.254% 04/01/2024	1/6/2021 1/8/2021	\$800,000.00	\$845,696.00	\$845,696.00	0.47%	2.756 2.666	\$104.38 \$835,048.00	(\$10,648.00)	0.38%	Aa3 AA
797412DL4	San Diego County Water Authority 0.593% 05/01/2024	11/24/2020 11/27/2020	\$1,000,000.00	\$1,003,490.00	\$1,003,490.00	0.49%	2.838 2.806	\$100.06 \$1,000,600.00	(\$2,890.00)	0.46%	Aa2 AAA
798153ND0	San Jose, City of 0.844% 06/01/2024	4/16/2021 4/20/2021	\$705,000.00	\$710,731.65	\$710,731.65	0.58%	2.923 2.876	\$99.81 \$703,674.60	(\$7,057.05)	0.32%	Aa2 AA
79773KBF0	San Francisco, City & County of 0.616% 06/15/2024	11/20/2020 12/8/2020	\$250,000.00	\$250,000.00	\$250,000.00	0.62%	2.962 2.926	\$99.70 \$249,257.50	(\$742.50)	0.11%	Aaa AAA
969268DF5	William S. Hart Union High School District 0.607% 08/01/2024	12/10/2020 12/23/2020	\$2,250,000.00	\$2,250,000.00	\$2,250,000.00	0.61%	3.090 3.046	\$99.82 \$2,246,017.50	(\$3,982.50)	1.03%	Aa2
798186N73	San Jose Unified School District 0.383% 08/01/2024	1/8/2021 1/20/2021	\$535,000.00	\$535,000.00	\$535,000.00	0.38%	3.090 3.058	\$99.35 \$531,538.55	(\$3,461.45)	0.24%	Aa1 AA+
482124SN5	Jurupa Unified School District 0.625% 08/01/2024	4/13/2021 5/4/2021	\$500,000.00	\$500,000.00	\$500,000.00	0.63%	3.090 3.049	\$99.79 \$498,935.00	(\$1,065.00)	0.23%	Aa3
802649TH6	Santa Rosa, City of 0.827% 09/01/2024	11/24/2020 12/1/2020	\$1,000,000.00	\$1,010,410.00	\$1,010,410.00	0.55%	3.175 3.118	\$100.36 \$1,003,560.00	(\$6,850.00)	0.46%	AA
21976THG0	Corona-Norco Unified School District 0.667% 09/01/2024	4/23/2021 5/13/2021	\$2,480,000.00	\$2,480,000.00	\$2,480,000.00	0.67%	3.175 3.128	\$99.54 \$2,468,691.20	(\$11,308.80)	1.13%	AA-
797299MM3	San Diego, City of 1.450% 10/15/2024	4/12/2021 4/14/2021	\$900,000.00	\$921,672.00	\$921,672.00	0.75%	3.296 3.203	\$101.58 \$914,256.00	(\$7,416.00)	0.42%	AA-
79771FAX5	San Francisco, City & County of 0.723% 11/01/2024	1/4/2021 1/6/2021	\$1,455,000.00	\$1,474,453.35	\$1,474,453.35	0.37%	3.342 3.288	\$99.75 \$1,451,377.05	(\$23,076.30)	0.66%	Aa2 AA-
649791RA0	New York, State of 0.910% 03/15/2025	4/19/2021 4/21/2021	\$1,000,000.00	\$1,007,440.00 \$707.78	\$1,008,147.78	0.72%	3.710 3.629	\$100.59 \$1,005,890.00	(\$1,550.00)	0.46%	Aa2 AA+

Town of Paradise Operating Account

POSITION STATEMENT

As of June 30, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
13063DGB8	California, State of 3.375% 04/01/2025	12/23/2020 12/28/2020	\$475,000.00	\$531,610.50	\$531,610.50	0.54%	3.756 3.524	\$109.50 \$520,134.50	(\$11,476.00)	0.24%	Aa2 AA-
797412DM2	San Diego County Water Authority 0.743% 05/01/2025	11/24/2020 11/27/2020	\$1,075,000.00	\$1,081,987.50	\$1,081,987.50	0.59%	3.838 3.765	\$99.61 \$1,070,850.50	(\$11,137.00)	0.49%	Aa2 AAA
68609TWD6	Oregon, State of 0.895% 05/01/2025	12/8/2020 12/10/2020	\$1,750,000.00	\$1,780,887.50	\$1,780,887.50	0.49%	3.838 3.757	\$100.68 \$1,761,847.50	(\$19,040.00)	0.80%	Aa1 AA+
91412HGE7	The Regents of the University of California 0.883% 05/15/2025	12/15/2020 12/17/2020	\$1,425,000.00	\$1,442,199.75	\$1,442,199.75	0.61%	3.877 3.762	\$100.33 \$1,429,702.50	(\$12,497.25)	0.65%	Aa2 AA
91412HGE7	The Regents of the University of California 0.883% 05/15/2025	12/21/2020 12/23/2020	\$1,355,000.00	\$1,372,736.95	\$1,372,736.95	0.58%	3.877 3.762	\$100.33 \$1,359,471.50	(\$13,265.45)	0.62%	Aa2 AA
91412HGE7	The Regents of the University of California 0.883% 05/15/2025	1/20/2021 1/22/2021	\$3,000,000.00	\$3,047,880.00	\$3,047,880.00	0.51%	3.877 3.762	\$100.33 \$3,009,900.00	(\$37,980.00)	1.38%	Aa2 AA
79773KBG8	San Francisco, City & County of 0.766% 06/15/2025	11/20/2020 12/8/2020	\$200,000.00	\$200,000.00	\$200,000.00	0.77%	3.962 3.883	\$99.16 \$198,324.00	(\$1,676.00)	0.09%	Aaa AAA
574193TR9	Maryland, State of 0.660% 08/01/2025	11/18/2020 11/20/2020	\$3,000,000.00	\$3,014,580.00	\$3,014,580.00	0.56%	4.090 4.009	\$99.56 \$2,986,800.00	(\$27,780.00)	1.36%	Aaa AAA
56781RJJ7	Marin Community College District 5.000% 08/01/2025	11/25/2020 11/30/2020	\$2,280,000.00	\$2,742,270.00	\$2,742,270.00	0.59%	4.090 3.691	\$116.58 \$2,657,978.40	(\$84,291.60)	1.21%	Aaa AAA
969268DG3	William S. Hart Union High School District 0.757% 08/01/2025	12/10/2020 12/23/2020	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	0.76%	4.090 3.998	\$99.39 \$993,900.00	(\$6,100.00)	0.45%	Aa2
798186N81	San Jose Unified School District 0.558% 08/01/2025	1/8/2021 1/20/2021	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	0.56%	4.090 4.016	\$98.87 \$988,720.00	(\$11,280.00)	0.45%	Aa1 AA+
482124SP0	Jurupa Unified School District 1.059% 08/01/2025	5/27/2021 6/1/2021	\$500,000.00	\$504,265.00 \$397.13	\$504,662.13	0.85%	4.090 3.981	\$100.28 \$501,385.00	(\$2,880.00)	0.23%	Aa3
802649TJ2	Santa Rosa, City of 0.977% 09/01/2025	11/24/2020 12/1/2020	\$1,530,000.00	\$1,554,357.60	\$1,554,357.60	0.64%	4.175 4.062	\$100.04 \$1,530,581.40	(\$23,776.20)	0.70%	AA

POSITION STATEMENT

As of June 30, 2021



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
50420BDE9	La Quinta, City of 1.168% 09/01/2025	4/8/2021 4/14/2021	\$2,000,000.00	\$2,022,960.00	\$2,022,960.00	0.90%	4.175 4.050	\$100.57 \$2,011,400.00	(\$11,560.00)	0.92%	AA-
419792ZL3	Hawaii, State of 0.852% 10/01/2025	11/19/2020 11/23/2020	\$5,000,000.00	\$5,052,250.00 \$2,840.00	\$5,055,090.00	0.63%	4.258 4.140	\$99.57 \$4,978,550.00	(\$73,700.00)	2.27%	Aa2 AA+
13034AL65	California Infrastructure and Economic Development Bank 0.765% 10/01/2025	12/8/2020 12/17/2020	\$1,000,000.00	\$1,007,250.00	\$1,007,250.00	0.61%	4.258 4.163	\$99.38 \$993,750.00	(\$13,500.00)	0.45%	AAA
20772KNX3	Connecticut, State of 1.123% 06/01/2026	6/4/2021 6/9/2021	\$2,200,000.00	\$2,213,090.00 \$343.14	\$2,213,433.14	1.00%	4.923 4.762	\$99.99 \$2,199,802.00	(\$13,288.00)	1.01%	Aa3 A+
SubTotal			\$43,560,000.00	\$44,452,217.80 \$4,288.05	\$44,456,505.85	0.62%		\$43,994,573.95	(\$457,643.85)	20.10%	
Municipal Note											
91412HJL8	The Regents of the University of California 0.670% 05/15/2025	2/24/2021 3/10/2021	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	0.67%	3.877 3.803	\$99.19 \$1,487,790.00	(\$12,210.00)	0.68%	Aa2 AA
SubTotal			\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	0.67%		\$1,487,790.00	(\$12,210.00)	0.68%	
Supranational											
45818WDD5	IADB 0.39% 04/16/2024	4/8/2021 4/16/2021	\$3,000,000.00	\$3,000,270.00	\$3,000,270.00	0.39%	2.797 2.774	\$99.73 \$2,991,990.00	(\$8,280.00)	1.37%	Aaa AA+
459058JA2	IBRD 0.750% 03/11/2025	3/4/2021 3/9/2021	\$3,150,000.00	\$3,167,671.50	\$3,167,671.50	0.61%	3.699 3.629	\$100.23 \$3,157,339.50	(\$10,332.00)	1.44%	Aaa AA+
459058JL8	IBRD 0.500% 10/28/2025	2/3/2021 2/8/2021	\$5,000,000.00	\$4,994,200.00	\$4,994,200.00	0.52%	4.332 4.261	\$98.74 \$4,937,100.00	(\$57,100.00)	2.26%	Aaa AA+
459058JS3	IBRD 0.650% 02/10/2026	5/27/2021 6/1/2021	\$2,000,000.00	\$1,981,720.00 \$4,008.33	\$1,985,728.33	0.85%	4.619 4.518	\$98.86 \$1,977,180.00	(\$4,540.00)	0.90%	Aaa AA+
45950VPU4	IFC 0.75% 03/23/2026	3/4/2021 3/23/2021	\$2,000,000.00	\$1,994,880.00	\$1,994,880.00	0.80%	4.732 4.620	\$100.07 \$2,001,360.00	\$6,480.00	0.91%	Aaa AA+
SubTotal			\$15,150,000.00	\$15,138,741.50 \$4,008.33	\$15,142,749.83	0.59%		\$15,064,969.50	(\$73,772.00)	6.88%	
Grand Total			\$219,247,528.49	\$220,094,031.97 \$9,226.24	\$220,103,258.21	0.44%		\$218,868,036.74	(\$1,225,995.23)	100.00%	



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 2(i)

ORIGINATED BY: Ross Gilb, Finance Director/Town Treasurer
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Direct Assessments for Butte County Property Tax Roll
LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Adopt Resolution No. 21-___, A Resolution of the Town Council of the Town of Paradise certifying to the County of Butte the validity of the legal process used to place direct charges (special assessments) on the secured tax roll; and,
2. Authorize the Town Manager and Finance Director to approve direct charge (special assessment) changes; and,
3. Authorize the Town Manager and Finance Director to execute the governing authority certification related to the direct assessments on the property tax roll.

Background:

For over ten years Butte County has provided the Town an economical means of collecting direct assessments by placing them on the property tax roll. It is efficient, cost effective, and provides a higher percentage of collection as compared to the Town billing each citizen directly. It also provides convenience to citizens as they receive fewer invoices and pay directly to fewer agencies.

Butte County has requested approval of the above documents for housekeeping and as a means of protecting the process for both agencies. As has been the case for several years, for 2021/22, the Town will place assessments on the property tax roll related to:

- 1) Animal Control Services
- 2) Annual Septic Operating Permits

Financial Impact:

The County receives \$0.30 per parcel per assessment type for this service. This fee has already been factored into the FY 2021/22 budget.

TOWN OF PARADISE
RESOLUTION NO. 21-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL
PROCESS USED TO PLACE DIRECT CHARGES(SPECIAL ASSESSMENTS)
ON THE SECURED TAX ROLL.

WHEREAS, the notices and election for special assessment fees for the purpose of the Paradise Animal Control Services and Shelter to be included on the regular County property tax bill for property owners of the Town of Paradise was completed on November 2, 2004; and

WHEREAS, the regulatory fees for the purpose of the Paradise Annual Septic Operating Permit to be included on the regular County property tax bill for property owners of the Town of Paradise was completed on May 14, 2013; and

WHEREAS, the Town of Paradise is placing the special assessments on the Butte County secured property tax roll for collection; and

WHEREAS, the Town of Paradise has complied with all laws pertaining to the levy of the special assessments, including Proposition 218, to be collected, respectively per Government Code Section 50075 et seq. and Health and Safety Code Section 6980, and

WHEREAS, the assessments are being levied without regard to property valuation of the properties involved; and

WHEREAS, the Town of Paradise agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the Town by the County; and

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

SECTION 1. The list submitted with parcel numbers and amounts are certified as being correct, the Town Manager or Finance Director/Town Treasurer is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the Town of Paradise for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE THIS 10TH DAY OF AUGUST, 2021 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

NOT VOTING:

Steve Crowder, Mayor

ATTEST:

BY: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Scott E. Huber, Town Attorney

BUTTE COUNTY AUDITOR-CONTROLLER
2021/22

AUTHORITY TO APPROVE DIRECT CHARGE (SPECIAL ASSESSMENT) CHANGES

DISTRICT/AGENCY TOWN OF PARADISE

TAX CODE 79002 & 79003

The following persons are authorized to approve changes to our Agency's Special Assessment:

TYPED NAME

SIGNATURE

Kevin Phillips, Town Manager

Ross Gilb, Finance Director/Town
Treasurer

Steve Crowder

_____ Date

Mayor
Title



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 2(j)

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Geographic Information Center (GIC) 2021/2022
Maintenance Contract

LONG TERM RECOVERY PLAN: Yes, Various

COUNCIL ACTION REQUESTED:

- a) Authorize the Town Manager to execute a three-year (FY 21/22-23/24) GIS maintenance agreement with the CSU, Chico Research Foundation.

Background:

The Geographic Information Center (GIC) is a program of the California State University (CSU) Chico Research Foundation, and has been providing Geographic Information System (GIS) data to the Town for the past several years. An annual maintenance agreement is typically required for this service. The GIC provides both basic and specialized data maintenance, such as spatially referenced road, parcel, land use, zoning, aerial images, drainage, and topography data. Additionally, the GIC provides the Paradise Fire Department with updated Map Books and Dispatch with the most current parcel and road data to aid with dispatch.

Analysis:

As mentioned above, the GIC provides a variety of services under the agreement. In addition to technical support, the maintenance of data involves the GIC receiving data revisions from the Town, County and other agencies, compiles these changes and corrections, and is then available to the Town for its use. For example, when a parcel in the Town is subdivided, the new lot is sent to the GIC (in addition to other agencies) and they make this change in the data. Additionally, the GIC creates specialized maps and data for various projects, such as soils map, snow load map, etc. Without this maintenance service, it would be extremely difficult for the Town to correct and maintain this data in a correct and efficient manner due to staffing limitations and specialization of work. The GIC has proved to be a valuable asset to the Town in times where mapping and other specialized information is required in a timely manner.

Over the next three years, the GIC will continue to update all base, planning, and infrastructure GIS layers as needed, continue to provide live data access in support of dispatch, continue to maintain the online mailer application with the latest available address, parcel, and County Assessor information, continue to enhance capabilities for town staff to the online web viewers as requested, produce any hard copy materials necessary for the Town's daily activities, and provide various GIS technical support for all departments on an as needed basis.

Financial Impact:

The cost for these maintenance and support services for each fiscal year is a fixed fee of \$15,000.00, or \$45,000 total over three fiscal years. This maintenance agreement will be included in the FY 2021/2022 General Fund budget and will be paid for by the Central Services Program account 5213.100 Professional/Contract Services. The current budget for FY 2021/2022 is \$11,500. As such, the maintenance agreement will result in a budget increase of \$3,500 for the current and future fiscal years.

Alternatives:

Delay, modify or reject recommended action.

Attachments:

- A. Contract

CONTRACT

AGREEMENT NUMBER SP-21-286	AM. NO.
CONTRACTOR IDENTIFICATION NUMBER	

THIS CONTRACT, made and entered into on the date of final signature in the State of California, by and between **Town of Paradise**, hereafter called Funder, and

CONTRACTOR'S NAME

Chico State Enterprises, hereafter called Contractor,

Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows:

The Geographical Information Center (GIC), an auxiliary agency of the non-profit Chico State Enterprises (ENTERPRISES), agrees to continue to do maintenance updates and maintain the Town of Paradise Geographical Information System (Paradise GIS) through the end of the fiscal year 2023-2024 as further detailed in Attachment A – Scope of Work

- Attachment A – Scope of Work (1 page)
- Attachment C – Contact Information (1 page)
- Attachment D – CSE General Terms & Conditions (1 page)

The Term of this Contract shall commence 07/01/2021 and shall end 06/30/2024.

Funder agrees to pay Contractor a fixed price fee of \$15,000.00 per year, for three years, payable in the amount of \$7,500.00 biannually.

This contract has been executed by the parties hereto, upon the date first above written

FUNDER		CONTRACTOR	
FUNDER		CHICO STATE ENTERPRISES	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
		<i>Michele Flowerdew</i>	07/08/2021
PRINTED NAME AND TITLE OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING	
Name Title		Michele Flowerdew Director, Sponsored Programs Administration	
ADDRESS/E-MAIL		ADDRESS/E-MAIL	
Address email		25 Main Street, Suite 103, Chico, CA 95928-5388 mflowerdew@csuchico.edu	
AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE	
\$ 45,000.00	\$ 45,000.00	SP-67279-01	

Attachment A Scope of Work

The Geographical Information Center (GIC), an auxiliary agency of the non-profit Chico State Enterprises (ENTERPRISES), agrees to provide GIS maintenance updates, which includes continued development and maintenance of an ArcGIS File Geodatabase Management System, maintain public facing and internal Planning Information Lookup web mapping applications and all supporting data, and maintain an internal Notification Mailings web mapping application and all supporting data for the period July 1, 2021 through June 30, 2024.

The specific tasks are as follows:

- Continued layer creation, attribution, and population of an ArcGIS File Geodatabase for data storage and access;
- Continued development of the Town's public facing and internal GIS Planning Information Lookup web applications to include addresses, parcels, land use, zoning, and infrastructure layers as requested and provided by the Town;
- Continued development of the Town's internal Notification Mailings web application and layers to include addresses, roads and parcels;
- Continued maintenance of layers and attribution within an ArcGIS File Geodatabase for data storage and access;
- Continued maintenance of the Town's public facing and internal GIS Planning Information Lookup web applications to include addresses, parcels, land use, zoning, and infrastructure layers as requested and provided by the Town;
- Continued maintenance of the Town's Notification Mailings web application layers to include addresses, roads and parcels;
- Provide miscellaneous GIS support services upon request;

Attachment C Contact Information

Funder Contacts	Contractor Contacts
<i>Administrative Contact</i>	
Name: Click or tap here to enter text. Title: Click or tap here to enter text. Address: Click or tap here to enter text. Telephone: Click or tap here to enter text. Fax: Click or tap here to enter text. Email: Click or tap here to enter text.	Name: Michele Flowerdew Title: Director, Sponsored Programs Administration Address: 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: 530 898-4916 Fax: 530 898-6021 Email: mflowerdew@csuchico.edu
<i>Project Director/Principal Investigator</i>	
Name: Click or tap here to enter text. Title: Click or tap here to enter text. Address: Click or tap here to enter text. Telephone: Click or tap here to enter text. Fax: Click or tap here to enter text. Email: Click or tap here to enter text.	Name: Jason Schwenkler Title: Director Address: 35 Main Street Suite 132 Chico, CA 95928 Telephone: 530 898-4372 Fax: 530 898-6781 Email: jschwenkler@csuchico.edu
<i>Financial Contact</i>	
Name: Click or tap here to enter text. Title: Click or tap here to enter text. Address: Click or tap here to enter text. Telephone: Click or tap here to enter text. Fax: Click or tap here to enter text. Email: Click or tap here to enter text.	Name: Karen Hansen Title: Grant Specialist II Address: 25 Main Street Suite 103 Chico, CA 95928-5388 Telephone: 530 898-6286 Fax: 530 898-6021 Email: kthansen@csuchico.edu
<i>Authorized Signatory</i>	
Name: Click or tap here to enter text. Title: Click or tap here to enter text. Address: Click or tap here to enter text. Telephone: Click or tap here to enter text. Fax: Email:	Name: Michele Flowerdew Title: Director, Sponsored Programs Administration Address: 25 Main Street Suite 103 Chico, CA 95928-5388 Telephone: 530 898-4916 Fax: 530 898-6021 Email: mflowerdew@csuchico.edu

Attachment D
CSE General Terms and Conditions

1. **Invoicing:** If necessary, Contractor shall invoice Funder for the compensation amount stated above. Upon receipt of invoice, Funder will process payment to Contractor within 30 days of invoice date.
2. **Independent Contractor:** Contractor is an independent contractor, not an employee of Funder, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching Funder's objectives in entering this Contract.
3. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this contract, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.
4. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.
5. **Termination:** This Contract may be terminated for the following reasons:
 - a. Immediately for cause if either party violates any of the terms or provisions of this Contract if previous attempts at remedies are not successful; or
 - b. By Funder without cause upon 15 days written notice of termination.
6. **Insurance:** Contractor, at its own cost, will maintain, for the duration of this Contract: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage; and automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than \$1,000,000. Contractor shall furnish funder with a certificate of insurance upon request.
7. **Modification:** Any modifications of the terms and/or conditions of this contract shall be made in written agreement by both parties.
8. **Partial Invalidity:** If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
9. **Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between the parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 6(a)

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Town Council Consideration of Deadlines set in Urgency
Ordinance Relating to Interim Housing

LONG TERM RECOVERY PLAN: N/A

COUNCIL ACTION REQUESTED:

1. Provide staff with direction on desired changes, if any, to an Urgency Ordinance related to interim housing to present at a future council meeting; **OR**
2. Provide alternative direction to town staff.

Background:

At the May 11, 2021 Town Council meeting an amended Interim Housing Ordinance was discussed addressing financial and time barriers impacting the rebuild process in response to an impending deadline of June 30, 2021 for those occupying RVs who show progress towards securing a rebuild permit. The discussion centered on the possibility of extending the June 30th deadline to December 31st to coincide with the rest of the urgency ordinance. Ultimately, Council voted to extend the initial deadline from June 30, 2021 to September 30, 2021 for those living in RVs to show progress towards rebuilding with an ordinance text amendment requiring the Town to provide written notice to all applicable Temporary Use Permit holders putting them on notice regarding the current health and safety standards required to be met to reside in an RV as well as the paperwork required to be provided to show evidence towards rebuilding by the newly extended September 30th deadline.

During the week of June 21st, a mix of emailed and mailed notices were sent to 298 Temporary Use Permit holders, who have not yet secured a rebuild permit, notifying them of the extended deadline and the requirements to stay in compliance in accordance with the amended urgency ordinance.

Analysis:

Of the 298 Temporary Use Permits issued for displaced residents to temporarily reside in RVs, only 18 applicants have thus far responded to the Town's mailed notice. 16 are working with the Town's Housing Division, while 2 others provided evidence of signed

contracts to rebuild allowing for the Temporary Use Permit deadline for those 18 sites to be extended to December 31, 2021. Of the 280 sites remaining, 5 properties have sold, and their TUPs voided, and another 5 properties have secured their rebuild permit moving them out of the urgency ordinance and into the regular zoning ordinance. 270 sites, 242 of which are owner occupied, still need to show evidence of rebuild progress by September 30, 2021 or potentially become subject to code enforcement proceedings. The September deadline reflects a 9-month extension previously given to all Temporary Use Permits originally scheduled to expire December 31, 2020.

The largest hurdles to rebuilding have been, and continue to be, time and money. The Town's Housing Division has talked with residents living in RVs who are limited to Social Security income generating less than \$1,200 a month making it generally infeasible to transition to a permanent rental unit (with rents typically limited at 30% maximum of gross income). Or, because of their age, are not comfortable incurring debt for a construction loan and are relying on the PG&E settlement to either build or move. Similar limitations face those households residing in RVs living well below the area median income (AMI). Most do not have the financial resources to rebuild or move into permanent housing, either in Town or elsewhere, without the settlement funds.

Meanwhile, none of the anticipated housing grants or settlement funds expected to have been released by the 1st quarter of 2021 have materialized. This ongoing delay by the State and PG&E continues to hinder the recovery of those displaced by the Camp Fire with limited financial resources requiring the Town to repeatedly reassess and readdress the interim housing urgency ordinance. It does not appear likely, based on previous Council discussions with State housing representatives, that the single-family housing grants will be operational before the end of 2021. Nor does it seem plausible that the first round of PG&E payments will be completed by the end of the year since so few residents have even received their determination notices (settlement offer).

Due to these continued delays, Town staff seeks Council's direction regarding the following topics:

1. Ordinance deadline

There are two deadlines left in the urgency ordinance:

- September 30, 2021 for temporary use permit holders to provide evidence of progress towards permanent housing in order to have the permit extended to December 31, 2021.
- December 31, 2021 for the entire urgency ordinance to expire which includes ceasing the ability to:
 - Occupy RVs on private property without the issuance of a rebuild permit.
 - Store RVs on a vacant property.
 - Build/have a storage building without a rebuild permit having been issued.

For those still awaiting forthcoming financial resources, there is nothing short of more time on their property that will allow them those opportunities. Not every resident is looking to rebuild. Some will move elsewhere but the financial burden

of doing so is so great and they cannot leave until some portion of their PG&E settlement has been paid out. While others may want to rebuild but find the settlement funds are not enough to finance the entire build and would be more receptive to the Town's housing programs once they have their determination notice.

There are some different ordinance deadline options staff would ask Council to consider and discuss:

- a. Leave the ordinance deadlines as they are and move forward with code enforcement options on those properties which do not comply with the rebuild requirements as each of the deadlines pass.
- b. Remove the September 30, 2021 deadline and allow all of the issued Temporary Use Permits to expire on December 31, 2021.
- c. Extend the entire ordinance for 2 years (5 years total from time of fire) with alternative thresholds still in place at the mid-point. This could for all current Temporary Use Permit holders or only for displaced owner-occupied sites.

2. Alternative thresholds

The point of the alternative thresholds was to allow owners, who were not in a position to secure a rebuild permit yet, the ability to show progress towards permanent housing. Thresholds include 1) a rebuild permit applied for, 2) a signed contract with a building contractor, 3) a contract with a manufactured home dealer, 4) or working with the Town/State on a housing program. For those with no intention of rebuilding and are solely waiting on funds so that they can secure permanent (existing) housing either in Town or elsewhere, there is no way for them to show compliance. It warrants consideration of whether evidence of a PG&E claim can and should suffice as an alternative threshold.

Staff would ask Council to consider and discuss the following options regarding alternative thresholds:

- a. Leave the thresholds as they are for the remainder of the ordinance.
- b. Keep the existing alternative thresholds but add evidence of a claim into PG&E as another option of compliance.
- c. Remove all thresholds and allow those with issued Temporary Use Permits to stay for the duration of the urgency ordinance if they are complying with all required health and safety standards.

3. Health and safety compliance

Within the urgency ordinance is the requirement to comply with minimum health and safety standards. Those include connection to a functioning septic system, connection to potable water (can be tanked water), connection to electrical service, trash service, compliance with the property maintenance standards found in Title 8 of the Paradise Municipal Code, and compliance with the defensible space ordinance (property is inspected at time of TUP application and then annually thereafter).

If the ordinance were extended, staff would suggest the consideration of repeated failure to comply with any of those standards be cause for permit revocation and

the property moved towards abatement. Specifically, if two (2) or more code enforcement violations were noticed within a calendar year, even if corrected, or two (2) citations on a single violation were issued, the permit would be referred for revocation. Placing specific enforcement language in the ordinance would set an equitable standard for all who have elected to utilize the opportunities, and agreed to the standards through their participation, authorized through the urgency ordinance. The message being that the Town should not have to repeatedly cajole residents into complying with minimum health and safety standards time and time again on the same property.

4. Urgency ordinance versus zoning ordinance

While not specifically brought up by staff in previous discussions, due to the possible extension of the ordinance it seems appropriate to discuss. If left as an urgency ordinance, future amendments would continue to require a 4/5 vote but would become effective immediately. The urgency ordinance covers three major facets – occupancy of RVs without a rebuild permit, storage of RVs on vacant property, and the construction of an accessory building (garage) before a residence.

Moving the urgency ordinance provisions into the temporary use regulations of the zoning ordinance would be an approximate 4-month process. The Planning Commission reviews all zoning ordinance amendments prior to their introduction at Town Council. As well as any future amendments would each be a 4-month process; 3 months of hearings and 1 month before the amendment would be effective. However, amendments to the zoning ordinance only require a majority vote.

If the Council ultimately gave direction to transition the urgency ordinance into the zoning ordinance, additional consideration would need to be given on whether the storage of RVs on vacant land and/or the construction of garages before a residence should be phased out with the urgency ordinance or also carried over to the zoning ordinance. Staff would recommend, at a minimum, that the accessory structures be phased out with the urgency ordinance. They were meant to accommodate residents of RVs with additional area to store their household goods, but only 6 of the 29 permits issued are actually associated with temporary use permits.

The intention of the urgency ordinance was to provide a stopgap to those who were unable to secure stable housing immediately after the Camp Fire with a long-term goal of moving residents back into permanent housing. Town staff continues to monitor financial and housing resources as they become available to keep the Council informed about hurdles our residents may be facing and to help facilitate discussions on how we can work together to support those still trying to recover. Direction and feedback provided by Council at the August Town Council meeting will be brought back in September as an amended urgency ordinance for consideration.

Financial Impact:

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

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**TOWN OF PARADISE
URGENCY ORDINANCE NO. 608**

**AN URGENCY ORDINANCE OF THE TOWN COUNCIL OF THE
TOWN OF PARADISE AMENDING URGENCY ORDINANCE NO. 600
AND ADOPTING NEW URGENCY ORDINANCE RELATING TO INTERIM
HOUSING, ACCESSORY BUILDING(S) AND UNOCCUPIED RECREATIONAL
VEHICLE INSIDE THE CAMPFIRE AREA**

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

Section 1. Ordinance No. 600 is hereby amended.

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

Section 2. 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, based on determinations of the Butte County Local Health Officer, finds that this Ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon facts set forth in Section 3 of this Ordinance.

Section 3. Debris Removal.

- A. Conditions of extreme peril to the safety of persons and property within the Town of Paradise were caused by the Camp Fire, commencing on the 8th day of November, 2018, at which time the Town Council was not in session.
- B. California Government Code Section 8630 empowers the Town Director of Emergency Services (Director) to proclaim the existence of a local emergency when the Town is affected or

1 likely to be affected by a public calamity, subject to
2 ratification by the Town Council at the earliest practicable
3 time.

4 C. On November 8, 2018, the Director proclaimed the existence of
5 a local emergency within the Town due to the Camp Fire.

6 D. On November 8, 2018, the Acting Governor of the State of
7 California proclaimed a State of Emergency for Butte County
8 pursuant to the California Emergency Services Act, commencing
9 with Section 8550 of the Government Code, and on November 14,
10 2018, the Governor issued Executive Order B-57-18 concerning
11 the Camp Fire.

12 E. On November 9, 2018, the Camp Fire was still burning through
13 the Town and despite firefighters' best efforts, the wildfire
14 was not contained. Evacuation orders were in place and
15 numerous severe public health and safety hazards were present
16 in the Camp Fire area, including many blocked roads from
17 fallen power lines, burned trees and vehicles, numerous
18 burned vehicles were left throughout the Camp Fire area due
19 to survivors fleeing their vehicles in efforts to survive the
20 wildfire, no available utilities, no available public
21 services and the presence of human remains and animal
22 carcasses. At the time, the Town estimated that 2,000
23 structures had burned in the Camp Fire.

24 F. On November 9, 2018, Dr. Andrew Miller, Butte County's Local
25 Health Officer, issued a Declaration of Health Emergency
26 pursuant to California Health and Safety Code section 101080.

1 Dr. Miller's declaration stated that the local health
2 emergency was a consequence of the debris resulting from the
3 Camp Fire that contains hazardous material in the ash of the
4 burned qualifying structures. The purpose of the Declaration
5 was to address the immediate threat to the public health and
6 the imminent and proximate threat of the introduction of
7 contagious, infectious or communicable disease, chemical
8 agents, non-communicable biologic agents, toxins and/or
9 radioactive agents present at the time in the Camp Fire area.
10 The threats included (1) the enormous amount of fire debris
11 present in the Camp Fire area, including ash and debris
12 containing hazardous materials and probable radioactive
13 materials present in ash and debris from qualifying
14 structures, (2) the threat of infectious or communicable
15 disease and/or non-communicable biologic agents due to animal
16 carcasses, radioactive waste and perishable foods, (3) the
17 potential contamination or destruction of the residential and
18 commercial water supply in the Camp Fire area and (4) the
19 potential pollution of the drinking water downstream from the
20 Camp Fire area if weather conditions caused the spread of the
21 hazardous materials in the ash and debris of burned qualifying
22 structures.

23 G. On November 12, 2018, the President of the United States
24 declared the existence of a major disaster in the State of
25 California, thereby providing assistance from many federal
26

1 agencies, including the Federal Emergency Management Agency
2 (FEMA).

3 H. On November 13, 2018, the Butte County Board of Supervisors
4 ratified Dr. Miller's Declaration of Health Emergency.

5 I. On November 21, 2018, the status of the Camp Fire area was as
6 follows: firefighters had contained the Camp Fire; the
7 Sheriff had lifted evacuation orders; work crews had removed
8 fallen power lines, burned vehicles and trees blocking the
9 roads; utilities including electric power, gas and non-
10 potable water had become available; no local businesses were
11 open to serve the public; and no public services were
12 available. Further, preliminary actions had been taken to
13 mitigate the risk from animal carcasses, radioactive waste
14 and perishable foods in the Camp Fire area, however, concerns
15 regarding the threats remained. The public health hazards
16 present in the Camp Fire area included (1) the public health
17 hazards from the enormous amount of fire debris, (2) the
18 public health hazard from the hazardous materials and
19 probable radioactive materials present in the ash and debris
20 from destroyed qualifying structures, (3) the threat of
21 infectious or communicable disease and/or non-communicable
22 biologic agent due to the presence of animal carcasses,
23 perishable foods and radioactive waste and (4) the potential
24 pollution of the drinking water downstream from the Camp Fire
25 area if weather conditions caused the spread of the hazardous
26 materials in the ash and debris of burned qualifying

1 structures. At the time, the Camp Fire had destroyed thousands
2 of structures.

3 J. On November 21, 2018, Dr. Miller issued a Hazard Advisory
4 strongly suggesting residents should not reside on property
5 with qualifying structures damaged or destroyed by the Camp
6 Fire until the property had been cleared of hazardous waste,
7 ash and debris and certified clean by the County Department
8 of Public Health, Environmental Health Division. The County
9 Department of Public Health provided residents with re-entry
10 packets which included personal protective equipment and
11 information on the dangerous conditions and toxic materials
12 present in the Camp Fire area. The re-entry packets were
13 intended to improve the safety of the residents who chose to
14 visit their properties to collect valuables and not intended
15 to encourage long-term visitation or habitation. The purpose
16 of the Hazard Advisory was to address the public health
17 hazards present at the time in the Camp Fire area, including
18 (1) the enormous amount of fire debris present in the Camp
19 Fire area, (2) the hazardous materials and probable
20 radioactive materials present in ash and debris from
21 qualifying structures, (3) the lessened but still present
22 threat of infectious or communicable disease and/or non-
23 communicable biologic agents due to animal carcasses,
24 radioactive waste and perishable foods, (4) the potential
25 contamination or destruction of the residential and
26 commercial water supply in the Camp Fire area and (5) the

1 potential pollution of the drinking water downstream from the
2 Camp Fire area if weather conditions caused the spread of the
3 hazardous materials in the ash and debris of burned qualifying
4 structures.

5 K. The Camp Fire to date has consumed 153,336 acres and has led
6 to the destruction of 13,696 residences, damage to 462
7 residences, the destruction of 276 multiple family
8 residences, the destruction of 528 commercial buildings,
9 damage to 102 commercial buildings, the destruction of 4,293
10 other minor structures, and resulted in the evacuation of
11 over 50,000 people. As a result, the Camp Fire has created an
12 enormous amount of debris.

13 L. There exists the potential for widespread toxic exposures and
14 threats to public health and the environment in the aftermath
15 of a major wildfire disaster, and debris and ash from
16 residential and commercial structure fires contain hazardous
17 materials and the harmful health effects of hazardous
18 materials produced by a wildfire are well-documented.

19 M. The combustion of building materials such as siding, roofing
20 tiles, and insulation results in dangerous ash that may
21 contain asbestos, heavy metals and other hazardous materials.
22 Household hazardous waste such as paint, gasoline, cleaning
23 products, pesticides, compressed gas cylinders, and chemicals
24 may have been stored in homes, garages, or sheds that may
25 have burned in the fire, also producing hazardous materials.
26

1 N. Exposure to hazardous materials may lead to acute and chronic
2 health effects and may cause long-term public health and
3 environmental impacts. Uncontrolled hazardous materials and
4 debris pose significant threats to public health through
5 inhalation of dust particles and contamination of drinking
6 water supplies. Improper handling can expose residents and
7 workers to toxic materials, and improper transport and
8 disposal of fire debris can spread hazardous substances
9 throughout the community.

10 O. Standards and removal procedures are needed immediately to
11 protect the public health and environment, and to facilitate
12 coordinated and effective mitigation of the risks to the
13 public health and environment from the health hazards
14 generated by the Camp Fire disaster.

15 P. The Camp Fire has created hazardous waste conditions in the
16 Town of Paradise in the form of contaminated debris from
17 household hazardous waste/materials and structural debris
18 resulting from the destruction of thousands of structures.
19 This hazardous waste debris poses a substantial present or
20 potential hazard to human health and the environment until
21 the property is certified clean. The accumulated exposure to
22 hazardous waste debris over an extended period of time poses
23 a severe hazard to human health.

24 Q. The Town of Paradise previously approved Ordinance No. 572,
25 Ordinance No. 573, Ordinance No. 575, Ordinance No. 598, and
26 Ordinance No. 600 as urgency measures relating to the Camp

1 Fire disaster recovery on December 12, 2018, The actions
2 addressed the need for the regulation of debris removal to
3 alleviate the public health, safety and welfare concerns
4 associated with the ash and debris of qualifying structures
5 and temporary emergency housing options.

6 R. As of February 4, 2019, the status of the Camp Fire disaster
7 recovery **was** as follows: (1) Phase I cleanup by the U.S.
8 Environmental Protection Agency and the California Department
9 of Toxic Substances Control is complete, which has reduced
10 the public health concerns relating to the most hazardous
11 materials present in the Camp Fire area, (2) Phase II of the
12 cleanup pursuant to the Government (CalOES) Program and the
13 Alternative Program has commenced, (3) utilities are
14 available (except for potable water), (4) numerous businesses
15 have opened to serve the public, (5) public services are
16 available, including a FEMA and CalOES jointly-operated
17 Disaster Recovery Center in Paradise, California. Current
18 threats include (1) the enormous amount of fire debris present
19 in the Camp Fire area, (2) hazardous materials and probable
20 radioactive materials present in ash and debris from
21 qualifying structures, (2) the potential pollution of the
22 drinking water downstream from the Camp Fire area if weather
23 conditions caused the spread of the hazardous materials in
24 the ash and debris of burned qualifying structures. The
25 purpose of this Ordinance is to allow residents to live on
26 properties in the Camp Fire area that do not contain fire ash

1 and debris from a qualifying structure destroyed or damaged
2 by the Camp Fire.

3 S. The Debris Removal Operations Plan for the Camp Fire prepared
4 by the CalOES/CalRecycle Incident Management Team provides
5 that the DTSC has issued reports regarding the assessment of
6 burn debris from wildfires in the past. The studies of burned
7 residential homes and structures from large scale wildland
8 fires indicated that the resulting ash and debris can contain
9 asbestos and toxic concentrated amounts of heavy metals such
10 as antimony, arsenic, cadmium, copper, lead, and zinc
11 (qualifying structures). Additionally, the ash and debris may
12 contain higher concentrations of lead if the home was built
13 prior 1978 when lead was banned from household paint in the
14 United States. The reports indicated that the residual ash of
15 burned residential homes and structures has high
16 concentrations of heavy metals that can be toxic and can have
17 significant impact to individual properties, local
18 communities, and watersheds if the ash and debris is not
19 removed safely and promptly. The plan also indicates that the
20 purpose of the structural debris removal program is to remove
21 debris that poses a risk to health and/or the environment.
22 Debris from structures smaller than 120 square feet are not
23 included in the program.

24 T. The Butte County Local Health Officer Dr. Miller has indicated
25 that the Phase II cleanup of the properties containing ash
26 and debris from a qualifying structure mitigates the public

1 health hazards of the Camp Fire. Further, failing to clean
2 properties containing ash and debris from a qualifying
3 structure can have severely negative long term consequences
4 to the public health and environment. Therefore, the focus
5 must be on accomplishment of the Phase II cleanup to address
6 the public health hazards. The standard for determining when
7 a property is clean from ash and debris from a qualifying
8 structure is when the Phase II cleanup work is complete and
9 the property is certified clean by the County Department of
10 Public Health, Environmental Health Division. Ash and debris
11 of qualifying structures is the focus of the Phase II cleanup
12 work. The significance of the public health risks is higher
13 on properties with ash and debris from a qualifying structure.
14 Given the progress the Camp Fire disaster recovery has made
15 with respect to the hazards identified in the findings above,
16 the remaining significant public health hazard is the ash and
17 debris from qualifying structures. Based on the foregoing
18 properties that contain ash and debris from qualifying
19 structures constitute a significant public health risk.
20 Therefore, those properties should be ineligible for
21 temporary emergency housing until Phase II cleanup work is
22 completed on the property and is certified clean by the
23 Department of Public Health, Environmental Health Division.
24 Properties that do not contain ash and debris from a
25 qualifying structure do not pose a significant public health
26 risk and should be eligible for temporary emergency housing.

1 U. Due to the magnitude of the destruction, there is a need to
2 provide for sufficient housing options both inside and
3 outside of the Camp Fire affected area. Thus, on February 4,
4 2019, the Town of Paradise adopted Ordinance No. 575 that
5 repealed Ordinance No. 573 and established an ordinance that
6 temporarily relaxes some building and zoning regulations to
7 allow for additional interim housing both inside and outside
8 of the Camp Fire affected area for displaced persons.

9 V. There exists an immediate need to provide accessory buildings
10 to accommodate storage of personal property of persons
11 displaced by the Camp Fire who own Eligible Property that has
12 been certified clean pursuant to Phase II requirements by the
13 County Department of Public Health, Environmental Health
14 Division. This Ordinance temporarily relaxes some Town zoning
15 regulations to allow for establishment of an accessory
16 building on property both inside and outside of the Camp Fire
17 affected area for the displaced persons for the storage of
18 essential equipment necessary to the recovery from the
19 damages caused by the Camp Fire. Due to the magnitude of the
20 destruction and its related and significant impacts on
21 properties, there is a need to provide displaced property
22 owners with the option of constructing accessory buildings
23 both inside and outside of the Camp Fire affected area without
24 first obtaining building permits for primary residences on
25 their properties.

1 W. It is essential that this Ordinance become immediately
2 effective (1) to mitigate the harm that could be caused to
3 the public health and safety and to the environment from the
4 improper disturbance, removal and/or disposal of debris
5 containing hazardous materials, and to facilitate the orderly
6 response to the Camp Fire disaster; and (2) to allow the
7 fastest possible transition of homeless and displaced
8 residents to interim and long-term shelter; and (3) to allow
9 displaced persons who own Eligible Property certified clean
10 pursuant to Phase II requirements an option to establish an
11 accessory building on their property to better facilitate and
12 further expedite their property maintenance and storage of
13 essential equipment required to allow for the property
14 rebuild process.

15 **Section 4. Purpose.**

16 13,696 homes were destroyed by the Camp Fire in the Town of
17 Paradise and surrounding unincorporated areas. This disaster has
18 created a need for housing on a scale that cannot be accommodated
19 through the existing available housing in the Town. To meet the
20 immediate need for housing, the Town relaxed some building and
21 zoning regulations in a prior Ordinance to allow for additional
22 temporary housing. However, this additional temporary housing may
23 not be sufficient to meet the large and immediate need. This
24 Ordinance relaxes some building and zoning regulations to allow
25 for additional temporary housing inside the Camp Fire affected
26 area. Persons moving back to the area do so at their own risk and

1 should make themselves aware of the health hazards of doing so.
2 The Ordinance allows persons to place temporary housing as well as
3 temporary recreational vehicle storage on an Eligible Property.
4 This Ordinance also provides an option for affected property owners
5 to establish an accessory building on their Eligible Property
6 without first obtaining a building permit for a primary residence.
7 The purpose of this Ordinance is to develop reasonable standards
8 that allow persons to move back into the Camp Fire affected area
9 while a massive debris removal program is implemented and, at the
10 same time, provide interim shelter as well as an option of an
11 accessory building for property maintenance equipment and rebuild
12 materials storage for Town residents on private property during
13 this housing crisis.

14 **Section 5. Definitions.**

15 Except where the context clearly indicates otherwise, the
16 following definitions shall govern the construction of the words
17 and phrases used in this Ordinance:

18 **Accessory Building.** Any structure having a permanent foundation
19 and a roof supported by columns or walls designed, intended and/or
20 used for the protection and storage of personal property associated
21 with a permitted or conditionally permitted Principal Use on the
22 same site.

23 **Camp Fire.** A 153,336-acre wildfire that started near the community
24 of Pulga on November 8, 2018, destroying over 18,000 structures,
25 which forced the evacuation of the Town of Paradise, Berry Creek,
26 Butte Creek Canyon, Butte Valley, Centerville, Cherokee, Concow,

1 Durham, Forest Ranch, Magalia, Pulga, Stirling City, and Yankee
2 Hill, and other areas near the Cities of Chico and Oroville, and
3 proclaimed by the Town Council under Resolution 18-42, as a local
4 emergency, and also proclaimed by then Acting Governor Gavin Newsom
5 as a state of emergency. CAL FIRE maintains a map showing the final
6 boundaries of the Camp Fire and the Camp Fire affected area, as of
7 November 25, 2018 at 100 percent containment.

8 **Cargo Storage Container.** A single metal box made of steel or other
9 similar material, which is designed for securing and protecting
10 items for temporary storage, not exceeding three hundred twenty
11 (320) square feet in size, without utilities, and not used for
12 human habitation.

13 **Director.** The Town of Paradise Director of Emergency Services or
14 his or her authorized representative.

15 **Displaced Person(s).** A Town resident or residents whose
16 residential dwelling has been destroyed or damaged by the Camp
17 Fire, such that the resident(s) cannot occupy the dwelling.
18 Displaced person(s) may be required to provide verification to the
19 Town to substantiate their eligibility for uses, permits and/or
20 approvals described in this Ordinance. Evidence may consist of
21 verification by Federal Emergency Management Agency (FEMA)
22 registration or damage assessment, and/or a driver's license or
23 other government-issued identification card or utility bill, etc.
24 with a physical address showing the resident resided on a property
25 impacted by the Camp Fire, as determined by the Town. Such
26 determination may be made by the Director or other town personnel.

1 **Effective Date.** The date of the Town Council adoption of this
2 Ordinance.

3 **Eligible Property.** A property that does not contain fire debris or
4 hazardous materials from a qualifying structure that was damaged
5 or destroyed by the Camp Fire. Eligible Property shall include (1)
6 parcels with no resulting damage or fire debris from the Camp Fire
7 (2) parcels with fire debris from a structure that was not a
8 qualifying structure that was damaged or destroyed by the Camp
9 Fire and (3) parcels with fire debris or hazardous materials from
10 a qualifying structure that was damaged or destroyed by the Camp
11 Fire, only upon the issuance of a certificate that the parcel has
12 been cleaned pursuant to Phase II requirements by the County
13 Department of Public Health, Environmental Health Division.
14 Temporary housing and/or establishment of an accessory building
15 pursuant to this Ordinance shall be permitted as reflected in the
16 table below:

	Property not damaged by Camp Fire	Property with a non-qualifying structure damaged or destroyed by Camp Fire	Property with a qualifying structure damaged or destroyed by Camp Fire
Prior to completion of Phase II cleanup	Temporary housing allowed	Temporary housing allowed	Temporary housing prohibited

1	Following	Temporary	Temporary housing	Temporary housing
2	completion of	housing allowed	allowed	allowed
3	Phase II cleanup	Accessory	Accessory Building	Accessory
4	(property	Building	Allowed	Building Allowed
5	certified clean by	Allowed	Temporary	Temporary
6	the Department of		recreational	recreational
7	Public Health,		vehicle storage	vehicle storage
8	Environmental		allowed	allowed
9	Health Division)			

10
11 **FEMA.** The Federal Emergency Management Agency or successor agency.

12 **Fire Debris and Hazardous Materials.** Debris, ash, metals, and
13 completely or partially incinerated substances from structures
14 that are located on properties that qualify under the CalOES Debris
15 Removal Program or the Butte County's Alternative Debris Removal
16 Program.

17 **Movable Tiny House.** For the purposes of this Ordinance, a movable
18 tiny house is a structure utilized as living quarters by one
19 household that is licensed by and registered with the California
20 Department of Motor Vehicles, meets the American National
21 Standards Institute (ANSI) 119.5 or ANSI 119.2 (NFPA 1192)
22 requirements and is certified by a qualified third party inspector
23 for ANSI compliance, cannot move under its own power, is not longer
24 than allowed by State law for movement on public highways, has a
25 total floor area of not less than 150 square feet, and has no more
26 than 430 square feet of habitable living space.

1 **Phase I.** The hazardous waste cleanup as defined and discussed in
2 Paragraph R and S of Section 3, Debris Removal, above.

3 **Phase II.** The hazardous waste, fire debris and ash cleanup as
4 defined and discussed in Paragraphs R and S of Section 3, Debris
5 Removal, above.

6 **Qualifying Structure.** A qualifying structure as defined and
7 discussed in Section 3, Debris Removal, above.

8 **Recreational Vehicle.** A motor home, travel trailer, truck camper
9 or camping trailer that is: (1) self-contained with potable water
10 and sewage tanks and designed for human habitation for recreational
11 or emergency occupancy; (2) self-propelled, truck-mounted, or
12 permanently towable on California roadways; and (3) a California
13 Department of Motor Vehicles licensed vehicle, or a similar vehicle
14 or structure as determined by the Director.

15 **Recreational Vehicle Park.** A commercial use providing space for
16 the accommodation of more than two recreational vehicles for
17 recreational or emergency housing, or for transient employee
18 lodging purposes.

19 **Temporary Dwelling.** A temporary dwelling includes a recreational
20 vehicle and a movable tiny house.

21 **Temporary Recreational Vehicle Storage.** The temporary storage of
22 an unoccupied recreational vehicle.

23 **Section 6. Temporary dwellings with utility hook-ups.**

24 Residential use and occupancy by displaced persons of one (1)
25 temporary dwelling on an Eligible Property shall be allowed until
26 September 30, 2021, subject to a temporary use permit issued prior

1 to May 12, 2021 under the authority of this urgency ordinance, and
2 subject to the applicable requirements set forth in Section 8. The
3 Town shall send notices by regular mail or email to the property
4 owners specifying the expiration of the urgency ordinance and the
5 steps necessary to maintain occupancy of the temporary dwelling no
6 later than ninety (90) days prior to September 30, 2021. On and
7 after October 1, 2021, the continued occupancy of a temporary
8 dwelling, as authorized with a temporary use permit, utilizing
9 hook-ups for water, sewage disposal, and/or electricity on an
10 Eligible Property shall be allowed only until December 31, 2021
11 with a temporary use permit directly associated with one of the
12 following: 1) the issuance of a building permit for construction
13 of the permanent dwelling on the Eligible Property, 2) the
14 application of a building permit for construction of the permanent
15 dwelling on the Eligible Property, 3) evidence of a fully signed
16 contract with a licensed building contractor for the construction
17 of a permanent dwelling on Eligible Property, 4) evidence of a
18 signed contract with a manufactured home dealer, 5) confirmation
19 that a property owner is actively working with Town housing
20 specialists, or a State agency, on housing programs, or 6) evidence
21 of a signed contract with a plans designer for construction of a
22 permanent dwelling on Eligible Property and subject to the
23 applicable requirements set forth in Section 8, Standards. The
24 temporary use permit shall be in effect only for the effective
25 period of this Ordinance unless a building permit for the
26 construction of a permanent dwelling has been issued. If a

1 building permit has been issued, the temporary use permit shall be
2 in effect for the same length of time as the building permit for
3 the permanent dwelling.

4 **Section 7. Temporary recreational vehicle storage.**

5 The temporary storage of up to two (2) unoccupied recreational
6 vehicles on an Eligible Property shall be allowed during the
7 effective period of this Ordinance subject to the issuance of a
8 temporary use permit and the applicable requirements set forth in
9 Section 8, Standards. No fee shall be charged for this temporary
10 use permit.

11 **Section 8. Standards.**

12 All residential use of temporary dwellings and storage use of cargo
13 storage containers and/or recreational vehicle storage shall meet
14 the following standards.

15 A. At all times, only a property owner, who owned the
16 property at the time of the Camp Fire, or his or her
17 authorized agent shall obtain all Town permits for all
18 temporary dwellings that are hooked-up to utilities.
19 Written consent of the property owner is required in all
20 cases.

21 B. At all times, residential use of temporary dwellings is
22 limited to recreational vehicles and movable tiny houses
23 not on a permanent foundation and used to house persons
24 displaced by the Camp Fire during the effective period
25 of this Ordinance.

26 C. Use of temporary dwellings is contingent on proof of a

1 damaged or destroyed residence as verified by the
2 Director based on prior final building permit or
3 Assessor's records, or other documentation satisfactory
4 to the Director.

5 D. At all times, temporary dwellings and cargo storage
6 containers or stored recreational vehicles shall be
7 located outside the boundaries of any recorded
8 easements, roads, driveways, designated flood hazard
9 locations, or areas prone to landslide or debris flow.

10 E. At all times, use of a cargo storage container shall be
11 only for storage of personal and household belongings
12 for each temporary dwelling.

13 F. For water hook-ups, the temporary dwelling shall be
14 connected to an approved source of water meeting one of
15 the following criteria:

- 16 1. Public water supply;
- 17 2. Existing well provided that it has been approved by
18 the Department of Public Health, Environmental
19 Health Division as safe for domestic consumption;
20 or
- 21 3. Other water source approved by the Town.

22 G. For sewage disposal hook-ups, the temporary dwelling
23 shall be connected to an approved sewage disposal system
24 meeting one of the following criteria:

- 25 1. Public sewer system;

1 2. A new or existing on-site sewage disposal system
2 that has been approved by the Town to be intact,
3 adequately sized, and functioning correctly;

4 H. For electricity hook-ups, the temporary dwelling shall
5 be connected to an approved source of electricity
6 satisfying the following:

7 1. A permitted power pole and inspected electrical
8 service hook-up.

9 I. At all times the temporary dwelling shall be served by
10 solid waste collection services by the Town franchisee.

11 J. At all times the temporary dwelling shall be in
12 compliance with all Paradise Municipal Code requirements
13 and laws relating to maintenance of real property.

14 **Section 9. Use of accessory residential structures for temporary**
15 **habitation.**

16 For the effective period of this Ordinance, accessory residential
17 structures on an Eligible Property, which also meets Residential
18 Group R occupancies as established by the California Residential
19 Code adopted by the Town, may be used as interim housing for
20 persons displaced by the Camp Fire. During this period, said use
21 shall not be subject to the provisions of existing deed
22 restrictions required by Butte County, but shall remain subject to
23 all other existing regulations and limitations.

24 **Section 10. Use of Accommodations, Farmstays, Bed and Breakfast**
25 **Inns, Resorts, Retreats, Camps or other similar uses.**

1 Notwithstanding any contrary provision in the Paradise Municipal
2 Code or any use permit conditions, use of existing promotional or
3 marketing accommodations, farmstays, bed and breakfast inns,
4 resorts, retreats, camps or other similar visitor serving uses
5 shall be allowed on an Eligible Property as interim housing for
6 persons displaced by the Camp Fire.

7 **Section 11. Waiver of Town Use Permit Requirement for Relocation**
8 **of Damaged Child Care and Educational Facilities.**

9 Notwithstanding any contrary provision in the Paradise Municipal
10 Code, any existing small or large child day care facility or child
11 care center, elementary school, junior high school, high school or
12 institution of higher education that was housed in premises made
13 uninhabitable by the Camp Fire may be temporarily relocated to
14 existing buildings on an Eligible Property in the Eligible
15 Property, subject to a temporary use permit and any existing
16 applicable standards, and subject to a building permit if any
17 renovations are required. Nothing in this Ordinance waives or
18 affects any State law requirements applicable to such facilities.

19 **Section 12. Accessory Building Standards.**

20 Notwithstanding any other provision of Paradise Municipal Code
21 Title 17, while this Ordinance is in effect, an accessory building
22 may be established as a permitted land use prior to the issuance
23 of a building permit for construction of a residence upon an
24 Eligible Property located within all Agricultural Residential,
25 Rural Residential, Town Residential, and Multi-Family zoning
26 districts and shall meet the following standards:

1 A. The accessory building shall not exceed a building
2 coverage area of 10% of the lot size of the affected
3 property located in any of the Agricultural-Residential,
4 Rural Residential, one-acre minimum [RR-1] and Rural
5 Residential two-third acre minimum [RR-2/3] zoning
6 districts.

7 B. The accessory building shall not exceed a building
8 coverage area of 5% of the lot size of the affected
9 property located in any of the Town Residential, Rural
10 Residential, one-half acre minimum [RR-1/2], and
11 Multiple-Family Residential [MF] zoning districts.

12 C. At all times, the accessory building shall be located
13 outside the boundaries of any recorded easements, roads,
14 driveways, designated flood hazard locations, areas prone
15 to landslide or debris flow, and required front, rear and
16 side yard setback areas.

17 D. The accessory building shall be designed and constructed
18 to comply with Wildland Urban Interface [WUI] standards.

19 E. Whenever the accessory building is to exceed a floor area
20 of 120 square feet and/or to be connected to utilities
21 the property owner or the property owner's authorized
22 agent shall obtain all Town permits for subject accessory
23 building(s). Written consent of the property owner is
24 required in all cases.

25 F. Town permit applications for establishment of an
26 accessory building shall include submittal of a subject

1 property plot plan: 1) drawn to a common scale; 2)
2 designed in compliance with the Town's "minimum plan
3 standards" for residential rebuild; and 3) including
4 either a concurrent or future residential dwelling.

5 G. Before the expiration of this Ordinance, all owners of
6 accessory buildings constructed under this Ordinance
7 shall have applied for building permits to construct a
8 primary residence on the owners' property.

9 **Section 13. Infraction and Public Nuisance.**

10 It shall be an infraction and a public nuisance to violate this
11 Ordinance.

12 **Section 14. Public Nuisance Abatement Procedure.**

13 The Town may, in addition to other authorized procedures set
14 forth in this Ordinance, take action to abate such public
15 nuisance in accordance with the following procedures when any
16 person violates this Ordinance:

17 A. The Director, or his or her designee, shall notify, in
18 writing, the property owner of the public nuisance on his or her
19 property.

20 B. The notice shall be effective if it is posted at the
21 property and mailed by certified or registered mail to the owner
22 of record of the property on the last published assessment tax
23 roll of the Butte County Assessor's office. The notice shall
24 specify what constitutes the public nuisance together with an
25 order to abate the public nuisance within a specific time
26 period, advise the property owner of the right to an appeal

1 hearing where the property owner may present evidence in
2 defense, and advise the property owner that the Town may assess
3 the property for the cost of abatement.

4 C. The appeal hearing shall be requested in writing by the
5 property owner to the Town Clerk within ten (10) calendar days
6 after the date on which the notice is mailed. If the property
7 owner fails to request an appeal hearing within such ten (10)
8 calendar days, the abatement notice shall be final.

9 D. After receiving a timely appeal, the Town shall set a
10 noticed hearing on the appeal by an impartial hearing officer.
11 The decision of the hearing officer shall be made in writing
12 within fourteen (14) calendar days after the hearing. The
13 decision of the hearing officer shall be final. If the public
14 nuisance is determined to exist, the hearing officer shall
15 specify in his or her decision the time period for the property
16 owner to abate the public nuisance.

17 E. In any event, if the public nuisance is not abated within
18 the time specified in either the initial notice and order or the
19 hearing officer's decision, the Town may abate the public
20 nuisance in accordance with this Ordinance.

21 F. The Town's costs to abate the public nuisance shall be
22 subject to the procedures set forth in Paradise Municipal Code
23 sections 8.04.100, 8.04.110, 8.04.120 and 8.04.130.

24 **Section 15. CEQA Exemption.**

25 Adoption of this Ordinance is exempt from the provisions of the
26 California Environmental Quality Act (CEQA) pursuant to California

1 Public Resources Code Section 21080(b)(3) regarding projects to
2 maintain, repair, restore, or replace property or facilities
3 damaged or destroyed as a result of a declared disaster and Section
4 21080(b)(4) regarding actions to mitigate or prevent an emergency,
5 and CEQA Guidelines Section 15269(a) regarding maintaining,
6 repairing, restoring, demolishing, or replacing property or
7 facilities damaged or destroyed as a result of a disaster stricken
8 area in which a state of emergency has been proclaimed by the
9 Governor pursuant to the California Emergency Services Act,
10 commencing with Section 8550 of the California Government Code.

11 **Section 16. Severability.**

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

20 **Section 17. Effective Date and Publication.**

21 This Ordinance shall be and the same is hereby declared to be in
22 full force and effect immediately upon its passage by a four-
23 fifths (4/5) or greater vote. The Town Clerk of the Town of
24 Paradise is authorized and directed to publish a summary of this
25 Ordinance before the expiration of fifteen (15) days after its
26 passage. This Ordinance shall be published once, with the names

1 of the members of the Town Council Members voting for and against
2 it, in the Paradise Post, a newspaper of general circulation
3 published in the Town of Paradise, State of California. A complete
4 copy of this Ordinance is on file with the Town Clerk of the Town
5 Council and is available for public inspection and copying during
6 regular business hours in the office of the Town Clerk.

7 **Section 18.** This Ordinance shall expire on December 31, 2021.

8 **PASSED AND ADOPTED** by the Town Council of the Town of Paradise,
9 County of Butte, State of California, on this 11th day of May, 2021
10 by the following vote:

11
12 **AYES:** Greg Bolin, Jody Jones, Rose Tryon and Steve Crowder,
Mayor

13 **NOES:** Steve "Woody" Culleton

14 **ABSENT:** None

15 **ABSTAIN:** None

16
Steve Crowder, Mayor

17 **ATTEST:** *May 17, 2021*

APPROVED AS TO FORM:

18
19 _____
Dina Volenski, CMC,
20 Town Clerk

21 *Mark A. Habib*
Mark A. Habib
22 Town Attorney



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 6(b)

ORIGINATED BY: Susan Hartman, Community Development
Director – Planning & Wastewater

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Assignment of the existing Solid Waste Franchise Agreement between the Town of Paradise and NRWS to USA Waste of California Inc. (dba Waste Management)

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Provide staff with direction on further desired amendments to the solid waste franchise agreement to present to Waste Management and bring back at a future council meeting; **OR**
2. Adopt Town Resolution No., “A Resolution of the Town Council of the Town of Paradise Authorizing the Assignment, Assumption, and Amendment of the Franchise Agreement with Northern Recycling and Waste Service to USA Waste of California, Inc. Subject to Approval from the Town Attorney.”; **OR**
3. Direct an alternative directive to town staff.

Background:

In 2007, the Town of Paradise approved a comprehensive Franchise Agreement with Northern Recycling and Waste Services (NRWS). The agreement requires NRWS to provide solid waste, recycling and vegetative waste collection services for all properties in the Town of Paradise. Other services offered through the franchise agreement include the Household Hazardous Waste Facility (HHW), Reuse Center, and Vegetative Waste Yard. In April 2017, a 10-year extension of the franchise agreement was negotiated with NRWS, with the addition of street sweeping, which extended the term of the franchise agreement to April 30, 2027.

In September 2020, NRWS began discussions with Town staff regarding their financial need to investigate the potential of an assignee for the remainder of the franchise agreement. By May 2021 NRWS and their proposed assignee, Waste Management, were ready to move forward with the assignment process and a proposal of franchise

amendments was presented to the Town Council at a special Council meeting on May 27, 2021.

At that time, the Town Council did not adopt a Resolution to authorize the assignment of the existing franchise agreement but rather, directed staff to re-negotiate with Waste Management over the proposed amendments to the franchise agreement. Specifically, Town Council wanted more effort and consideration given into getting both the green waste yard and the HHW/buy-back center partially operational. Other concerns brought up by Council members included ensuring that customer calls were handled locally, the length of the requested franchise term extension, and that solid waste continue to be disposed of at the County Neal Road facility.

After a working session between NRWS, WM, and Town staff in early June 2021, WM resubmitted a revised amendment of the franchise agreement on June 14, 2021. In that amended proposal, the green waste yard would not be reopened until the residential account number reached 75% of the pre-fire residential accounts. With only 25% of pre-fire accounts currently active and an anticipated average of 350-400 homes completed a year, it would likely take over 10 years to get to 75% of pre-fire accounts (over 9,200 accounts). The HHW facility was proposed to have one collection event a year until such time as 75% of the pre-fire residential accounts were reached and then it would be increased to two HHW collection events a year. Overall, staff did not feel that the resubmittal met the Council's criteria, and the amendment was not brought forward for Council consideration.

A further revised proposal was received from WM on July 13, 2021, with a request from NRWS to carry it forward to Town Council for consideration. The latest revisions remove previously proposed language referencing 75% of pre-fire accounts as a threshold for services as well as proposes to finance the reopening the green waste yard solely through an increased surcharge on all commercial accounts. A copy of the redlined franchise agreement from WM is attached.

Analysis:

Term of Franchise Agreement (Section 2.03)

At the May 27, 2021 Special Council Meeting, Council members were not in agreement regarding the requested automatic 10-year extension on top of the existing 4/30/2027 franchise expiration date. Many Council members felt the request, 15+ years from date of assignment, was too long. Some members verbalized that the assignment should only be for the original term. In response, both the June and July revised proposals reduced the request to a 10-year term from date of assignment, not expiration, with the existing language allowing a 3-year extension, if certain conditions are met, to remain.

Household Hazardous Waste, E-Waste, & Buy-Back Center (Section 4.09)

The current proposed amendments from WM propose to host two annual HHW events. There would still be no buy-back facility for recyclables located in Town.

Disposal, Transfer, and Processing Facilities (Sections 4.21-4.24)

The amendments have been modified to show that solid waste disposal would remain at the Neal Rd facility while recyclables and green waste could be taken to any licensed and permitted site.

Street Sweeping (Section 4.26)

Minor text amendments to accommodate for anticipated future road construction that may temporarily prohibit access to some portions of roadway.

Office and Truck Yard (Section 5.01)

Office and truck yard would be located in Butte County with a local or toll-free number. However, existing franchise agreement language is proposed to be stricken requiring local calls to be directed to the local office, contrary to Council’s request.

Green Waste Yard (Section 5.07)

The reopening of the green waste yard is of very high priority to the Town Council. Much discussion, at the May 27, 2021 special council meeting, centered around the need to reopen the yard and different options to bring that about including the use of a drop box at the yard for green waste collection a few times a month to be hauled to a processing site. The most recent amendment proposal suggests allocating the entire cost of operating the green waste yard to the commercial accounts. If the cost of reopening and operating the green waste yard is in the \$40,000-\$50,000 range, as indicated by NRWS post-fire, the green waste yard surcharge to the commercial accounts would need to rise from \$4.35 a month to approximately \$125 a month based on the current number of active commercial accounts (+/- 320 accounts).

A snapshot of the multiple proposal iterations can be seen below for comparison purposes:

	05/12/2021 Proposal	06/14/2021 Proposal	07/13/2021 Proposal
Term of Agreement (Section 2.03)	April 30, 2037 (automatic 10-year extension of existing 4/30/27 term) with one (1) 3-year extension	2031 (10 years from date of assignment) with up to two (2) 3-year extensions	2031 (10 years from date of assignment) <u>with one (1) 3-year extension</u>
HHW/Buy-Back Center (Section 4.09)	Remove all language regarding the operation of an HHW/ Buy-back facility	1 HHW event per year until residential accts reach 75% of pre-fire accts, then 2 HHW events per year	<u>2</u> HHW events per year
Disposal Facilities (Section 4.21-4.24)	Use any fully licensed and permitted site	Solid waste will stay at the Neal Rd facility, recyclables & yard waste can go to any permitted facility	Solid waste will stay at the Neal Rd facility, recyclables & yard waste can go to any permitted facility
Street Sweeping (Section 4.26)	Minor text modification for ‘up	Minor text modification for ‘up	Minor text modification for ‘up to’ 1,300 annual <u>curb</u>

	to' 1,300 annual miles	to' 1,300 annual miles	miles <u>as directed by the Town</u>
Office & Truck Yard (Section 5.01)	Use regional office and truck yard (Chico)	Regional office & truck yard, nothing to indicate calls will be handled locally as requested by Council	Regional office & truck yard, <u>striking language requiring local calls to be directed to the local office</u>
Green Waste Yard (Section 5.07)	Remove surcharge for the operation of the green waste in anticipation of not reopening the yard	Reopen green waste yard when residential accts reach 75% of pre-fire accts with a mutually agreed upon gate rate	The cost of operating the green waste yard would be subsidized, in its entirety, by the commercial accounts

While interim discussions between the Town and WM have brought about some productive changes, the amendments regarding local phone calls and the modified operation of centralized green waste collection still appear to fall short of the direction of Council. Increasing the commercial surcharge for the green waste yard is certainly an option however, the disproportionality of the financial burden is unlikely to garner support from any Council member or the business community if it even passes legal scrutiny.

Staff seeks Council input on which modification requests meet the intent of their previous verbal direction and which still need to be negotiated between staff and Waste Management. At a minimum, staff would ask Council to allow for further negotiations regarding the operation of the green waste yard. Allocating all operational costs to the commercial accounts is not realistic or supported by staff.

However, If the July 13, 2021 requested amendments by WM are deemed acceptable by a majority of Council, the Town Council Resolution is attached to this staff report to authorize the assignment of the solid waste franchise to Waste Management.

Financial Impact:

The assignment of the existing franchise agreement will not incur any additional general fund expenses.

AMENDED AND RESTATED
FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF PARADISE

AND

NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR

**SOLID WASTE, RECYCLABLE MATERIALS, AND
YARD WASTE COLLECTION, PROCESSING, AND
DISPOSAL SERVICES**

* * * * *

April 30, 2017

**FRANCHISE AGREEMENT
BETWEEN
THE TOWN OF PARADISE
AND
NORTHERN RECYCLING AND WASTE SERVICES, LLC
FOR
SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE
COLLECTION, PROCESSING AND DISPOSAL SERVICES**

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12.19	INSERTED PROVISIONS.
12.20	EXECUTION.
12.21	NON-DISCRIMINATION.
12.22	DISPUTE RESOLUTION.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

13.01	COMPANY STATUS.
13.02	COMPANY AUTHORIZATION.
13.03	AGREEMENT WILL NOT CAUSE BREACH.
13.04	NO LITIGATION.
13.05	NO ADVERSE JUDICIAL DECISIONS.
13.06	ABILITY TO PERFORM.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.01	ENTIRE AGREEMENT.
14.02	SECTION HEADINGS.
14.03	REFERENCES TO LAWS AND OTHER AGREEMENTS.
14.04	INTERPRETATION.
14.05	AGREEMENT.
14.06	SEVERABILITY.
14.07	EXHIBITS.
14.08	ATTORNEYS' FEES.
14.09	COMPILATION OF INFORMATION FOR STATE LAW PURPOSES.

14.10 DEFINITIONS.

14.11 COUNTERPARTS.

EXHIBITS

Definitions..... Exhibit A
Town’s Facilities/Special Events..... Exhibit B
Contractor Public Education Plan Exhibit C
Payments to Town..... Exhibit D
Rate Adjustment Methodology Exhibit E
Solid Waste Collection Rate Schedule..... Exhibit F
Notary Certification..... Exhibit G
Street Sweeping Program Exhibit H

46
47 **Whereas;** the Town desires to continue the Agreement with Contractor based on the strength
48 of its plan to provide the desired services and the ability of those services to meet the Town’s
49 diversion goals and comply with the requirements of the Act; and,
50
51 **Whereas;** Contractor agrees to and acknowledges that it shall arrange for the proper Disposal
52 of all Solid Waste collected in the Town’s Service Area and the Town is not instructing
53 Contractor how to Collect, transport, process and / or Dispose of Solid Waste, Recyclable
54 Materials, and Yard Waste; and,
55
56 **Whereas;** Town and Contractor desire to leave no doubts as to their respective roles, and that
57 by entering into this Agreement, the Town is not thereby becoming a “generator” or
58 “arranger” as those terms are used in CERCLA 107 (a)(3), and that it is Contractor, not the
59 Town, which is “arranging for” the Collection of Solid Waste, Recyclable Materials, and Yard
60 Waste, the transportation of such material to appropriate places of processing, Recycling,
61 Composting, and/or Disposal, and the Processing of Recyclable Materials and Yard Waste;
62 and,
63
64 **Whereas;** this Agreement has been developed by and is satisfactory to the parties.
65
66 **NOW, THEREFORE,** in consideration of the mutual promises, covenants, and conditions
67 contained in this Agreement and for other good and valuable consideration, the parties agree
68 as follows:
69

70 **ARTICLE 1**
71 **DEFINITIONS**

72
73 Unless the context otherwise requires, capitalized terms used in this Agreement will have the
74 meanings specified in Exhibit A to this Agreement, which is attached hereto and incorporated
75 by reference.

76
77 **ARTICLE 2**
78 **GRANT AND ACCEPTANCE OF AGREEMENT**

79
80 **2.01 Grant and Acceptance of Franchise.**

81 Subject to Sections 2.04 and 2.06, the Town hereby grants to Contractor the exclusive
82 right and privilege to Collect, transport, process and / or Dispose of Solid Waste,
83 Recyclable Materials, and Yard Waste accumulating in Service Area that is required to
84 be accumulated and offered for Collection to Contractor in accordance with Paradise
85 Municipal Code Chapter 8.08 and this Agreement. Contractor hereby accepts the
86 terms and conditions set forth in this Agreement.
87

88 **2.02 Effective Date and Commencement Date.**

89 The Effective Date of this Agreement shall be April 30, 2017.

90
91 The Commencement Date shall be May 1, 2017, and shall be the date on which the
92 Contractor initiates provision of the Franchised Services required by this Agreement.
93

94 Between the Effective Date and the Commencement Date, Contractor shall perform all
95 activities necessary to prepare itself to start services required by this Agreement on the
96 Commencement Date.
97

98 **2.03 Term.**

99 The term of this Agreement shall commence at midnight April 30, 2017, and shall end
100 at midnight April 30th, 2031~~27~~, unless terminated as provided in Section 11.02. In
101 addition, the term of this Agreement may be extended for an additional three (3) years
102 subject to the following conditions:

- 103 **A.** Rates shall not have increased by more than the change in the "California
104 Consumer Price Index pursuant to Section 6.03B.
105 **B.** Contractor shall receive a favorable rating by more than 85% of respondents to a
106 customer satisfaction survey performed in the fourth and seventh year of this
107 Agreement.
108 **C.** The Town shall be in compliance with AB939 and not under any penalty.
109 **D.** Liquidated damages as provided in Section 11.03 through the sixth year of the term
110 of this Agreement shall not exceed \$30,000.
111
112
113

114 **2.04 Conditions to the Effectiveness of Agreement.**

115 The obligation of the Town to permit this Agreement to become effective and to
116 perform its undertakings provided for in this Agreement is subject to the satisfaction
117 of each and all of the conditions set out below, each of which may be waived in whole
118 or in part by the Town at its sole discretion.

119
120 **A. Accuracy of Representations.** Representations and warranties made by
121 Contractor throughout this Agreement are accurate, true and correct on and as of
122 the Effective Date of this Agreement. Any information submitted to the Town
123 supplementary thereto, on which the Town has relied in awarding this franchise to
124 Contractor and entering into this Agreement, does not contain any untrue
125 statement of a material fact nor omit to state a material fact necessary in order to
126 make the statements made, in light of the circumstances in which they were made,
127 nor is misleading.

128
129 **B. Absence of Litigation.** There is no litigation pending in any court challenging
130 the award of this Franchise to Contractor or the execution of this Agreement or
131 seeking to restrain or enjoin its performance.

132
133 **C. Furnishing of Insurance and Bonds.** Contractor has furnished evidence of the
134 insurance and performance bond required by Article 9.

135
136 **D. Effectiveness of Town Council Action.** The Town has the authority to enter
137 into and perform its obligations under this Agreement. The Town has taken all
138 actions required by law or otherwise to authorize the execution of this Agreement.
139 The Persons signing this Agreement on behalf of the Town have the authority to
140 do so. The Town's Resolution No. 17- (Town) approving this
141 Agreement, shall have become effective pursuant to California law on or before the
142 Effective Date.

143
144 In the event that any condition set forth in this Section 2.04 is not satisfied or
145 waived, by the Effective Date, by the Town, this Agreement shall be void and shall
146 have no further force or effect. The Town may waive the satisfaction of conditions
147 described in this Section 2.04, allow this Agreement to become effective, and
148 exercise its rights and remedies under this Agreement for Contractor's failure to
149 deliver the bond and/or evidence of insurance. Each party is obligated to perform
150 in good faith the actions, if any, which this Agreement requires it to perform before
151 the Effective Date and to cooperate towards the satisfaction of the conditions set
152 forth above.

153
154 **2.05 Scope of Franchise.**
155 Subject to Section 2.06, the Franchise granted to Contractor shall be exclusive for all
156 Solid Waste, Recyclable Materials, and Yard Waste generated in the Service Area,
157 except where otherwise precluded by Federal, State and local laws and regulations or

158 where other current programs provide for Collection and handling of Household
159 Hazardous Waste and/or electronic waste.
160

161 **2.06 Limitations to Scope.**

162 The Agreement for the Collection, transportation, processing, and /or Disposal of
163 Solid Waste, Recyclable Materials, and Yard Waste granted to Contractor shall be
164 exclusive except as described in this Section 2.06. The award of this Agreement shall
165 not preclude the categories of Solid Waste, Recyclable Materials and Yard Waste listed
166 below from being delivered to and/or Collected and transported by others. However,
167 nothing in this Agreement is intended to or shall be construed to excuse any Person
168 from obtaining any authorization from the Town which is otherwise required by law:
169

- 170 A. Solid Waste, Recyclable Materials and Yard Waste, which are removed from
171 any Premises by the Waste Generator, and which are transported personally by
172 the Owner or Occupant of such Premises or by his or her full-time employees or a
173 contractor whose removal of the Solid Waste, Recyclable Materials and/or Yard
174 Waste are incidental to the service being performed;
175
- 176 B. Collection and Processing of Recyclable Materials not specifically included in
177 the definition of Recyclables in Exhibit A;
178
- 179 C. Recyclable Materials and Yard Waste which are Source Separated at any
180 Premises by the Waste Generator and donated to youth, civic, or charitable
181 organizations;
182
- 183 D. Source Separated Recyclable Materials generated in the Service Area that are
184 placed in Containers, collected through a private arrangement with the Generator
185 and the Generator is compensated for the Recyclable Materials Collected;
186 provided, however, that the Owner or Occupant of such Premises shall be
187 required to subscribe to and pay for the basic level of service provided by
188 Contractor. For the purposes of this Agreement, Source Separated loads are loads
189 that consist of 90% or more by weight or volume (whichever is greater) of Source
190 Separated Recyclable Materials or Yard Waste. If Contractor can document that
191 other recyclers are servicing Collection Containers that contain less than 90%
192 Source Separated Recyclable Materials or Yard Waste, it shall report the location
193 and the name of the recycler to the Town along with Contractor's evidence of the
194 violation of the exclusiveness of this Agreement;
195
- 196 E. Containers delivered for Recycling under the California Beverage Container
197 Recycling Litter Reduction Act, California Public Resources Code Section 14500,
198 et. seq.;
- 199
- 200 F. Yard Waste removed from Premises by gardening, landscaping, or tree-
201 trimming contractors as an incidental part of a total service offered by that
202 contractor rather than as a hauling service;

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- G. Construction Debris and Demolition Debris which is removed from any Premise by employees of the construction or demolition contractor, using equipment owned by the contractor;
 - H. Solid Waste generated by public schools and other State institutions located within the Service Area;
 - I. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
 - J. By-products of sewage treatment, including sludge, sludge ash, grit and screenings;
 - K. Abandoned cars that are removed from any Premises by a licensed towing Contractor authorized to do so by the Town; and,
 - L. Hazardous Waste, including Household Hazardous Waste (HHW), and Designated Waste regardless of its source.
 - M. Material removed pursuant to a nuisance abatement or court order.
 - N. Clean up services including removal of Rubbish from residential or commercial Premises where all of the following conditions are met:
 - 1. The person who transports the Rubbish for Disposal or Processing is the person who actually enters on the customer's premises and performs the clean-up services, loads the Rubbish directly to the transportation vehicle, and removes the Rubbish from the premises
 - 2. The Rubbish is not stored in a debris box, roll-off box, a container designed to be emptied by a Collection Vehicle, or a container provided by the person performing the services.
 - 3. The services are provided to the particular premises on a temporary basis, not on a regular or on-going basis.
 - O. Any services not specifically identified in Section 2.05.

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This grant to Contractor of an exclusive right and privilege to Collect, transport, process and / or Dispose of Solid Waste, Recyclable Materials, and Yard Waste shall be interpreted to be consistent with State and Federal laws, now and during the term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future court interpretations of current law or new laws, regulations, interpretations or trends limit the ability of the Town to lawfully provide for the scope of services as specifically set forth in this Agreement,

248 Contractor agrees that the scope of the Agreement shall be limited to those services
249 and materials which may be lawfully provided and that the Town shall not be
250 responsible for any lost profits or losses claimed by Contractor to arise out of
251 limitations of the scope of the Agreement. In such an event, it shall be the
252 responsibility of Contractor to minimize the financial impact to other services being
253 provided as much as possible.
254

255 **2.07 Additional Services and Modifications to Service**

256
257 **A. General.** The Town shall have the right to direct Contractor to perform
258 additional services (including new diversion programs, billing services, etc.) or to
259 modify the manner in which it performs existing services, including directing the
260 Contractor in the end use of Yard Waste. Pilot programs and innovative services
261 which may entail adding additional Recyclable Materials to existing programs,
262 new Collection methods, targeted routing, different kinds of services and/or new
263 requirements for Waste Generators are included among the kinds of changes which
264 the Town may direct. Contractor shall be entitled to an adjustment in its
265 compensation in accordance with Article 6 for providing such additional or
266 modified services.
267

268 The Town may adopt an ordinance for Construction and Demolition Debris
269 Diversion during the term of this Agreement. It is expected the ordinances will
270 mandate a 50% Diversion Goal based upon the material being taken to a Certified
271 Processing Facility through a contract with the Generator.
272
273

274 **B. New Diversion Programs.** Contractor shall present, within 30 days of a request
275 to do so by the Town, a proposal to provide additional or expanded diversion
276 services. At a minimum, the proposal shall contain a complete description of the
277 following:
278

- 279 1. Collection methodology to be employed (equipment, manpower, etc.).
- 280 2. Equipment to be utilized (number and types of vehicles, capacity, age, etc.).
- 281 3. Labor requirements (number of employees by job classification).
- 282 4. Type of materials containers to be utilized.
- 283 5. Provision for program publicity/education/marketing.
- 284 6. Estimate of the tonnage to be diverted and the methodology for determining
285 that diverted tonnage.
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292 7. Five-year projection of the financial results of the program's operations in a
293 balance sheet and operating statement format including documentation of
294 the key assumptions underlying the projections and the support for those
295 assumptions, giving full effect to the savings or costs to existing services.
296

297 **C. Town's Right to Permit Others to Provide Services.** Contractor acknowledges
298 and agrees that the Town shall have the right to permit other Persons besides
299 Contractor to provide additional Solid Waste services not otherwise contemplated
300 under Section 2.05 and 2.06 of this Agreement if Contractor and the Town cannot
301 agree on terms and conditions of such services in one hundred twenty (120) days
302 from the date when the Town first request a proposal from Contractor to perform
303 such services.
304

305 **2.08 Town's Right to Direct / Ownership of Solid Waste.**

306 Once Solid Waste, Recyclable Materials and/or Yard Waste is placed in Containers
307 and properly placed at the Collection location, ownership and the right to possession
308 shall transfer directly from the Waste Generator to Contractor by operation of this
309 Agreement. Contractor is hereby granted the right to retain, recycle, process, Dispose
310 of, and otherwise use such Solid Waste, Recyclable Materials or Yard Waste, or any
311 part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.
312 This right shall be subject to: 1) Contractor's obligation to meet both the Town's and
313 AB 939's diversion goals; and, 2) the Town's right to direct Contractor to process Solid
314 Waste, Recyclable Materials or Yard Waste at a particular licensed Facility or to
315 Dispose of Solid Waste, Recyclable Materials or Yard Waste at a particular licensed
316 Disposal Site, if and only if the Town exercises such right by providing specific written
317 direction to Contractor. Subject to Article 6 and the other provisions of this
318 Agreement, Contractor shall have the right to retain any benefit resulting from its right
319 to retain, recycle, process, dispose of, or reuse the Solid Waste, Recyclable Materials or
320 Yard Waste, which it Collects. Solid Waste, Recyclable Materials or Yard Waste, or
321 any part thereof, which is disposed of at a Disposal Site, Transfer Station, Material
322 Recovery Facility or other Facilities shall become the property of the owner or operator
323 of the Disposal Site(s) once deposited at Facilities by Contractor. The Town may obtain
324 ownership or possession of Solid Waste, Recyclable Materials or Yard Waste placed
325 for Collection upon written notice of its intent to do so; provided, however, nothing in
326 this Agreement shall be construed as giving rise to any inference that the Town has
327 such ownership or possession unless such written notice has been given to Contractor.
328

329 Notwithstanding the provisions of Section 2.08 or any other provision of the Franchise
330 Agreement (including Sections 4.21-4.24), Contractor may deliver Recyclable Materials
331 or Yard Waste for processing or disposal to any fully licensed and permitted Disposal
332 Site, Transfer Station, Material Recovery Facility, or other Facilities.
333
334

335 **ARTICLE 3**
336 **FRANCHISE AND OTHER FEES**
337

338 **3.01 Franchise Fee Amount.**

339 In consideration of the exclusive Franchise provided in Section 2.05 of this Agreement,
340 Contractor shall pay to the Town the Franchise Fee in accordance with the schedule on
341 Exhibit D. Payment shall be calculated as a percentage (%) of Gross Revenues
342 Collected (or another amount as provided in Section 3.05) by the Contractor from
343 services provided in the Service Area.
344

345 **3.02 Intentionally Blank.**
346
347

348 **3.03 Other Fees.**

349 The Town shall have the right to set Other Fees, as it deems necessary. Any such fees
350 shall be reflected in the rates that Contractor is allowed to charge and collect from
351 service recipients. The time and method of payment shall be set similar to Section 3.04
352 below.
353

354 **3.04 Time and Method of Payment.**

355 On or before the twentieth (20th) day after the end of each calendar quarter during the
356 Term of this Agreement, Contractor shall remit to the Town the Franchise Fees, Vehicle
357 Impact Fee, and Other Fees amount. Each quarterly remittance to the Town shall be
358 accompanied by a statement detailing the basis for the Franchise Fee, Vehicle Impact
359 Fee, and Other Fees calculation. If the Fees are not paid on or before the twentieth
360 (20th) day after any calendar quarter, Contractor shall pay to the Town a late payment
361 penalty in an amount equal to two percent (2%) of the amount owing for that quarter.
362 Contractor shall pay an additional two percent (2%) owing on any unpaid balance for
363 each following thirty (30) day period the fee remains unpaid. The late payment
364 penalty amounts are not intended as interest on debt, but rather are intended as a
365 predetermined penalty for failure to meet an obligation under this Agreement.
366

367 **3.05 Adjustment to Fees.**

368 The Town may adjust the amount of any fee annually. Such adjustment shall be
369 reflected in the rates that Contractor is allowed to charge and Collect from service
370 recipients.
371
372

**ARTICLE 4
DIRECT SERVICES**

4.01 General.

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether or not enumerated elsewhere in the Agreement.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Article, whether or not such other aspects are enumerated elsewhere in the Agreement .

4.02 Solid Waste Collection.

A. Single-Family Dwellings Collection. For single-family dwelling service, Contractor shall Collect Solid Waste from the Contractor-provided Containers placed for Collection by the Waste Generator at the Curbside or in an approved other location, not less than once per week. Standard Collection service shall be once per week Curbside Collection unless another method is approved by the Town.

B. Commercial, Industrial, Institutional and Multi-Family Residential Complex Collection. For commercial, industrial, institutional and multi-family residential complex services, Contractor shall Collect Solid Waste from Contractor-provided Containers not less than once per week. Special consideration shall be given when determining the pick up area for Commercial, Industrial, Institutional, and/or Multi-Family Residential Complex accounts to ensure that the flow of traffic is not impeded and that it does not result in an aesthetic degradation of an area. The designated pick-up area, if disputed by service recipient or Contractor, shall be determined by the Town. Additionally, if in the Town's opinion the location of an existing pick up area is inappropriate, the Town may require the service recipient or Contractor to relocate the pick up area.

C. Town Facilities' Collection. Contractor shall Collect, transport and Dispose of all Solid Waste generated at public facilities according to the specified service levels identified in Exhibit B. Contractor shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections from

418 bins and debris boxes shall be scheduled at a time mutually agreed upon by
419 Contractor and the Town.

420
421 At no cost to Town, Contractor shall provide to the Town, at Town's direction,
422 additional Collections services to the Town entailing:

- 423
424 1. Collection of Solid Waste and Recyclable Materials from all public sidewalk
425 litter or Recycling Containers;
- 426
427 2. Collection of Solid Waste, Recyclable Materials and Yard Waste from
428 Town's facilities and parks;
- 429
430 3. Collection of materials from Town related debris boxes as directed by the
431 Town except for related disposal fees;
- 432
433 4. Collection of Solid Waste, Recyclable Materials and Yard Waste at a
434 maximum of four (4) annual Special Events (Johnny Appleseed Days, Gold
435 Nugget Days, Chocolate Festival and one to be determined) designated by
436 the Town; and,
- 437
438 5. Review of plans for land use or property developments with regard to Solid
439 Waste service issues.

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442
443 **D. Permanent Containers/Debris Box Service.** Contractor shall provide
444 permanent /debris box Containers for the purpose of Collection of Solid Waste.
445 Contractor shall deliver to and Collect debris boxes from the location identified by
446 the service recipient. Containers shall be free of graffiti and in good repair.
447 Containers shall be clearly marked and identifiable as belonging to Contractor.
448 Special consideration shall be given when determining the pick up area for
449 temporary Containers to ensure that the flow of traffic is not impeded and that it
450 does not result in aesthetic degradation of an area. The designated pick up area, if
451 disputed by service recipient or Contractor, shall be determined by the Town.
452 Additionally, if in the Town's opinion the location of an existing pick up area is
453 inappropriate, the Town may require the service recipient or Contractor to relocate
454 the pick up area.

455
456 **4.03 Recyclable Materials Collection.**

457
458 **A. Residential Recyclable Materials Collection.** Contractor shall Collect and
459 remove all Recyclable Materials placed in Recycling Containers at the designated
460 Collection locations for Waste Generator's residing in Single Family Dwellings and
461 Multi-Family Residential Complex. It is understood that all Single-Family
462 Residential Dwelling's Recyclable Materials Collection service shall be provided at

463 Curbside. Contractor shall work with Residential service recipients to determine
464 mutually acceptable Collection locations to both parties in the event inaccessible to
465 collection service vehicles exist.

466
467 Recyclable Materials Collection from Residential Waste Generators within the
468 Service Area shall be weekly or bi-weekly, as determined by the Town. Residential
469 Recyclable Materials Collection shall be on the same day of the week as Solid Waste
470 Collection service. The Collection day may change if prior written approval is
471 received from the Town. Contractor shall notify Recycling service recipients, as is
472 done for regular service, regarding holiday Collection schedules. At a minimum,
473 Contractor shall collect: aluminum cans, glass bottles and jars, metal cans and
474 narrow neck plastic containers (plastic 1 & 7), and newspaper, mixed paper
475 (including but not limited to magazines, junk mail, brown paper bags, and white
476 and colored paper), and corrugated cardboard. The Town reserves the right per
477 Section 2.07 to direct Contractor to add to the list of materials to be collected and
478 described above and to perform additional Residential Recycling services.

479
480 **B. Commercial Recyclable Materials Collection.** Contractor shall Collect
481 Recyclable Materials including organic waste, from Commercial Premises as
482 scheduled by Customer in a Contractor-provided Container at no additional cost
483 in accordance with Public Resources Code Chapter 12.9 commencing with 42649.8
484 and Chapter 12.8 commencing with Section 42649. Contractor shall actively and
485 regularly promote this program to ensure that all potential service recipients are
486 aware of this service and shall offer reasonable assistance to help such potential
487 service recipients participate. Collection shall be performed at a time mutually
488 agreed upon by Contractor and the Waste Generator or Owner of the property.
489 The Town reserves the right per Section 2.07 to direct Contractor to add to the list
490 of materials to be collected as part of this program.

491
492 **4.04 Yard Waste Program.**

493
494 **A. Yard Waste Collection.** Contractor shall Collect Yard Waste from Residential
495 Waste Generators within the Town's Service Area weekly or bi-weekly as
496 determined by the Town. Yard Waste Collection shall be on the same day as the
497 Collection of Solid Waste. The Collection day may change if prior written approval
498 is received from the Town. Contractor will notify service recipients at least two (2)
499 weeks in advance of any scheduled Yard Waste and Recycling Collection day
500 change(s), including those required due to route changes and holidays such as
501 Labor Day, Thanksgiving, Christmas, and New Year's Day.

502
503 All Yard Waste must fit safely within a standard Yard Waste Container provided
504 by Contractor. As part of its educational activities specified in Section 5.04,
505 Contractor shall instruct residents as to any necessary preparation of Yard Waste,
506 such as the cutting of large items, and the appropriate use and placement of Yard
507 Waste Containers.

508
509 **B. End Uses for Yard Waste.** Contractor agrees to develop, implement, operate,
510 and participate (locally and regionally) in mulching, composting, land application,
511 alternative daily cover, or other programs necessary to achieve the Town's Yard
512 Waste diversion requirements. In accordance with Section 2.07.A, the Town
513 reserves the right to direct Contractor in the end use of Yard Waste.

514
515 Contractor shall provide end uses for Yard Waste that maximize diversion credits
516 according to regulations established by the California Integrated Waste
517 Management Board. Also, Contractor shall make end products (compost or mulch)
518 available to Town residents at a cost to residents to be determined by the Town and
519 the cost of providing these products shall be an allowable operating expense. In
520 addition to these uses of Yard Waste, Contractor agrees to be aggressive in the
521 pursuit of new cost-effective opportunities to divert Yard Waste from Disposal and
522 to maximize the distribution of Yard Waste among approved diversion methods.
523

524 **4.05 Materials Processing Operations.**

525
526 **A. Construction/Demolition Debris Diversion Program.** Contractor shall identify
527 and direct loads of Construction Debris and/or Demolition Debris and other
528 selected debris box Containers containing recoverable materials to a
529 Construction/Demolition Debris processing operation. ~~The Construction Debris /~~
530 ~~Demolition Debris processing operation Contractor has designated shall be the C~~
531 ~~& D Facility owned by Recology, or as directed by Town. In accordance with Section~~
532 ~~2.08, the Town reserves the right to direct Contractor to process Solid Waste,~~
533 ~~Recyclable Materials and/or Yard Waste at a particular licensed Facility.~~
534 Contractor agrees to process such loads for purposes of recovering Recyclable
535 Materials. Contractor shall also provide the Town with an accounting of the total
536 tons processed and recovered as part of its Construction/Demolition Debris
537 processing operation as part of its annual reporting requirements. Any and all
538 compensation due the Contractor for this service is provided for in the Solid Waste
539 Collection Rate Schedule (Exhibit F).

Commented [MEE1]: Consistent with revision to 2.08

540
541 **B. Material Recovery Facility Processing Capacity.** Contractor shall identify and
542 direct targeted loads of Solid Waste and Recyclable Materials from within the
543 Service Area to a Material Recovery Facility processing operation. ~~The Material~~
544 ~~Recovery Facility Contractor has designated shall be the City of Napa MDF owned~~
545 ~~by the city of Napa. In accordance with Section 2.08, the Town reserves the right to~~
546 ~~direct Contractor to process Solid Waste, Recyclable Materials and/or Yard Waste~~
547 ~~at a particular licensed Facility.~~ Contractor agrees to process such loads for
548 purposes of recovering Recyclable Materials. Contractor shall also provide the
549 Town with an accounting of the total tons processed and recovered as part of its
550 Material Recovery Facility processing operation as part of its annual reporting
551 requirements. Any and all compensation due the Contractor for this service is
552 provided for in the Solid Waste Collection Rate Schedule (Exhibit F).

Commented [MEE2]: Consistent with revision to 2.08

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4.06 Collection Locations.

It is understood that all Solid Waste, Recyclable Materials and Yard Waste Collection services shall be provided at Curbside, with the following exceptions:

- A. On-property collection of Solid Waste, Residential Recyclable Materials, and Yard Waste shall be provided by Contractor to residents who are physically unable to place the cart Curbside. Resident shall present to Contractor a medical waiver from a physician. Such medical waiver shall be updated annually and the Contractor will send a notice to the customer reminding them to get a new waiver. Information about this option shall be provided by the Contractor upon request. Contractor will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to the Town prior to distribution to service recipients. New service recipients shall be notified of this option upon requesting service.
- B. Residents of Multi-Family Residential Complexes of two (2) to four (4) units will use the same Collection Containers as residents of Single Family Dwellings. Contractor shall Collect these Containers at Curbside. Residents of Multi-Family Residential Complexes of five (5) or more units may also use the same Containers as residents of Single Family Dwellings or may be provided with larger Containers such as bins, which shall be Collected in a central location reasonably accessible by Collection vehicles.

4.07 Failure to Collect.

- A. **Solid Waste.** When Solid Waste is not Collected by Contractor from any service recipient, Contractor shall notify its service recipient in writing, at the time Collection is not made, through the use of a “tag” or otherwise, of the reasons why the Collection was not made.
- B. **Recyclable Materials or Yard Waste.** Contractor may choose not to Collect Recyclable Materials or Yard Waste that contain ten percent (10%) by volume or greater of Solid Waste, subject to Contractor’s best efforts to educate the public. Contractor shall issue written warning notices to such service recipients stating the reason(s) why their Recyclable Materials and/or Yard Waste were not Collected. Monthly, Contractor shall report to the Town any warning notices issued. Contractor shall take direction from the Town with regard to termination or reinstatement of service to a service recipient. Contractor may refuse to Collect Recyclable Materials or Yard Waste from, and shall not be obligated to continue to provide any Recyclable Materials or Yard Waste Container to, any service recipient who, after efforts to re-educate the service recipient and the second written warning in a twelve (12) month period, fails to sort Recyclable Materials or Yard

596 Waste from other Solid Waste and/or fails to properly set out their Recyclable
597 Materials or Yard Waste Container.

598

599 **4.08 Marketing of Recyclable Materials and Yard Waste.**

600 Contractor shall be responsible for delivering Recyclable Materials and Yard Waste
601 Collected pursuant to this Agreement to the Facilities for processing, marketing, sale,
602 donation, or reuse of all such materials.

603

604 Contractor shall prepare, submit to the Town for approval, and maintain a marketing
605 plan for all Recyclable Materials and Yard Waste Collected by Contractor under this
606 Agreement. The approved marketing plan for Recyclable Materials and Yard Waste
607 service shall be in place with the execution of this Agreement and at the time of
608 beginning any expanded service. The marketing plan shall fully describe Contractor's
609 marketing methods and approach, targeted primary and contingent markets, pricing
610 policy, and assumed salvage value or cost for each Collected type of Recyclable
611 Materials and Yard Waste.

612

613 **4.09 Cleanups**

614 **A. Annual Cleanups.** The Town elects to have Contractor provide two
615 community-wide pre-scheduled cleanups per year during periods mutually
616 established by Contractor and the Town.

617

618 **B. Household Hazardous Waste, E-Waste, Oil, Universal Waste and Paint**
619 **Collection.** ~~Contractor shall provide two Household Hazardous Waste collection~~
620 ~~events per year. Contractor shall provide a permanent Household Hazardous~~
621 ~~Waste facility within the Town. Such facility shall serve as a drop off site for E-~~
622 ~~Waste and Universal Waste and a buy-back center. The facility operating hours~~
623 ~~may be limited subject to the prior approval of the Town.~~

624

625 **4.10 Operations.**

626

627 **A. Schedules.** Except as provided in Paradise Municipal Code Section 9.18.250,
628 residential Solid Waste, Residential Recyclable Materials and Yard Waste shall be
629 collected on weekdays between 6:00 AM and 6:00 PM. To preserve peace and quiet,
630 no Solid Waste, Recyclable Materials, or Yard Waste shall be Collected from or
631 within two-hundred (200) feet of Residential Premises between 6:00 P.M. and 6:00
632 A.M. on any day. Collection of Solid Waste and Recyclables from Commercial,
633 industrial and institutional properties shall be scheduled subject to the prior
634 approval of the Town.

635

636 Contractor shall review its operations plan outlining the Collection routes,
637 intervals of Collection and Collection times for all materials Collected under this
638 Agreement with the Town or its representatives at least annually. The Town may
639 require more frequent reviews if Contractor's operations are not satisfactorily

640 performed based on documented observations or reports or Complaints. If the
641 plan is determined to be inadequate by the Town, Contractor shall revise the plan
642 incorporating any changes into a revised plan and review the revised plan with the
643 Town within thirty (30) calendar days.
644

645 When notified of a missed pick-up, Contractor shall Collect the Solid Waste,
646 Recyclable Materials or Yard Waste on the same day, if possible, but in no case
647 more than one (1) working day (24 hours) after receipt of notice.
648

649 **B. Vehicles.**

650 **1. Specifications.** All vehicles used by Contractor in providing Solid Waste,
651 Recyclable Materials and Yard Waste Collection services shall be registered
652 with the California Department of Motor Vehicles. All such vehicles shall
653 have bodies designed to prevent leakage, spillage and/or overflow.
654

655 **2. Vehicle Identification.** Contractor's name, local telephone number, and
656 a unique vehicle identification number designed by Contractor for each
657 vehicle shall be prominently displayed on all vehicles, in letters and
658 numbers no less than two and one-half (2 1/2) inches high. Contractor shall
659 not place Town's name or Town's logo on Contractor vehicles. Vehicles
660 used solely for the Collection of Recyclable Materials and Yard Waste shall
661 be labeled to indicate those are the Collected materials.
662

663 **3. Cleaning and Maintenance.**

664 **a.** Contractor shall maintain all of its properties, vehicles, facilities, and
665 equipment used in providing service under this Agreement in a good,
666 safe, neat, clean and operable condition at all times.
667

668 **b.** Vehicles used in the Collection of Solid Waste, Recyclable Materials and
669 Yard Waste shall be painted, thoroughly washed, and thoroughly steam
670 cleaned on a regular basis so as to present a clean appearance. The
671 Town may inspect vehicles at any time to determine compliance with
672 this Agreement. Contractor shall also make vehicles available to the
673 Butte County Health Department for inspection, at any frequency it
674 requests.
675

676 **c.** Contractor shall repaint or refurbish to the reasonable satisfaction of the
677 Town all vehicles used in the Collection of Solid Waste, Recyclable
678 Materials and Yard Waste within thirty (30) days' notice from the Town,
679 if the Town determines that their appearance warrants painting.
680

681 **d.** Contractor shall inspect each vehicle daily to ensure that all equipment
682 is operating properly. Vehicles that are not operating properly shall be
683
684

685 removed from service and repaired. Contractor shall perform all
686 scheduled maintenance functions in accordance with the
687 manufacturer's specifications and schedule. Contractor shall keep
688 accurate records of all vehicle maintenance, recorded according to date
689 and mileage and shall make such records available to the Town upon
690 request.

691
692 e. Contractor shall repair, or arrange for the repair of, all of its vehicles and
693 equipment for which repairs are needed because of accident,
694 breakdown or any other cause so as to maintain all equipment in a safe
695 and operable condition. Contractor shall maintain accurate records of
696 repair, which shall include the date and mileage, nature of repair and
697 the verification by signature of a maintenance supervisor that the repair
698 has been properly performed.

699
700 f. Contractor shall furnish sufficient equipment to provide all service
701 required under this Agreement, including back-up Collection vehicles.
702 Contractor shall furnish within thirty (30) days of request to the Town,
703 a written inventory of all equipment, including Collection vehicles,
704 used in providing service, and shall update the inventory annually. The
705 inventory shall list all equipment by manufacturer, ID number, and date
706 of acquisition, type, and capacity.

707
708 g. Contractor shall arrange to store all vehicles and other equipment in
709 safe and secure location(s) in accordance with all applicable zoning
710 regulations.

711
712 **4. Operation.** Vehicles shall be operated in compliance with Federal, State and
713 local laws and regulations, including but not limited to the California
714 Vehicle Code, and all applicable safety laws and local ordinances.
715 Contractor shall not load vehicles in excess of the manufacturer's recommen-
716 dations or limitations imposed by state or local weight restrictions on
717 vehicles.

718
719 Contractor equipment used for Solid Waste, Recyclable Materials, and Yard
720 Waste services shall comply with the Town's ordinances or US EPA noise
721 emission regulations, currently codified at 40 CFR Part 205 and other
722 applicable noise control regulations, and shall incorporate noise control
723 features throughout the entire vehicle. Noise and pollution emission levels
724 of equipment used for Collection shall comply with the Town's ordinance.
725

726 **4.11 Containers.**

727
728 **A. Single Family Dwelling Solid Waste Containers.** At no additional cost,
729 Contractor shall offer wheeled carts to all Single Family Dwelling service recipients

730 in sizes compatible with the Town's variable can rate (35-, 65-, 95-gallons, or as
731 other sizes approved by Town.).

732
733 All Contractor-provided wheeled carts shall be constructed of heavy gauge plastic
734 with wheels and attached lids in sizes of 35-, 65-, and 95-gallons, or other sizes
735 approved by the Town. Contractor shall maintain all Contractor-provided
736 Containers in good repair.

737
738 **B. Commercial, Industrial, Institutional and Multi-Family Residential Complex**
739 **Solid Waste Containers.** Contractor shall offer wheeled 35-, 65-, and 95-gallon carts
740 (or other sizes approved by the Town) to all Commercial, Industrial and
741 Institutional Service Recipients and Multi-Family Residential Complex service
742 recipients receiving service of less than (1) cubic yard per week.

743
744 Contractor shall furnish Commercial, Industrial and Institutional Service
745 Recipients and Multi-Family Residential Complex service recipients receiving one
746 (1) cubic yard service or more with appropriate Containers to Collect Solid Waste
747 upon service recipient request. Containers with a capacity of one cubic yard or
748 more shall be available in standard sizes. The kind, size and number of Containers
749 furnished to particular service recipients shall be as determined mutually by the
750 service recipient and Contractor. All Containers with a capacity of one cubic yard
751 or more shall meet applicable regulations for Solid Waste bin safety and shall have
752 reflectorized markings. All Containers shall be maintained in good repair with
753 neatly and uniformly painted surfaces and shall prominently display the name and
754 telephone number of Contractor and the types of material accepted.

755 **C. Residential Recyclable Materials and Yard Waste Containers.** Residential
756 service recipients shall place their Recyclable Materials in the Contractor-provided
757 Recycling Containers for collection by Contractor. Extra Containers shall be
758 provided to service recipients upon request.

759
760 Residents shall place their Yard Waste in Contractor-provided 95- gallon
761 Containers for Collection by Contractor. Residence may request 1 additional
762 Container at no additional charge.

763
764 **D. Commercial Recyclable Materials and Yard Waste Containers.** Contractor
765 shall furnish Commercial, Industrial and Institutional service recipients Containers
766 for the Collection of Recyclable Materials and Yard Waste of a size appropriate to
767 the particular service recipient's needs and availability of space. Multiple sizes
768 shall be made available by Contractor.

769
770 **E. Delivery.** Appropriate Containers of a size requested by the service recipient as
771 described in this Section 4.11 shall be delivered to new service recipients, upon
772 request, within five (5) business days of the service recipient's request for service.
773

774 Contractor shall notify the Town if it fails to deliver Containers within five (5)
775 business days.

- 776
777 **F. Container Replacement.** The Town and Contractor acknowledge that from
778 time to time Contractor-provided Containers may be stolen or damaged. When
779 notified of such occurrence, Contractor shall replace the stolen or damaged
780 Container(s), at no charge to the service recipient, not more than one (1) time within
781 any twelve (12) month period. If the service recipient requests more than one (1)
782 replacement set of Containers per twelve (12) month period, the Contractor shall
783 make Containers available for purchase by the service recipient at a price not to
784 exceed the cost to Contractor of purchasing the Containers.
785

786 **4.12 Litter Abatement.**

- 787
788 **A. Minimization of Spills.** Contractor shall use due care to prevent Solid Waste
789 fluids from leaking being spilled and/or scattered during the Collection or
790 transportation process. If any material or fluids leak or are spilled during
791 Collection, Contractor shall promptly clean up all such materials. Each Collection
792 vehicle shall carry absorbent material, a broom and shovel at all times for this
793 purpose.
794

795 Contractor shall not transfer loads from one vehicle to another on any public street,
796 unless it is necessary to do so because of mechanical failure, accidental damage to
797 a vehicle, or a pre-approved method of Solid Waste transfer between vehicles,
798 without prior written approval by the Town.
799

- 800 **B. Clean Up.** During the Collection or transportation process, Contractor shall
801 clean up litter in the immediate vicinity of any storage area (including the areas
802 where Collection bins and debris boxes are delivered for Collection) whether or not
803 Contractor has caused the litter. Contractor shall discuss instances of repeated
804 spillage not caused by it directly with the Waste Generator responsible and will
805 report such instances to the Town. The Town will attempt to rectify such situations
806 with the Waste Generator if Contractor has already attempted to do so without
807 success.
808

- 809 **C. Covering of Loads.** Contractor shall properly cover all open debris boxes
810 during transport to the Disposal or Processing Site.
811

812 **4.13 Personnel.**

813 Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical,
814 management and other personnel as may be necessary to provide the services required
815 by this Agreement in a satisfactory, safe, economical and efficient manner in
816 accordance with all applicable Federal, State and local laws and regulations. If
817 additional personnel are required to meet the service standards of this Agreement,

818 Contractor shall provide such additional personnel if approved in advance by the
819 Town. All drivers shall be trained and qualified in the operation of vehicles they
820 operate and must possess a valid license, of the appropriate class, issued by the
821 California Department of Motor Vehicles and participate in periodic driver safety
822 trainings.

823
824 Contractor also agrees to establish and vigorously enforce an educational program
825 which will train Contractor's employees in the identification of Hazardous Waste.
826 Contractor's employees shall not knowingly place such Hazardous Waste in the
827 Collection vehicles, nor knowingly dispose of such Hazardous Wastes at the
828 Processing Facility or Disposal Site.

829
830 Contractor shall train its employees in courtesy, shall prohibit the use of loud or
831 profane language, and shall instruct Collection crews to perform the work quietly.
832 Contractor shall use its best efforts to assure that all employees present a neat
833 appearance and conduct themselves in a courteous manner. If any employee is found
834 to be discourteous or not to be performing services in the manner required by this
835 Agreement, Contractor shall take all necessary corrective measures including, but not
836 limited to, transfer, discipline or termination. If the Town has notified Contractor of a
837 Complaint related to discourteous or improper behavior, Contractor will consider
838 reassigning the employee to duties not entailing contact with the public while
839 Contractor is pursuing its investigation and corrective action process. Contractor shall
840 provide suitable operations, health and safety training for all of its employees who use
841 or operate equipment or who are otherwise directly involved in Collection or other
842 related operations.

843
844 Applicants, for employment with Contractor, shall be subject to the following
845 criteria:

- 846 a. Applicants shall be fit for duty
- 847 b. Applicants shall pass Contractor's drug tests
- 848 c. Applicant's driving records obtained from DMV shall meet Contractor's
849 requirements (drivers).

850 Contractor shall also provide comparable salary and benefits to such employees with
851 pre-existing medical conditions.

852
853 Contractor shall incorporate the use of C.O.V.E., including its clients, subject to the
854 approval of C.O.V.E administration and the Town, that shall at a minimum, include
855 the following:

- 856 a. Trailway containers,
- 857 b. Buy back centers

858
859 **4.14 Identification Required.**

860 Contractor shall provide its employees and subcontractors with identification for all
861 individuals who may make personal contact with residents or businesses in the Service
862 Area. The Town may require Contractor to notify service recipients yearly of the form

863 of said identification. Contractor shall provide a list of current employees, and
864 subcontractors to the Town upon request.
865

866 **4.15 Fees and Gratuities.**

867 Contractor shall not, nor shall it permit any agent, employee, or subcontractors
868 employed by it, to request, solicit, demand, or accept, either directly or indirectly, any
869 compensation or gratuity for services or the Collection, transportation, Recycling,
870 Processing, and /or Disposal of Solid Waste, Recyclable Materials and Yard Waste,
871 otherwise required under this Agreement.
872

873 **4.16 Non-Discrimination.**

874 Contractor shall not discriminate in the provision of service or the employment of
875 Persons engaged in performance of this Agreement on account of race, color, religion,
876 sex, age, sexual orientation, physical or mental disability or medical condition in
877 violation of any applicable Federal or State law.
878

879 **4.17 Change in Collection Schedule.**

880 Contractor shall notify the Town thirty (30) days prior to, and Residential service
881 recipients not later than fourteen (14) days prior to, any change in Residential
882 Collection operations which results in a change in the day on which Solid Waste,
883 Recyclable Materials, and Yard Waste Collection occurs. Contractor shall not permit
884 any service recipient to go more than seven (7) days without service in connection with
885 a Collection schedule change.
886

887 **4.18 Report of Accumulation of Solid Waste; Unauthorized Dumping.**

888 Contractor shall direct its drivers to note (1) the addresses of any service recipients at
889 which they observe that Solid Waste is accumulating and is not being delivered for
890 Collection; and (2) the address, or other location description, at which Solid Waste has
891 been dumped in an apparently unauthorized manner. Contractor shall deliver the
892 address or description to the Town within five (5) working days of such observation.
893

894 **4.19 Contingency Plan.**

895 Contractor shall submit to the Town on or before the Effective Date of the Agreement,
896 a written contingency plan demonstrating Contractor's arrangements to provide
897 vehicles and personnel and to maintain uninterrupted service during breakdowns,
898 and in case of natural disaster or other emergency, including the events described in
899 Section 11.04.
900

901 **4.20 Collection Routes.**

902 Routes over which Contractor's vehicles travel to effect the Collection and transport of
903 Solid Waste, Recyclable Materials and Yard Waste shall be selected to minimize
904 damage to Service Area and private streets, inconvenience and disturbance to the
905 public and shall be subject to the approval of the Town. Contractor shall use due care

906 to obey all traffic laws and prevent materials being transported from being spilled or
907 scattered during transport. If any materials are spilled within the Service Area,
908 Contractor shall immediately clean up all spilled materials, whether on private or
909 public property.
910

911 **4.21 Transportation of Solid Waste.**

912 Contractor shall transport and deliver all Solid Waste to the Neal Road Landfill.
913

914 **4.22 Transportation of Recyclable Materials and Yard Waste.**

915 Contractor shall Collect, transport and deliver (or arrange for the transportation and
916 delivery of) all Recyclable Materials and Yard Waste to a purchaser, a licensed Material
917 Recovery Facility, licensed Processing Facility, or a Person who will use the materials
918 in a process or product and will not dispose of them in a landfill. The Processing
919 Facility Contractor has designated shall be the City of Napa MDF in Napa Ca, owned
920 by the City of Napa. In accordance with Section 2.08, the Town reserves the right to
921 direct the Contractor to process Recyclable Materials and/or Yard Waste at a
922 particular licensed Facility.
923

924 **4.23 Processing of Solid Waste.**

925 The Town, upon prior written notice to Contractor, reserves the right, prior to
926 Disposal, to direct portions of the Solid Waste stream Collected under this Agreement
927 to a Material Recovery Facility or Processing Facility for separation, reuse, and
928 Recycling of any Recyclable Materials or Yard Waste contained therein. The
929 Contractor agrees to assist the Town by identifying loads suitable for processing in the
930 Material Recovery Facility. The Material Recovery Facility Contractor has designated
931 shall be the City of Napa MDF owned by the City of Napa. In accordance with Section
932 2.08, the Town reserves the right to direct the Contractor to process Solid Waste,
933 Recyclable Materials and/or Yard Waste at a particular licensed Facility.
934

935 **4.24 Disposition of Solid Waste.**

936 Contractor shall Dispose of all Solid Waste, Collected under this Agreement, at the
937 designated Disposal Site. The Disposal Site Contractor as designated shall be the Neal
938 Road Landfill owned by Butte County. In accordance with Section 2.08 the Town
939 reserves the right to direct Contractor to Dispose Solid Waste at another particular
940 licensed Disposal Site.
941

942 **4.25 Service Exceptions; Hazardous Waste Notifications.**

943
944 **A. Hazardous Waste Inspection and Reporting.** Contractor reserves the right and
945 has the duty under law to inspect Solid Waste, Recyclable Materials and Yard
946 Waste put out for Collection and to reject Solid Waste, Recyclable Materials and
947 Yard Waste observed to be contaminated with Hazardous Waste and the right not
948 to Collect Hazardous Waste put out with Solid Waste, Recyclable Materials and
949 Yard Waste. Contractor shall notify all applicable agencies, if appropriate,

950 including the California Department of Toxic Substances Control and local
951 emergency response providers and the National Response Center of reportable
952 quantities of Hazardous Waste, found or observed in Solid Waste, Recyclable
953 Materials and Yard Waste anywhere within the Service Area. In addition to other
954 required notifications, if Contractor observes any substances which it or its
955 employees reasonably believe or suspect to contain Hazardous Wastes unlawfully
956 Disposed of or released on any of the Town's property, including storm drains,
957 streets or other public rights of way, Contractor shall immediately notify the Town.
958

959 **B. Hazardous Waste Diversion Records.** Contractor shall maintain records
960 showing the types and quantities, if any, of Hazardous Waste found in Solid Waste,
961 Recyclable Materials and Yard Waste and which was inadvertently Collected from
962 service recipients within the Service Area, but diverted from landfilling.
963

964 **4.26 Street Sweeping.**

965 Contractor shall provide a street sweeping program in accordance with Exhibit H.
966

967 With the assistance of Town Public Works, Contractor shall provide a public
968 notification program for street sweeping activities that gives a written 24-hour notice
969 for areas impacted by on-street parking. Street sweeping activities shall take place
970 between 5:00 a.m. and 10:00 p.m.
971

972 Contractor shall provide "on-call" street sweeping services provided at the direction
973 of the Town with appropriate contact and communication protocols. Upon request of
974 "on-call" sweeping/vacuuming services, Contractor shall provide a response time
975 within 24-hours or less.
976

977 The street sweeping program, as identified in Exhibit H, shall be implemented for the
978 first two years of this Agreement. During the months of May 2019 - July 2019, the
979 Contractor and the Town shall work together to determine if the sweeping schedule
980 needs to be modified to improve the street sweeping results for curbed streets,
981 repeated hot-spots, and other efficiency opportunities identified during the first two
982 years of this Agreement. Any modifications to the street sweeping program shall
983 continue to provide up to the 1,300 annual sweeping curb miles service as directed by
984 the Town with no changes to the "on-call" service hours. Contractor shall process the
985 street sweeping debris at a location designated by Town.
986

ARTICLE 5
OTHER SERVICES

987
988
989
990
991 **5.01 ~~Local~~ Office and Truck Yard.**

992 Contractor shall operate ~~its local~~/regional office within the Butte County Town
993 ~~limits~~. Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday
994 through Friday, exclusive of holidays. Responsible and qualified representatives
995 (customer service representatives, office manager, etc) of Contractor shall be available
996 during office hours for communication with the public at the ~~regional~~local office.
997 ~~Normal office hour telephone numbers shall be a local call directed to the local office.~~
998 Contractor's telephone system shall be adequate to handle the volume of calls typically
999 experienced on the busiest days. Contractor shall also maintain a local or toll free
1000 telephone number for use during other than normal business hours. Contractor shall
1001 have a representative, answering or message providing/receiving (voice-mail) service
1002 available at said after-hours telephone number. Contractor's telephone system shall
1003 be able to track customer hold times and the number of calls received on a daily basis
1004 by each customer service representative.

1005
1006 Contractor shall maintain a regional ~~locate its~~ truck yard for purposes of parking and
1007 maintenance ~~within the Town limits or shall obtain approval from the Town to locate~~
1008 ~~the truck yard outside the Town limits. The Town's approval shall not be reasonably~~
1009 ~~withheld.~~

1010
1011 ~~Contractor shall locate its Household Hazardous Waste (HHW), E-waste and Buy Back~~
1012 ~~facility as well as its customer service and office within the Town limits, subject to~~
1013 ~~obtaining the necessary operating permits.~~

1014
1015 **5.02 Service Notice and Service Recipient Billing**

1016
1017 **A. Service Notice.** Contractor shall periodically prepare and distribute, a notice to
1018 each service recipient entitled or mandated to receive service under this Agreement
1019 listing Contractor's standard service rates, rates for other services, annual holiday
1020 schedule, and a general summary of services required under this Agreement to be
1021 provided service recipients. Such notice shall be in form subject to the Town's
1022 approval prior to its distribution and may be included with Billings made by
1023 Contractor.

1024
1025 **B. Billing.** Contractor shall prepare, mail and collect bills (or shall issue written
1026 receipts for cash payments) from persons receiving Collection, Disposal, and
1027 Processing services. Billing shall be performed quarterly for each Residential
1028 account. Bills shall be mailed in advance of the provision of service but no more
1029 than one (1) month in advance. The Town shall have the right to revise the billing
1030 format (size, font, frequency, etc.) and to itemize certain charges and to review the

1031 Billing procedures. The Town may also direct Contractor to insert mailers relating
1032 to service with the Billings. The mailers must fit in standard envelopes and not
1033 increase the required postage. Contractor also agrees to insert with the Billings, at
1034 the Town's' expense for the incremental cost, mailers describing activities of the
1035 Town. The Town will provide not less than thirty (30) days notice to Contractor
1036 prior to the mailing date of any proposed mailing to permit Contractor to make
1037 appropriate arrangements for inclusion of the Town's materials. The Town will
1038 provide Contractor the mailers at least thirty (30) days prior to the mailing date.
1039 All Contractor generated mailers must be approved in advance by the Town with
1040 the exception of Contractor's quarterly newsletter.

1041
1042 Contractor shall maintain, for inspection by the Town, copies of said Billings and
1043 receipts, in chronological order, for a period of three (3) years after the date of
1044 service. Contractor may, at its option, maintain those records in computer form,
1045 on microfiche, or in any other manner, provided that the records can be preserved
1046 and retrieved for inspection and verification in a timely manner.

1047
1048 The Town shall establish, by resolution, rates for the types of service provided.
1049 Contractor shall bill and Collect at those rates. Service recipients will be considered
1050 delinquent sixty (60) days after start of the quarter in which the services are
1051 provided. Contractor may discontinue service to any account, if payment is not
1052 received by Contractor within thirty (30) days after the end of the quarter in which
1053 the bill was issued. Contractor must provide all accounts with written notice of its
1054 intent to discontinue service at least thirty (30) days prior to such discontinuance.

1055
1056 The Town agrees to allow customers subscribing to 35 gallon can - Senior service
1057 as of November 1, 2006, to continue to receive a discounted senior rate. Customer
1058 will provide proof of eligibility by providing a November 2006 disposal services
1059 invoice and a document verifying their age is 65 or older.

1060
1061 Contractor agrees to offer residential customers a Service Suspension for a
1062 minimum of four weeks up to six months. Contractor may establish a minimum
1063 charge subject to the approval of the Town. Each Single Family Dwelling shall be
1064 allowed two Service Suspensions per calendar year for a maximum of six months.

1065
1066 **C. Contractor as Billing Agent.** Contractor shall act as Billing agent on behalf of
1067 the Town. Revenues collected on behalf of the Town shall be handled as described
1068 in Article 3 of this Agreement.

1069
1070 **D. Review of Billings.** Contractor shall review its Billings to service recipients
1071 under Section 5.02.B. The purpose of the review is to determine that the amount
1072 which Contractor is billing each service recipient is correct in terms of the level of
1073 service (i.e., frequency of Collection, size of container, location of container) being
1074 provided to such service recipient by Contractor. Contractor shall review service
1075 recipient accounts not less than every other year, unless the Town shall direct

1076 Contractor to do so annually, and submit to the Town a written report of that
1077 review annually on the anniversary of the effective day of this Agreement. The
1078 intent of this Section 502.D is for the Town to receive reports on an annual basis
1079 which will cover the entire list of service recipients every other year. The scope of
1080 the review and the reviewer's work plan shall be submitted to the Town for
1081 approval no later than six (6) months before the submission of the first report.
1082

1083 **5.03 Service Recipient Complaint Resolution.**

1084
1085 **A. Complaint Documentation.** All service Complaints shall be directed to
1086 Contractor. Daily logs of Complaints concerning Collection of Solid Waste,
1087 Recyclable Materials, and Yard Waste shall be retained for a minimum of thirty-six
1088 (36) months and shall be available to the Town at all times upon twenty-four (24)
1089 hour notice.

1090
1091 Contractor shall log all Complaints received by telephone and said log shall include
1092 the date and time the Complaint was received, name, address and telephone
1093 number of caller, description of Complaint, employee recording Complaint and the
1094 action taken by Contractor to respond to and remedy Complaint.

1095
1096 All Complaints and inquiries shall be date-stamped when received and shall be
1097 initially responded to within one (1) business day of receipt. Contractor shall log
1098 action taken by Contractor to respond to and remedy the Complaint.

1099
1100 All service records and logs kept by Contractor shall be made available to the Town
1101 upon request and at no cost to the Town. The Town shall, at any time during
1102 regular Contractor business hours, have access to Contractor's Facilities, records
1103 and personnel for purposes that may include monitoring the quality of service or
1104 researching Complaints.

1105
1106 **B. Resolution of Complaints.**

1107
1108 **1. Scope.** The provisions of this Section 5.03.B.1 shall govern the procedure for
1109 reviewing Complaints. The provisions of this Section are not exclusive, are
1110 cumulative, and are in addition to any and all other remedies which may
1111 accrue to the Town as a result of Contractor's performance or failure to
1112 perform its duties and obligations, express or implied, hereunder, or
1113 otherwise as a result of Contractor's actions in violation of this Agreement.

1114
1115 Nothing in this Section 5.03.B is intended to affect the remedies of third
1116 parties against Contractor; nor will the imposition of service recipient
1117 charges prevent the imposition of liquidated damages by the Town
1118 pursuant to Section 11.03.
1119

1120 **2. Town Administrator’s Review.** All Complaints received or initiated by the
1121 Town shall be reviewed by the Town Administrator who shall provide
1122 copies thereof to Contractor. The Town Administrator shall review each
1123 Complaint to determine whether the Complaint can be resolved informally,
1124 or whether the formal action hereunder is warranted. If the Town
1125 Administrator determines that formal action is warranted, he or she shall
1126 give written notice to Contractor and all interested parties of a hearing to be
1127 held by the Town Administrator on each such Complaint not less than ten
1128 (10) days from the date of said notice.

1129
1130 At the Town Administrator’s hearing on the Complaint, Contractor may
1131 present its response thereto, including, but not necessarily limited to, a
1132 written response including supporting documents. Within ten (10) days
1133 following the hearing, the Town Administrator shall make a determination
1134 upon the Complaint. The hearing conducted by the Town Administrator
1135 shall be informal, and rules of evidence shall not apply, but the Town
1136 Administrator may hear and consider such relevant statements, documents,
1137 or other materials as he or she shall determine appropriate under the
1138 circumstances.

1139
1140 If the Town Administrator determines that Contractor has violated, or is in
1141 continuing violation of, its duties and obligations under this Agreement, or
1142 otherwise in violation of any of the provisions hereof, the Town
1143 Administrator may issue a Compliance Order to Contractor or may order
1144 that the Complaint shall be heard by the Town’s Solid Waste Committee. In
1145 all cases in which the Town Administrator determines that the appropriate
1146 remedy should be termination or payment of compensatory damages, the
1147 Complaint shall be heard by the Town Council. If the Town Administrator
1148 orders that the Complaint shall be heard by the Town Council, he or she
1149 shall prepare a written report to the Town Council which shall state his or
1150 her findings, the basis therefore, and a recommended action.

1151
1152 **3. Town’s Solid Waste Committee and Town Council Review.** Contractor
1153 may appeal a Compliance Order issued by the Town’s Administrator to the
1154 Town’s Solid Waste Committee by filing a notice of appeal with the Clerk of
1155 the Town Council within ten (10) days of the date of the Town
1156 Administrator’s Compliance Order. The Clerk of the Town Council shall set
1157 the matter for hearing by the Town’s Solid Waste Committee within thirty
1158 (30) days of receipt of the notice of appeal unless Contractor consents to an
1159 extension of the time for the hearing.

1160
1161 If the Town Administrator orders a Complaint to be heard by the Town’s
1162 Solid Waste Committee pursuant to this Section, the Clerk of the Town
1163 Council shall set the matter for hearing within thirty (30) days of the date of
1164 such order, unless the time for hearing is extended by consent of Contractor.

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At its hearing the Town’s Solid Waste Committee shall consider the Complaint anew, irrespective of whether the hearing is on appeal by Contractor or by order of the Town Administrator. If a Complaint is based upon the manner or quality of Contractor’s service to service recipients or members of the public, the hearing shall be a public hearing. If a Complaint is based upon a violation of the standards and procedures implemented under this Agreement, the hearing may, but shall not necessarily, be a public hearing, as the Town Administrator shall determine.

If, upon conclusion of the hearing and consideration of any advisory findings of fact, the Town’s Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, any of its duties and obligations, either express or implied, under this Agreement, the Town Council may issue a Compliance Order, Termination Order for violations described in Section 11.01 C, E, F, I, J or K, or Order for Payment of Compensatory Damages, as it deems appropriate. The Town’s Solid Waste Committee’s decision shall be the final administrative determination, and shall be supported by written findings.

4. Remedies.

- a. **Named.** Remedies available to the Town pursuant to this Article include the issuance of a Compliance Order, Termination Order, or Order for Payment of Compensatory Damages, which terms are defined and described hereinafter. Such Orders may be issued subject to such terms and conditions as the Town Administrator (in the case of Compliance Orders) and the Town’s Solid Waste Committee (in the case of all such Orders issued by it) shall deem appropriate.
- b. **Compliance Order.** A Compliance Order may be issued by the Town Administrator or the Town’s Solid Waste Committee upon a determination that Contractor has violated, or is in continuing violation of, any of its duties or obligations, either express or implied, under this Agreement, and shall direct Contractor forthwith to cease such violation, and may specify, if appropriate, the time within which such violation shall be remedied, and otherwise establish terms and conditions governing compliance there under.
- c. **Termination Order.** If the Town’s Solid Waste Committee determines that Contractor has violated, or is in continuing violation of, Section 11.01 C, E, F, I, J or K under this Agreement, the Town Council may order termination of this Agreement. Such Termination Order shall be effective not less than thirty (30) days from the date of

1210 the Termination Order. Contractor shall not be entitled to any further
1211 revenues from Collection operations authorized hereunder from and
1212 after the effective date of termination.
1213

1214 **d. Order for Payment of Compensatory Damages.** If the Town’s Solid
1215 Waste Committee determines that Contractor has violated, or is in
1216 continuing violation of, any of its duties or obligations, either express
1217 or implied, under this Agreement, which has caused loss of revenues
1218 to the Town, or caused the Town to incur unnecessary costs or has
1219 caused loss or damages to any Person, it may order Contractor to pay
1220 compensatory damages therefore to the Town, or to the Person so
1221 damaged.
1222

1223 **C. Government Liaison.** Contractor shall designate in writing a “Government
1224 Liaison” who shall be responsible for working with the Town Administrator
1225 and/or the Town Administrator’s designated representative(s) to resolve service
1226 recipient complaints.
1227

1228 **5.04 Education and Public Awareness.**

1229
1230 **A. General.** Contractor acknowledges and agrees that education and public
1231 awareness are critical, key, and essential elements of any efforts to achieve
1232 diversion and effectively manage Solid and Hazardous Waste. Accordingly,
1233 Contractor agrees to take direction from the Town to explore opportunities to
1234 expand public and service recipient knowledge concerning needs and methods to
1235 reduce, reuse, and recycle Solid Waste, and to cooperate fully with the Town in this
1236 regard. Contractor’s public education plan is included as Exhibit C.
1237

1238 Contractor shall perform all of the public education activities related to the
1239 transition to new services, as described in Exhibit C. These education activities shall
1240 include, but not be limited to: mailings prior to the start of service, flyers handed
1241 out, follow-up mailings or hand-outs related to the new services, commercial
1242 advertising, and the mailing and hand-outs of The Town’s newsletters upon
1243 request.
1244

1245 **B. Content Approval.** Contractor shall make available to the Town, and the Town
1246 shall approve prior to its use, all public educational materials used by Contractor.
1247 At a minimum, Contractor materials will describe the specific types of Recyclable
1248 Materials and Yard Waste, explain how to prepare materials for Collection, and
1249 explain how, where, and when to set out Containers for Collection.
1250

1251 All public educational materials shall be printed on or manufactured from recycled
1252 materials and contain the highest practical level of post-consumer content.
1253 Contractor’s primary educational materials shall be available in English.

1254 Contractor may produce materials in additional languages for which there is a
1255 demand.

1256
1257 **C. Community Events.** At the direction of the Town, Contractor shall participate
1258 in and promote diversion techniques at community events and local activities. Such
1259 participation would normally include providing, without cost, educational and
1260 publicity information promoting the goals of the Town's waste reduction and
1261 recycling programs.

1262
1263 **D. Notification to New Service Recipients.** Immediately upon request for new
1264 service, Contractor shall notify the new service recipients of the Recyclable
1265 Materials and Yard Waste Collection services offered by Contractor. At the Town's
1266 request, such notification shall be available in languages other than English.
1267

1268 **5.05 Waste Generation/Characterization Studies.**

1269 Contractor acknowledges that the Town may perform Solid Waste generation and
1270 characterization studies periodically. Contractor agrees to participate and cooperate
1271 with the Town and their agents and to accomplish studies and data collection and
1272 prepare reports, as needed, to determine weights and volumes of Solid Waste and
1273 characterize Solid Waste generated, disposed, transformed, diverted or otherwise
1274 handled/processed to satisfy AB 939 requirements.
1275

1276 **5.06 Local Purchases**

1277
1278 Contractor shall purchase, at a minimum, the following supplies and services with the
1279 Town and if they are available within the Town limits:

- 1280 a. Vehicle supplies(fuel, tires, service parts, etc)
- 1281 b. Office and facility supplies
- 1282 c. Printing/publishing
- 1283 d. Uniforms
- 1284 e. Banking
- 1285 f. Insurance
- 1286
- 1287

1288 **5.07 Vegetative Waste Collection Transfer Station**

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1290 Contractor shall operate and manage the Town's Vegetative Waste Collection Transfer
1291 Station if requested by the Town; [provided that all commercial customers will be](#)
1292 [charged an additional amount per month to cover Contractor's cost to operate and](#)
1293 [manage the Facility.](#) Contractor agrees to operate the facility at the current established
1294 gate rate or at a rate approved and agreed upon by the Town Manager. Gate rates in
1295 subsequent years may be determined for adjustment by the Town Manager based
1296 upon an annual review of operations costs factors such as, but not limited to, current
1297 market for biomass fuels, Neal Road Landfill gate fees, CPI index, etc. The Town

1298 agrees to indemnify and hold harmless Contractor for past environmental liabilities
1299 and clean-up costs associated with known contamination at the facility.
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ARTICLE 6
CONTRACTOR'S RATES

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6.01 General.

- A. **Rate Resolution.** The Town shall establish by resolution the maximum rates for the services provided by Contractor. The Town shall have the right to structure those rates as it deems appropriate so long as the revenues paid to the Contractor from charging such rates can reasonably be expected to generate sufficient revenues to provide for Contractor's Compensation.
- B. **Full and Complete Compensation.** Contractor's Compensation provided for in this Article 6 shall be the full, entire and complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, profit, and all other things necessary to perform all the services required by this Agreement in the manner and times prescribed.

6.02 Initial Rates.

Solid Waste, Recyclable Materials and Yard Waste. Contractor's maximum rates for the initial eight (8) months of this Agreement (i.e., from May 1, 2017 to December 31, 2017) shall be based on the "Solid Waste Collection Rate Schedule" provided in Exhibit F except for increases relating to pass-through costs. The revenue from such rates properly charged shall be the complete compensation due Contractor for the services performed by the Contractor in accordance with this Agreement. .

6.03 Subsequent Rates for Rate Years.

- A. **General.** For each Rate Year beginning January 1, 2018, rates shall be adjusted as described below. For purposes of this calculation, rates shall be composed of three (3) components: a monthly Collection Rate, a monthly Disposal Rate, and a Franchise Fee.
- B. **Monthly Collection Rate Adjustment.** The monthly Solid Waste, Recycling, and Yard Waste Collection Rates shall be adjusted upward or downward to reflect one hundred percent (100%) of the change in the California "Consumer Price Index, All Items for All Urban Consumers West Urban Area; 1982-84 = 100" for the most recent twelve (12) month period ending July as published by the U.S. Department of Labor, Bureau of Labor Statistics. No monthly Collection Rate increase shall exceed five percent (5%) per annum.

- 1346 C. **Monthly Disposal Rate Adjustment.** The monthly Disposal Rate shall be
1347 adjusted based upon the percentage change in the gate rate at the Designated
1348 Disposal Site.
- 1349
- 1350 D. **Franchise and Other Fee Adjustment.** The Franchise Fee component shall be
1351 calculated by adding the monthly Collection Rate and the monthly Disposal Rate
1352 and multiplying the resulting total by 0.0753. The Other Fee component is
1353 composed of charges for the Vehicle Impact Fee and other miscellaneous fees, as
1354 determined by the Town.
- 1355
- 1356 E. **Contractor's Application.** By September 15, of each year, the Contractor shall
1357 submit an application request for adjustment of Rates to the Solid Waste Collection
1358 Rate Schedule to the Town. This application request shall be prepared and
1359 submitted with format in accordance with the procedures and as described in this
1360 Agreement and in Exhibit E.
- 1361
- 1362 F. **Determination of Adjustment to Rates.** The Town, or representative, will
1363 review the Contractor's application request for adjustment to Rates for compliance
1364 with this Agreement, accuracy, and reasonableness. The Town shall attempt in
1365 good faith to make the adjustment effective by January 1st of each Rate Year.
1366 However, the Town shall not make any retroactive adjustments to compensate for
1367 any delay in calculating the adjustment to rates which results from the failure of
1368 the Contractor to submit its request by September 15, of each Rate Year and/or
1369 respond promptly for information related to any of the calculations required by
1370 this Section or from appeals of the determination to the Town which extends the
1371 process of determination. The revenue from such rates properly charged shall be
1372 the complete compensation due Contractor for services performed by the
1373 Contractor in accordance with this Agreement.
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**ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE**

7.01 Performance Hearing.

The Town may hold a public hearing on or about the first anniversary date of this Agreement and on or about each subsequent anniversary, at which time Contractor shall be present and shall participate, to review its services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, waste reduction, Recycling, Yard Waste diversion, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, waste reduction and diversion system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Within forty-five (45) days after receiving notice from the Town of a Solid Waste performance review hearing, Contractor shall, at a minimum, submit a report to the Town indicating changes recommended and/or new services to improve the Town’s ability to meet the Town’s waste reduction and recycling obligations and goals and to contain costs and minimize impacts on rates.

The reports required by this Agreement regarding service recipient Complaints shall be used as one basis for review. Contractor may submit other relevant performance information and reports for consideration. The Town may request Contractor to submit specific information for the hearing. In addition, any service recipient may submit comments or Complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste performance hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, service recipient Complaints, amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints and Contractor performance. The Town and Contractor may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance hearing, the Town may issue a report. As a result of the review, the Town may require Contractor to provide expanded or new services within a reasonable time and for reasonable rates and compensation and the Town may direct Contractor to take corrective actions for any performance inadequacies.

7.02 Annual Diversion Program Review.

Beginning on the Effective Date of the Agreement, and then on an annual basis thereafter, Contractor shall meet with the Town to describe the progress of each active diversion program. Contractor should document the results of the programs on a

1421 monthly basis, including at a minimum the tonnage diverted by material type, the end
1422 use or processor of the diverted materials and the cost per ton for transporting and
1423 processing each type of material and other such information requested by the Town
1424 or any other government entity as may be necessary to evaluate the performance of
1425 each program.

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1427 At each annual meeting, the Town and Contractor shall have the opportunity to revise
1428 a program based on mutually agreed upon terms. The Town shall have the right to
1429 terminate a program if in its sole discretion, the Contractor is not cost effectively
1430 achieving the program's goals and objectives. Prior to such termination, the Town
1431 shall meet and confer with the Contractor for a period of up to 90 days to resolve the
1432 Town's concerns. Thereafter, the Town may utilize a third party to perform these
1433 services if the Town reasonably believes the third party can improve on Contractor's
1434 performance and/or cost. Notwithstanding these changes, Contractor shall continue
1435 the program during the meet and confer period and, thereafter, until the third party
1436 takes over the program.
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ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.01 General.

Contractor shall conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the Town (including AB939) and other Federal and State and local laws and regulations and the requirements of this Agreement. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define what the records and reports are to be and their content. Further, with the written direction or approval of Town, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency. Records and reporting may be revised to reflect current record keeping and reporting.

8.02 Records.

A. General. In order to administer this Agreement it is necessary for Contractor to maintain accurate, detailed financial and operational information in a consistent format and to make such information available to the Town in a timely fashion. Contractor shall maintain records required to conduct its operations, to support requests it may make to the Town, and to respond to requests from the Town in the conduct of Town's business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to the Town and its official representatives during normal business hours.

B. Inspection and Retention of Records.

1. Contractor's Accounting Records. Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services under this Agreement. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

1480 **2. Inspection of Records.** The Town, and/or agents selected by the Town,
1481 shall have the right, during regular business hours, to conduct
1482 unannounced on-site inspections of the records and accounting systems of
1483 Contractor and to make copies of any documents relevant to this
1484 Agreement.

1485 **3. Retention of Records.** Unless otherwise herein required, Contractor shall
1486 retain all records and data required to be maintained by this Agreement
1487 for at least five (5) years.

1488
1489 Records and data required to be maintained that are specifically directed to
1490 be retained shall be retrieved by Contractor and made available to the Town.

1491
1492 Records and data required to be maintained that are not specifically directed
1493 to be retained that are, in the sole opinion of the Town, material to
1494 establishing rates or to a determination of the Contractor's performance
1495 under this Agreement, shall be retrieved by Contractor and made available
1496 to the Town.

1497
1498 Records and data required to be maintained that are not specifically directed
1499 to be retained and that are not material to establishing rates and/or not
1500 required for the determination of the Contractor's performance do not need
1501 to be retrieved by Contractor. In such a case, however, the Town may make
1502 reasonable assumptions regarding what information is contained in such
1503 records and data, and such assumption shall be conclusive in whatever
1504 action the Town takes.

1506 **4. Delivery of Financial Statements, Auditors' Reports.** Financial statements
1507 shall show Contractor's results of operations on a combined basis for the
1508 Town, including the specific revenues and expenses in connection with the
1509 operations provided for in this Agreement and others included in such
1510 financials statements. The financial statements shall be prepared in
1511 accordance with Generally Accepted Accounting Principles (GAAP). The
1512 financial statements shall be prepared by the Contractor and marked
1513 "unaudited". Such statements should include a certification by the
1514 Contractor's Chief Financial Officer. The financial statements for Rate
1515 Years shall have been examined by and shall be accompanied by the report
1516 of an independent certified public accountant (CPA) licensed (in good
1517 standing) to practice public accounting in the State of California as
1518 determined by the State of California Consumer Affairs Board of

1519 Accountancy. Such accountant's representation shall include that it has
1520 examined the Contractor's financial statements in accordance with
1521 Generally Accepted Auditing Standards (GAAS) and the accountant's
1522 opinion that such statements have been prepared in accordance with
1523 Generally Accepted Accounting Principles (GAAP) consistently applied
1524 and fairly reflect the results of operations and Contractor's financial
1525 condition.

1526 **C. Solid Waste Records.** Records shall be maintained and made available to the
1527 Town within 24 hours of written request relating to:
1528

- 1529 1. Service recipient services and billing;
- 1530 2. Character, weight and volume of Solid Waste by type (e.g., Solid Waste,
1531 Recyclable Materials, and Yard Waste) and line of business (can/cart
1532 service, bin service, roll-off service, compactor service) especially as related
1533 to reducing and diverting Solid Waste.
- 1534 3. Routes;
- 1535 4. Facilities, equipment and personnel used;
- 1536 5. Facilities and equipment operations, maintenance and repair;
- 1537 6. Processing and Disposal of Solid Waste;
- 1538 7. Types and quantities of Hazardous Waste inadvertently Collected but
1539 diverted from landfilling;
- 1540 8. Complaints; and,
- 1541 9. Missed Pick-ups.

1542 Contractor shall maintain records of all Solid Waste Collected in the Town's
1543 Service Area for the period of this Agreement and all extensions to this
1544 Agreement or successor Agreements. In the event the Town requests certain
1545 records or Contractor discontinues providing services to the Town, Contractor
1546 shall provide all records of all Solid Waste requested to the Town within thirty
1547 (30) days of discontinuing service. Records shall be in chronological and
1548 organized form and readily and easily interpreted.

1550 **D. CERCLA Defense Records.** The Town views the ability to defend against
1551 CERCLA and related litigation as a matter of great importance. For this reason, the
1552

1553 Town regards the ability to prove where Solid Waste Collected in the Service Area
1554 was taken for Transfer or Disposal, as well as where it was not taken, to be matters
1555 of concern. Contractor shall maintain data retention and preservation systems
1556 which can establish where Solid Waste Collected in the Service Area was disposed
1557 of (and therefore establish where it was not landfilled). This provision shall survive
1558 the expiration of the period during which Collection services are to be provided
1559 under this Agreement. Contractor shall maintain these records for a minimum of
1560 ten (10) years. Contractor shall provide these records to the Town in an organized
1561 and indexed manner rather than destroying or disposing of them.

1562 E. **Recyclable Materials and Yard Waste Records.** Records shall be maintained
1563 for the Town that relate to:
1564

- 1565 1. Records described in Section 8.02.C, above;
- 1566 2. Recyclable Materials, and Yard Waste Collection weekly and /or bi-weekly
1567 participation rates.
- 1568 3. Recyclable Materials sales value;
- 1569 4. Weight of material by type; and,
- 1570 5. End use and markets.

1571 F. **Other Programs' Records.** Records for other programs shall be tailored to
1572 specific needs. In general, they shall include:
1573

- 1574 1. Plans, tasks, and milestones; and,
- 1575 2. Accomplishments in terms such as dates, activities conducted, quantities of
1576 products used, produced or distributed, and numbers of participants and
1577 responses.

1578 8.03 Reports.

1579 A. **Report Formats and Schedule.** Records shall be maintained in forms and by
1580 methods that facilitate flexible use of data contained in them to structure reports,
1581 as needed. Reports are intended to compile recorded data into useful forms of
1582 information that can be used to, among other things:
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- 1586 1. Determine the number of subscribers to each service by service level, and
1587 the total revenues generated.

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2. Determine the total quantity of material Collected, transferred, Recycled processed and / or disposed through each program and service, by material type.
 3. Evaluate past and expected progress towards achieving the Town's diversion goals and objectives;
 4. Determine needs for adjustment to programs; and, evaluate service recipient service and Complaints.
 5. Prepare AB 939 Annual Reports and any and all other State required reports.

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Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the Town. Contractor agrees to submit all reports on computer discs or by modem in a format compatible with Town's software/computers at no additional charge, if requested by the Town. Contractor will provide a certification statement, under penalty or perjury, by the responsible Contractor official, that the report being submitted is true and correct to the best knowledge of such official after their reasonable inquiry.

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Annual Reports shall be submitted not later than April 1st following the calendar year.

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All reports shall be submitted to:

Town of Paradise
Town Hall
5555 Skyway
Paradise, CA 95969
Attn: Town Manager

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B. Annual Reports. Annual Reports are to include the following information, at a minimum, compiled and reported for each month of the year, and as an annual total. Annual totals are also to be provided for all previous years of the Agreement for purposes of comparison. The information listed below shall be the minimum reported for each service. To the extent that the requested information is not tracked directly by the Contractor or can not be specifically established due to the nature of the Contractor's operations, the Contractor shall present to the Town a proposed method for estimating the required information, the reasonableness of which shall be subject to the approval of the Town.

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- 1. Solid Waste Collection Services.**
- a. Solid Waste tons Collected by Contractor, allocated between Residential cart service, Commercial cart and bin service, roll-off and compactor service.
 - b. Number of subscribers by service level
 - c. Subscriber data including name, address, and service level
 - d. Total Gross Revenues by service level, including revenues generated by each type of “Extra Services”.
 - e. Number of Disabled Accounts.
 - f. Number of compactor accounts, size of compactors and number and size of compactors provided by the Contractor.
 - g. Number of debris-box pulls by bin size.
 - h. Tons processed and recovered through each processing operation including Construction Demolition Debris Recovery Program, Material Recovery Facility and any other processing operations
 - i. Complaint summary, for month and cumulative for report year, as above. Data shall be summarized by nature of Complaints on a compatible computer disc.
 - j. Narrative summary of problems encountered (including scavenging) and actions taken with recommendations for the Town, as appropriate.
 - k. Description of promotional and public education materials created or distributed.
 - l. A summary or copy of the Hazardous Waste records required under Sections 8.02.C and 8.02.D.
 - m. Other information or reports that the Town may reasonably request or require.
- 2. Recyclable Materials and Yard Waste Services.** Contractor shall provide the same information as Solid Waste service, but for Recyclable Materials and Yard Waste services, Contractor shall provide:

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- a. Total tons diverted by each program/service (e.g., Residential Curbside Recycling, Residential Yard Waste, Commercial Recycling), by material type and end use.
 - b. Number of accounts for each program/service, number and size of Containers and total tons Recycled by material type.
 - c. Participation and set-out rates in same format as number of accounts.
 - d. Recyclable Materials sales revenue by material type.
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3. Contractor shall provide information about Street Sweeping Program set forth in Exhibit H.
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4. **Other Programs.** For each program, provide activity related and narrative reports on goals and milestones and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.
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5. **Summary Assessment.** Provide a summary assessment of the overall Franchised Services from Contractor's perspective relative to financial and physical status of program. The physical status summary is to report: operating efficiency, economy and effectiveness of the program relative to the goals and objectives of this Agreement including particularly the Town's diversion goals; provide recommendations and plans to improve; highlight significant accomplishments and problems.
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- C. **AB 939 Reports.** As part of the requirements of this Agreement the Contractor shall prepare and submit all required AB 939 reports to the Town or the Butte County Regional Waste Management Authority for their submission to CalRecycle, including Annual Reports, reports and other required information related to the existing Compliance Order (Tracking No: IWMA BR99-04) and any other State required reports. Reports are to comply with specified formats and are to be submitted according to the specified schedules. It is the intent of the Town for the Contractor to be responsible for all such reporting to the Authority on behalf of the Town, unless otherwise directed by the Town.
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- D. **Resource Recovery Plan.** As part of its Annual Report to the Town described in Section 8.03.B, Contractor shall submit to the Town an annual proposal describing proposed resource recovery programs, their diversion potential and associated detailed costs for programs that Contractor believes can significantly

1711 increase diversion. Within sixty days, the Town shall respond to the Plan in
1712 writing. If the Parties reach agreement on implementation of additional programs,
1713 Contractor shall be obligated to implement those programs on a schedule and for
1714 a cost agreed to by the Parties.
1715

1716 E. **Quarterly Reports.** The Town reserves the right to require more frequent
1717 reporting by the Contractor (e.g., quarterly reports) of information for purposes of
1718 documenting progress toward meeting its AB 939 reporting requirements or other
1719 purpose deemed necessary by the Town.
1720

1721 **8.04 Adverse Information.**
1722

1723 A. **Reporting Adverse Information.** Contractor shall provide the Town two (2)
1724 copies (one to the Town Administrator, one to the Town's Attorney) of all reports,
1725 pleadings, applications, notifications, Notices of Violation, communications or
1726 other material relating specifically to Contractor's performance of services
1727 pursuant to this Agreement, submitted by Contractor to, or received by Contractor
1728 from, the United States or California Environmental Protection Agency,
1729 CalRecycle, the Securities and Exchange Commission or any other Federal, State or
1730 local agencies, including any Federal or State court. Copies shall be submitted to
1731 the Town simultaneously with Contractor's filing or submission of such matters
1732 with said agencies. Contractor's routine correspondence to said agencies need not
1733 be routinely submitted to the Town, but shall be made available to the Town
1734 promptly upon the Town's written request.
1735

1736 B. **Failure to Report.** The refusal or failure of Contractor to file any required
1737 reports, or to provide required information to the Town, or the inclusion of any
1738 materially false or misleading statement or representation by Contractor in such
1739 report shall be deemed a material breach of the Agreement as described in Section
1740 11.01 and shall subject Contractor to all remedies which are available to the Town
1741 under the Agreement or otherwise.
1742

1743 **8.05 Right to Inspect Records.**

1744 The Town shall have the right to inspect or review the payroll tax reports, specific
1745 documents or records required expressly or by inference pursuant to this Agreement,
1746 or any other similar records or reports of Contractor or its Related Party Entities that
1747 the Town shall deem, in its sole discretion, necessary to evaluate annual reports,
1748 compensation applications provided for in this Agreement and Contractor's
1749 performance provided for in this Agreement.
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**ARTICLE 9
INDEMNIFICATION, INSURANCE AND BOND**

9.01 Indemnification.

A. General Indemnification. Contractor shall indemnify, defend and hold harmless, at Contractor’s sole cost and expense, the Town, its officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature including, but not limit to, injury to and death of any Person and/or damage to property or for contribution or indemnity claimed by third parties (collectively, the “Claims”), arising out of or occasioned in any way by, directly or indirectly, Contractor’s performance of, or its failure to perform, its obligations under the Agreement, but not limited to, Contractor’s failure to comply with applicable laws or the Contractor’s breach of its representation and warranties in this Agreement. The foregoing shall also apply if the Claim is caused by the joint negligence of the Town and Contractor, but only to the extent to Contractor’s negligence. This indemnification will not extend to Claims to the extent they are caused by the sole negligence or intentional misconduct or omission of the Town. This general indemnification provision shall survive the termination of this Agreement.

B. Hazardous Substance Indemnification. Contractor shall indemnify, defend with counsel selected by the Town, protect and hold harmless the Town and their officers, directors, employees, volunteers, and agents, and member agencies, their officers, directors, employees, volunteers, and agents, (collectively, indemnitee) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys’ expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (Collectively, “Damages”) or any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitee arising from or attributable to the acts or omissions of Contractor, its officers, directors, employees, companies or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance, Hazardous Waste, and/or construction and street debris, or other waste Collected under this Agreement. This indemnity afforded indemnitee, shall be limited only to exclude coverage for intentional wrongful acts and active negligence of indemnitee, indemnitee delivery of material

1796 to Contractor which does not conform to the descriptions of Solid Waste under this
1797 Agreement and as provided below. The forgoing indemnity is intended to operate
1798 as an agreement in recognition of §107(e) of the Comprehensive Environmental
1799 Response, Compensation and Liability Act, CERCLA, 42 USC. §9607(e) and
1800 California Health and Safety Code §25364, to defend, protect, hold harmless, and
1801 indemnify the Town from liability. This provision is in addition to all other
1802 provisions in this Agreement and is intended to survive the end of the Term of this
1803 Agreement. Nothing in this paragraph shall prevent Contractor from seeking
1804 indemnification or contribution from Persons or entities other than indemnitee, for
1805 any liabilities incurred by Contractor, or the indemnitee. As appropriate,
1806 Contractor's parent company should provide the guarantees necessary to meet this
1807 provision.
1808

1809 Should the Town contract for or direct the Disposal of Solid Waste to a Transfer Station
1810 or landfill not owned or solely operated by Contractor or an Affiliate, then in that
1811 event, Contractor's Hazardous Substances indemnification and other indemnitee shall
1812 not apply to claims, damages, legal proceedings or other liabilities arising from or
1813 relating to such non-Contractor owned or operated Transfer Station or Disposal
1814 Facility.

1815 **9.02 AB 939 Indemnification.**

1816 In addition to all other relief provided to the Town under this Agreement, Contractor
1817 agrees to indemnify and hold harmless the Town, their officers, directors, Councils,
1818 employees, and agents from and against all fines and/or penalties imposed by
1819 CalRecycle in the event the source reduction and Recycling goals or any other
1820 requirement of the Act are not met by the Town with respect to the waste stream
1821 Collected under this Agreement and such failure is due to the failure of Contractor to
1822 meet its obligations under this Agreement and/or for delays in providing information
1823 that prevents the Town from submitting reports required by AB 939 in a timely
1824 manner.
1825

1826 **9.03 Insurance.**

1827
1828 **A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:
1829

- 1830 **1.** The most recent editions of Insurance Services Office form number GL
1831 0002 covering Comprehensive or Commercial General Liability and
1832 Insurance Services Office form number GL 0404 covering Broad Form
1833 Comprehensive or Commercial General Liability; or Insurance Services
1834 Office Commercial General Liability coverage ("occurrence" form CG
1835 0001).

- 1836 2. The most recent editions of Insurance Services Office form number CA
1837 0001 covering Automobile Liability, code 1 "any auto" and endorsement
1838 CA 0025.
- 1839 3. Workers' Compensation insurance as required by the Labor Code of the
1840 State of California and Employers Liability insurance.
- 1841
1842 **B. Minimum Limits of Insurance.** Contractor shall maintain limits no less than:
1843
- 1844 1. Comprehensive General Liability: Five Million Dollars (\$5,000,000)
1845 combined single limit per occurrence for bodily injury, Personal injury and
1846 property damage.
- 1847 2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single
1848 limit per accident for bodily injury and property damage.
- 1849 3. Workers' Compensation and Employers Liability: Workers' compensation
1850 limits as required by the Labor Code of the State of California and
1851 Employers Liability limits of \$1,000,000 per accident.
- 1852
1853 **C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured
1854 retentions are the responsibility of Contractor and shall be declared to the Town.
1855 At the option of the Town, either: the insurer shall reduce or eliminate such
1856 deductibles or self-insured retentions as respects the Town, its officials and
1857 employees, directors, agents and volunteers; or Contractor shall procure a bond
1858 guaranteeing payment of losses and related investigations, claim administration
1859 and defense expenses.
- 1860
1861 **D. Other Insurance Provisions.** The policies are to contain, or be endorsed to
1862 contain, the following provisions:
- 1863 1. General Liability and Automobile Liability Coverage
- 1864 a. The Town, their officials, employees, directors, agents and volunteers
1865 are to be covered as additional insured as respects: liability arising
1866 out of activities performed by or on behalf of Contractor; products
1867 and completed operations of Contractor; Premises owned, leased or
1868 used by Contractor; or automobiles owned, leased, hired or
1869 borrowed by Contractor. The coverage shall contain no special
1870 limitations on the scope of protection afforded to the Town, its
1871 officials, employees or volunteers.
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- b. Contractor's insurance coverage shall be primary insurance as respects the Town, its officials, directors, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officials, employees, directors, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, directors, agents or volunteers.
 - d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its officials, employees, directors, agents and volunteers for losses arising from work performed by Contractor for the Town.

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3. All Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

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E. Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurance company or companies admitted or approved non-admitted to do business in the State of California subject to the Authority of the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

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F. Verification of Coverage. Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy shall be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the Town and are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

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1914

G. Subcontractor. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each

1915 subcontractor. All coverages for subcontractors shall be subject to all of the
1916 requirements stated herein.

1917
1918 **H. Required Endorsements.**
1919

1920 1. The Workers' Compensation policy shall contain an endorsement in
1921 substantially the following form:

1922 "Thirty (30) days prior written notice shall be given to the Town in the event of
1923 cancellation, reduction in coverage, or non-renewal of this policy. Such notice
1924 shall be sent to:

1925
1926 Town of Paradise
1927 Town Hall
1928 5555 Skyway
1929 Paradise, CA 95969
1930 Attn: Town Manager
1931

1932 2. The Public Liability policy shall contain endorsements in substantially the
1933 following form:

1934
1935 a. "Thirty (30) days prior written notice shall be given to the Town in
1936 the event of cancellation, reduction in coverage, or non-renewal of
1937 this policy. Such notice shall be sent to:

1938
1939 Town of Paradise
1940 Town Hall
1941 5555 Skyway
1942 Paradise, CA 95969
1943 Attn: Town Manager
1944

1945 b. "The Town, its officers, employees, directors, agents and volunteers
1946 are additional insured on this policy."

1947
1948 c. "This policy shall be considered primary insurance as respects any
1949 other valid and collectible insurance maintained by the Town,
1950 including any self-insured retention or program of self-insurance,
1951 and any other such insurance shall be considered excess insurance
1952 only."

1953
1954 d. "Inclusion of the Town as an insured shall not affect the Town's rights
1955 as respects any claim, demand, suit or judgment brought or
1956 recovered against Contractor. This policy shall protect the Contractor

1957 and the Town in the same manner as though a separate policy had
1958 been issued to each, but this shall not operate to increase Contractor's
1959 liability as set forth in the policy beyond the amount shown or to
1960 which Contractor would have been liable if only one party had been
1961 named as an insured."
1962

1963 **I. Delivery of Proof of Coverage.** On or before the Effective Date, Contractor
1964 shall furnish the Town with certificates of each policy of insurance required
1965 hereunder. Such certificates shall show the type and amount of coverage, effective
1966 dates, and dates of expiration of policies and shall note all required endorsements.
1967 The certificates for each policy are to be signed by a Person authorized at the
1968 insurer to bind coverage on its behalf. If at any time the Towns so requests,
1969 complete certified copies of each policy, together with all endorsements, shall also
1970 be promptly delivered to the Town. Contractor shall periodically furnish renewal
1971 certificates to the Town to demonstrate maintenance of the required coverage
1972 throughout the Term.

1973 **J. Other Insurance Requirements.**
1974
1975

1976 1. In the event any services are delegated to a subcontractor, Contractor shall
1977 require such subcontractor to provide statutory workers' compensation
1978 insurance and employer's liability insurance for all of the subcontractor's
1979 employees engaged in the work. The liability insurance required by this
1980 Section 9.03.J.1 shall cover all subcontractors or the subcontractor must
1981 furnish evidence of insurance provided it meets all of the requirements of
1982 this Section 9.03.J.1.

1983 2. Contractor shall comply with all requirements of the insurer's policies. The
1984 carrying of insurance shall not relieve Contractor from any obligation
1985 under this Agreement. If any claim is made by any third party against
1986 Contractor or a subcontractor on account of any occurrence related to this
1987 Agreement, Contractor shall promptly report the facts in writing to the
1988 insurance carrier and to the Town.

1989 3. If Contractor fails to procure and maintain any insurance by this
1990 Agreement, the Town may take out and maintain, at Contractor's expense,
1991 such insurance as the Town may reasonably deem proper in accordance
1992 with the limits set forth herein and Contractor shall reimburse the Town
1993 for the cost of such insurance within thirty days of being invoiced by the
1994 Town for such costs.
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4. The Comprehensive General Liability insurance required by the Section shall be written on an occurrence (not accident) rather than a “claims made” basis, if such coverage is obtainable. If its is not obtainable, Contractor shall notify the Town and arrange for “tail coverage” to protect the Town from claims filed during the three years immediately following the expiration or termination of this Agreement relating to incidents which occurred prior to such expiration or termination.

2004 **9.04 Letter of Credit.**

2005 Simultaneously with the execution of this Agreement, Contractor shall file with the
2006 Town an irrevocable letter of credit in a form approved by the Town Attorney securing
2007 Contractor’s performance of its obligations under this Agreement and shall maintain
2008 such letter of credit on an annual basis and shall be annually renewed thereafter
2009 throughout the Term of this Agreement. The Town shall have the right to make draws
2010 from the letter of credit if Contractor breaches this Agreement. The principal sum of
2011 the letter of credit shall be \$100,000.00.
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**ARTICLE 10
TOWN'S RIGHT TO PERFORM SERVICE**

10.01 General.

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect or transport any or all Solid Waste, Recyclable Materials, and Yard Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, Solid Waste, Recyclable Materials, and Yard Waste should accumulate in the Service Area to such an extent, in such a manner, or for such a time that the Town should find that such accumulation endangers or menaces the public health, safety or welfare, then the Town shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by the Town, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; and/or (2) to take temporary possession of any or all of Contractor's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, Recyclable Materials, and Yard Waste, and to use such property to Collect and transport any Solid Waste, Recyclable Materials, and Yard Waste generated within the Service Area which Contractor would otherwise be obligated to Collect and transport pursuant to this Agreement.

If Solid Waste, Recyclable Materials, and Yard Waste accumulates in the Service Area to such an extent, in such a manner or for such a time that the Town finds that such accumulation represents an immediate danger or menace to the public health safety or welfare, the Town shall not be required to provide the twenty-four (24) hour prior written notice set forth above in order to take the above actions.

Notice of Contractor's failure, refusal or neglect to Collect and transport Solid Waste, Recyclable Materials, and Yard Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within twenty-four (24) hours of the oral notification.

Contractor further agrees that in such event:

- A. It will take direction from the Town to affect the transfer of possession of equipment and property to the Town for its use.
- B. It will, if the Town so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

2059 C. The Town may immediately engage all or any personnel necessary or useful for
2060 the Collection and transportation of Solid Waste, Recyclable Materials, and Yard
2061 Waste, including, if the Town so desires, employees previously or then employed
2062 by Contractor. Contractor further agrees, if the Town so requests, to furnish the
2063 Town the services of any or all management or office personnel employed by
2064 Contractor whose services are necessary or useful for Solid Waste, Recyclable
2065 Materials, and Yard Waste Collection, transportation, processing and disposal
2066 operations and for the billing and Collection of fees for these services.
2067

2068 The Town agrees that it assumes complete responsibility for the proper and normal
2069 use of such equipment and facilities while in its possession.
2070

2071 If the interruption or discontinuance in service is caused by any of the reasons listed
2072 in Section 11.04, the Town shall pay to Contractor the reasonable rental value of the
2073 equipment and facilities, possession of which is taken by the Town, for the period
2074 of the Town's possession, if any, which extends beyond the period of time for
2075 which Contractor has rendered bills in advance of service, for the class of service
2076 involved.
2077

2078 Except as otherwise expressly provided in the previous paragraph, the Town's
2079 exercise of its rights under this Article 10 (1) does not constitute a taking of private
2080 property for which compensation must be paid; (2) will not create any liability on
2081 the part of the Town to Contractor; and (3) does not exempt Contractor from any
2082 of the indemnity or insurance provisions of this Agreement, which are meant to
2083 extend to circumstances arising under this Section, provided that Contractor is not
2084 required to indemnify the Town against claims and damages arising from the
2085 negligence or willful misconduct of the Town, its elective and appointive boards,
2086 commissions, officers, employees and agents in the operation of Collection vehicles
2087 during the time the Town has taken possession of such vehicles.
2088

2089 **10.02 Temporary Possession of Contractor's Property.**

2090 If the Town suffers an interruption or discontinuance of service (including
2091 interruptions and discontinuance due to events described in Section 11.04), the Town
2092 may take possession of and use all of Contractor's property described above until other
2093 suitable arrangements can be made for the provision of the Franchised Services.
2094

2095 **10.03 Billing and Compensation to the Town during Town's Possession.**

2096 During such time that the Town is providing Solid Waste services, as above provided,
2097 Contractor shall bill and Collect payment from all users of the above-mentioned
2098 services as described in Section 5.02. Contractor further agrees that, in such event, it
2099 shall reimburse the Town for any and all costs and expenses incurred by the Town
2100 beyond that billed and received by Contractor in taking over possession of the above-
2101 mentioned equipment and property for Franchised Services in such manner and to an
2102 extent as would otherwise be required of Contractor under the Terms of this

2103 Agreement. Such reimbursement shall be made from time to time after submission by
2104 the Town to Contractor of each statement listing such costs and expenses, but in no
2105 event later than five (5) working days from and after each such submission.
2106

2107 **10.04 Town's Right to Relinquish Possession.**

2108 It is further mutually agreed that the Town may at any time at their discretion
2109 relinquish possession of any or all of the above-mentioned property to Contractor and
2110 thereupon demand that Contractor resume the Franchised Services as provided in this
2111 Agreement, whereupon Contractor shall be bound to resume the same.
2112

2113 **10.05 Duration of Town's Possession.**

2114 Town's right pursuant to this Article to retain temporary possession of Contractor's
2115 facilities and equipment, and to render Collection services, shall terminate when the
2116 event which caused the taking possession under Section 10.01 is cured and the
2117 performance bond is fully restored. In any case, the Town has no obligation to
2118 maintain possession of Contractor's property or equipment and/or continue its use for
2119 any period of time and may at any time, in its sole discretion, relinquish possession to
2120 Contractor.
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**ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES**

11.01 Events of Default.

All provisions of the Agreement and this Agreement to be performed by Contractor are considered material. Each of the following shall constitute an event of default.

- A. Fraud or Deceit.** If Contractor practices, or attempts to practice, any fraud or deceit upon the Town.
- B. Insolvency or Bankruptcy.** If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. Failure to Maintain Coverage.** If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
- D. Violations of Regulation.** If Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- E. Failure to Perform.** If Contractor ceases to provide Collection, processing, or Recycling services as required under this Agreement for a period of two (2) consecutive days or more, for any reason within the control of Contractor, including labor disputes.
- F. Failure to Pay.** If Contractor fails to make any payments required under this Agreement and/or refuses to provide the Town with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, the Act of 1989, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued there under and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.
- H. False or Misleading Statements.** Any representation or disclosure made to the Town by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false

2168 or misleading in any material respect as of the time such representation or
2169 disclosure is made, whether or not any such representation or disclosure appears
2170 as part of this Agreement.

2171
2172 **I. Attachment.** There is a seizure of, attachment of, or levy on, the operating
2173 equipment of Contractor, including without limits its equipment,
2174 maintenance or office facilities, or any part thereof.

2175
2176 **J. Suspension or Termination of Service.** There is any termination or suspension
2177 of the transaction of business by Contractor related to this Agreement, including
2178 without limit, due to labor unrest including strike, work stoppage or slowdown,
2179 sick-out, picketing, or other concerted job action lasting more than two (2)
2180 consecutive days.

2181
2182 **K. Failure to Provide Assurance of Performance.** It Contractor fails to provide
2183 reasonable assurances of performance as required under Section 11.06.

2184
2185 Contractor shall be given ten (10) business days from written notification by the Town
2186 to cure any default arising under subsections C, E, F, I, J and K provided, however,
2187 that the Town shall not be obligated to provide Contractor with a notice and cure
2188 opportunity if the Contractor has committed the same or similar breach within a
2189 twenty-four (24) month period.

2190
2191 **11.02 Right to Terminate Upon Default.**

2192 In the event that Contractor should default and subject to the right of the Contractor
2193 to cure, in the performance of any provisions of this contract, and the default is not
2194 cured for any default arising under Section 11.01 C, E, F, I, J or K, within ten (10) days'
2195 notice if the public health or safety is threatened, or otherwise thirty (30) days after
2196 receipt of written notice of default from the Town, then the Town may, at its option,
2197 terminate this Agreement and/or hold a hearing at its next Town Council meeting to
2198 determine whether this contract should be terminated. In the event the Town decides
2199 to terminate this contract, the Town shall serve twenty (20) days' written notice of its
2200 intention to terminate upon Contractor. In the event the Town exercises its right to
2201 terminate this contract, the Town may, at its option, upon such termination, either
2202 directly undertake performance of the services or arrange with other Persons to
2203 perform the services with or without a written agreement. This right of termination is
2204 in addition to any other rights of the Town upon a failure of Contractor to perform its
2205 obligations under this Agreement.

2206
2207 The Town's rights to terminate this Agreement and to take possession of Contractor's
2208 Facility are not exclusive, and the Town's termination of this Agreement shall not
2209 constitute an election of remedies. Instead, they shall be in addition to any and all
2210 other legal and equitable rights and remedies which the Town may have. By virtue of
2211 the nature of this Agreement, the urgency of timely continuous and high-quality
2212 service, the time required to effect alternative service, and the rights granted by the

2213 Town to Contractor, the remedy of damages for a breach hereof by Contractor may be
2214 inadequate and the Town may seek injunctive relief.
2215

2216 **11.03 Liquidated Damages.**

2217
2218 **A. General.** The Town finds, and Contractor agrees, that as of the time of the
2219 execution of this Agreement, it is impractical, if not impossible, to reasonably
2220 ascertain the extent of damages which shall be incurred by the Town as a result of
2221 a breach by Contractor of its obligations under this Agreement. The factors relating
2222 to the impracticability of ascertaining damages include, but are not limited to, the
2223 fact that: (i) substantial damage results to members of the public who are denied
2224 services or denied quality or reliable service; (ii) such breaches cause
2225 inconvenience, anxiety, frustration, and deprivation of the benefits of the
2226 Agreement to individual members of the general public for whose benefit this
2227 Agreement exists, in subjective ways and in varying degrees of intensity which are
2228 incapable of measurement in precise monetary terms; (iii) that Franchised Services
2229 might be available at substantially lower costs than alternative services and the
2230 monetary loss resulting from denial of services or denial of quality or reliable
2231 services is impossible to calculate in precise monetary terms; and (iv) the
2232 termination of this Agreement for such breaches, and other remedies are, at best, a
2233 means of future correction and not remedies which make the public whole for past
2234 breaches.
2235

2236 **B. Service Performance Standards; Liquidated Damages for Failure to Meet**
2237 **Standards.** The parties further acknowledge that consistent, reliable Solid Waste,
2238 Recyclable Materials, and Yard Waste Collection is of utmost importance to the
2239 Town and that the Town has considered and relied on Contractor's representations
2240 as to its quality of service commitment in awarding the Agreement to it. The parties
2241 further recognize that some quantified standards of performance are necessary and
2242 appropriate to ensure consistent and reliable service and performance. The parties
2243 further recognize that if Contractor fails to achieve the performance standards, or
2244 fails to submit required documents in a timely manner, the Service Area and its
2245 residents will suffer damages and that it is and will be impractical and extremely
2246 difficult to ascertain and determine the exact amount of damages which the Town
2247 will suffer. Therefore, without prejudice to the Town's right to treat such non-
2248 performance as an event of default under this Article 11, the parties agree that the
2249 following liquidated damage amounts represent a reasonable estimate of the
2250 amount of such damages considering all of the circumstances existing on the date
2251 of this Agreement, including the relationship of the sums to the range of harm to
2252 the Town that reasonably could be anticipated and the anticipation that proof of
2253 actual damages would be costly or impractical. In placing their initials at the places
2254 provided, each party specifically confirms the accuracy of the statements made
2255 above and the fact that each party has had ample opportunity to consult with legal
2256 counsel and obtain an explanation of the liquidated damage provisions at the time
2257 that the Agreement was made.

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Contractor
Initial Here _____

Town
Initial Here _____

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

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1. Collection Reliability.

- a. For each failure to commence service to a new service recipient account within seven (7) days after order, which exceed five (5) such failures annually: \$150.00
- b. For each failure to Collect Solid Waste, Recyclable Materials, and Yard Waste, which has been properly set out for Collection, from an established service recipient account on the scheduled Collection day and not Collected within the period described in this Agreement which exceeds forty-five (45) such failures quarterly: \$150.00
- c. For each failure to Collect Solid Waste, Recyclable Materials, and Yard Waste, which has been properly set out for Collection, from the same service recipient on two (2) consecutive scheduled pickup days: \$150.00
- d. For each failure to perform and submit billing reviews: \$250.00

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2. Collection Quality.

- a. For each occurrence of damage to private property which exceeds seven (7) such occurrences annually: \$250.00
- b. For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lids secured (in areas where service recipients own their containers, if applicable) which exceeds ten (10) such occurrences annually: \$150.00
- c. For each occurrence of excessive noise or discourteous behavior: \$250.00
- d. For each failure to clean up Solid Waste, Recyclable Materials, and Yard Waste spilled by Contractor from Containers which exceeds fifteen (15) such failures annually: \$150.00
- e. For each occurrence of Collecting Solid Waste, Recyclable Materials and Yard Waste during unauthorized hours which exceeds ten (10) such occurrences annually: \$250.00

2296
2297
2298

3. Service Recipient Responsiveness.

- a. For each failure to initially respond to a service recipient Complaint within one (1) business day: \$100.00

2299 b. For each failure to process service recipient Complaints to the Town
2300 as required by Article 5: \$500.00
2301

2302 **4. Timeliness of Submissions to Town/State Agencies.** Reports shall be
2303 considered late, after the seventh late day, until such time as a correct and
2304 complete report is received by the Town. For each calendar day a report is
2305 late, the daily liquidated damage amount shall be:

- 2306 a. Annual reports to the Town: \$100 per day
- 2307
- 2308 b. Required reports to State agencies per Section 8.03.C of this
2309 Agreement: \$100 per day
2310

2311 Liquidated damages will only be assessed after Contractor has been given the
2312 opportunity but failed to rectify, in a timely manner, the breach as described in this
2313 Agreement. The Town may determine the occurrence of events giving rise to
2314 liquidated damages through the observation of its own employees or representative
2315 or investigation of service recipient Complaints.
2316

2317 Prior to assessing liquidated damages, the Town shall give Contractor notice of its
2318 intention to do so. The notice will include a brief description of the incident(s)/non-
2319 performance. Contractor may review (and make copies at its own expense) all
2320 information in the possession of the Town relating to incident(s)/non-performance.
2321 Contractor may, within ten (10) days after receiving the notice, request a meeting with
2322 the Town. Contractor may present evidence in writing and through testimony of its
2323 employees and others relevant to the incident(s)/non-performance. The Town will
2324 provide Contractor with a written explanation of his or her determination on each
2325 incident(s)/non-performance prior to authorizing the assessment of liquidated
2326 damages. The decision of the Town shall be final.
2327

2328 **C. Amount.** The Town may assess liquidated damages for each calendar day or
2329 event, as appropriate, that Contractor is determined to be liable in accordance with
2330 this Agreement.
2331

2332 **D. Timing of Payment.** Contractor shall pay any liquidated damages assessed by
2333 the Town within ten (10) days after they are assessed. If they are not paid within
2334 the ten (10) day period, the Town may proceed against the performance bond
2335 required by the Agreement or order the termination of the Agreement granted by
2336 this Agreement, or both.
2337

2338 **11.04 Excuse from Performance.**

2339 The parties shall be excused from performing their respective obligations hereunder
2340 in the event they are prevented from so performing by reason of floods, earthquakes,
2341 other natural disasters, war, civil insurrection, terrorist attacks, riots, acts of any

2342 government (including judicial action), and other similar catastrophic events which
2343 are beyond the control of and not the fault of the party claiming excuse from
2344 performance hereunder. Labor unrest, including, but not limited to, strike, work
2345 stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by
2346 Contractor's employees or directed at Contractor is not an excuse from performance
2347 and Contractor shall be obligated to continue to provide service notwithstanding the
2348 occurrence of any or all of such events.

2349
2350 The party claiming excuse from performance shall, within two (2) days after such party
2351 has notice of such cause, give the other party notice of the facts constituting such cause
2352 and asserting its claim to excuse under this Section 11.04.

2353
2354 The interruption or discontinuance of Contractor's services caused by one or more of
2355 the events excused shall not constitute a default by Contractor under this Agreement.
2356 Notwithstanding the foregoing, however, if Contractor is excused from performing its
2357 obligations to Collect; transfer, transport, process and Dispose of Solid Waste
2358 hereunder for any of the causes listed in this Section for a period of ten (10) days or
2359 more, the Town shall nevertheless have the right, in its sole discretion, to terminate
2360 this Agreement by giving ten (10) days' notice, in which case the provisions relative to
2361 taking possession of Contractor's land, equipment and other property and engaging
2362 Contractor's personnel in Article 10 and this Article 11 will apply.

2363
2364 **11.05 Notice, Hearing and Appeal of Town/ Breach.**

2365 Should Contractor contend that the Town is in breach of this Agreement, it shall file
2366 with the Town Administrator a written request with the Town's Solid Waste
2367 Committee for an administrative hearing. Said request shall be made within ninety
2368 (90) days of the event or incident which allegedly gave rise to the breach. The Town
2369 Administrator shall notify Contractor of the time and date said hearing shall be held
2370 within thirty (30) days of receipt of Contractor's request. Contractor shall present its
2371 position and all relevant facts first and then the Town Administrator shall make his or
2372 her presentation. Contractor shall be notified of the Town's Solid Waste Committee's
2373 ruling in writing within fourteen (14) days of the administrative hearing.

2374
2375 If Contractor is not in agreement with the ruling issued by the Committee at the
2376 administrative hearing, it shall have the right to appeal this ruling to Town Council.
2377 This appeal shall be made in writing to the Town Administrator no later than fourteen
2378 (14) days after receipt of the administrative hearing ruling. The Town Administrator
2379 shall notify Contractor of the time and date the Town Council will review Contractor's
2380 allegation. Contractor shall present its position and all relevant facts. Contractor shall
2381 be notified in writing within thirty (30) days of the Town Council's ruling. The Town
2382 Council's ruling shall be final, and Contractor shall have no further rights of
2383 administrative appeal.

2384

2385 **11.06 Assurance of Performance.**

2386 Each party may, at its option and in addition to all other remedies it may have, demand
2387 from the other Party reasonable assurances of timely and proper performance of this
2388 Agreement, in such form and substance as the Party may require. If the other Party
2389 fails or refuses to provide satisfactory assurances of timely and proper performance in
2390 the form and by the date required by the Party, such failure or refusal shall be an event
2391 of default.
2392

2393 **11.07 Damage to Property.**

2394 Contractor shall endeavor to resolve all claims as soon as reasonably practicable
2395 following receipt thereof, made by Owners or occupants of property served by
2396 Contractor, for damages to property including, but not limited to, Containers. In the
2397 event such damage shall have been caused by the negligence or intentional acts of
2398 Contractor, its officers, agents, or employees, Contractor shall promptly repair or
2399 replace such damaged property. The provisions of this Section 11.07 shall not be
2400 deemed a limitation upon any other provisions of this Agreement, or any rights or
2401 remedies which may accrue to the Town by reason of Contractor's acts or omissions
2402 to act hereunder.
2403

2404 **11.08 Town Remedies Cumulative; Specific Performance.**

2405 The Town's rights to suspend or terminate this Agreement or to perform under Article
2406 10 are not mutually exclusive, and the Town's exercise of one such right shall not
2407 constitute a selection of remedies. Instead, they shall be in addition to any and all other
2408 legal and equitable rights and remedies which the Town may have.
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**ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES**

12.01 Relationship of Parties.

The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by the Town and neither as an officer or employee of the Town nor as a partner or joint venture with the Town. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of the Town. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the Town's employees by virtue of their employment with the Town.

12.02 Compliance with Law.

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws (including but not limited to the "Environmental Laws") of the United States, the State of California, the County of Butte, the Service Area and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term, collectively, the "Laws"). In the event of any conflict between this Agreement and Laws, the requirements of the Laws shall govern, and Contractor shall not be in breach of this Agreement if Contractor complies with the Laws in contravention of this Agreement, provided that nothing in this Section 12.02 is intended to limit or enlarge Contractor's obligations or diminish its right to satisfy its obligation to provide Solid Waste, Recyclable Materials, Yard Waste Collection, Processing, and/or Disposal.

12.03 Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.04 Jurisdiction.

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and will be performed in Butte County, California.

2453 **12.05 Assignment by Contractor.**

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A. General. Contractor acknowledges that this Agreement involves rendering a vital service to the Town's residents and businesses, and that the Town has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations, and best management practices, and (2) Contractor's obligations to the Town under this Agreement. The Town has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

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B. Assignments. Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person.

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If Contractor requests the Town's consideration of and consent to an assignment, the Town may deny or approve such request using its sole discretion. No request by Contractor for consent to any assignment need be considered by the Town unless and until Contractor has met the following requirements:

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1. Contractor shall undertake to pay the Town its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;

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2. Contractor shall furnish the Town with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;

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3. Contractor shall furnish the Town with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, and Yard Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any Federal, State or local agencies having jurisdiction over its Solid Waste, Recyclable Materials, and Yard Waste management operations due to any significant failure to comply with State, Federal or local Environmental Laws and that the assignee has provided the Town with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its

2492 operations in an environmentally safe and conscientious fashion; (iv) that
2493 the proposed assignee conducts its Solid Waste, Recyclable Materials, and
2494 Yard Waste management practices in accordance with sound Solid Waste,
2495 Recyclable Materials, and Yard Waste management practices in full
2496 compliance with all Federal, State and local laws regulating the Franchised
2497 Services including Hazardous Substances; (v) that the proposed assignee
2498 can meet the guaranty and performance bond requirements met by
2499 Contractor; and , (vi) of any other information required by the Town to
2500 ensure the proposed assignee can fulfill the terms of this Agreement in a
2501 timely, safe and effective manner.

2502
2503 Under no circumstances shall the Town be obligated to consider any proposed
2504 assignment by Contractor.
2505

2506 **C. Assignment Defined.** For the purpose of this Section 12.05.C, when used in
2507 reference to Contractor, "assignment" shall include, but not be limited to (1) a sale,
2508 exchange or other transfer of substantially all of Contractor's assets dedicated to
2509 service under this Agreement to a third party; (ii) a sale, exchange or other transfer
2510 of outstanding common stock of Contractor to a third party regardless of whether
2511 said sale, exchange or transfer may result in a change of control of Contractor; (iii)
2512 any dissolution, organization, consolidation, merger, re-capitalization, stock
2513 issuance or re-issuance, voting trust, pooling agreement, escrow arrangement,
2514 liquidation or other transaction to which results in a change of Ownership or
2515 control of Contractor; (iv) any assignment by operation of law, including
2516 insolvency or bankruptcy, making assignment for the benefit of creditors, writ of
2517 attachment for an execution being levied against this Agreement, appointment of
2518 a receiver taking possession of Contractor's property, or transfer occurring in the
2519 event of a probate proceeding; and (v) any combination of the foregoing (whether
2520 or not in related or contemporaneous transactions) which has the effect of any such
2521 transfer or change of Ownership, or change of control of Contractor.
2522

2523 **12.06 Binding on Assigns.**

2524 The provisions of this Agreement shall inure to the benefit to and be binding on the
2525 permitted assigns of the parties.
2526

2527 **12.07 Affiliated Companies.**

2528 Contractor shall maintain accounting records and financial statements on a basis
2529 showing the results of Contractor's operations under this Agreement separately from
2530 operations in other locations, as if Contractor were an independent entity providing
2531 service only to the Town. For purposes of this Agreement, the costs and revenues
2532 associated with providing service to the Town shall not be combined, consolidated or

2533 in any other way incorporated with those of other operations conducted by Contractor
2534 in other locations, or with those of an Affiliate.

2535
2536 If Contractor enters into any financial transactions with a Related Party Entity or
2537 Affiliate for the provision of labor, equipment, supplies, services, capital, etc., related
2538 to the furnishing of service under this Agreement, that relationship shall be disclosed
2539 to the Town, and in the financial reports submitted to the Town. In such event, the
2540 Town's rights to inspect records, and obtain financial data shall extend to such Related
2541 Party Entity or entities.

2542
2543 **12.08 Subcontracting.**

2544 Except for street sweeping activities, Contractor shall not engage any subcontractors
2545 for Collection, Processing or Disposal of Solid Waste, Recyclable Materials, and Yard
2546 Waste without the prior written consent of the Town.

2547
2548 **12.09 Transition to Next Contractor.**

2549 If the transition of services to another Contractor occurs through expiration of term,
2550 subsequent Contractor(s) to assist in an orderly transition which will include
2551 Contractor providing route lists and billing information. Contractor will not be
2552 obliged to sell Collection vehicles, bins and Containers to the next Contractor.
2553 Depending on Contractor's circumstances at the point of transition, Contractor at its
2554 option may enter into negotiations with the next Contractor to sell (in part or all)
2555 Collection vehicles, bins and Containers.

2556
2557 **12.10 Parties in Interest.**

2558 Nothing in this Agreement, whether express or implied, is intended to confer any
2559 rights on any Persons other than the parties to it and their representatives, successors
2560 and permitted assigns.

2561
2562 **12.11 Waiver.**

2563 The waiver by either party of any breach or violation of any provisions of this
2564 Agreement shall not be deemed to be a waiver of any breach or violation of any other
2565 provision nor of any subsequent breach or violation of the same or any other provision.
2566 The subsequent acceptance by either party of any monies which become due
2567 hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach
2568 or violation by the other party of any provision of this Agreement.

2569
2570 **12.12 Contractor's Investigation.**

2571 Contractor has made an independent investigation (satisfactory to it) of the conditions
2572 and circumstances surrounding the Agreement and the work to be performed by it.
2573

2574 **12.13 Notice.**

2575 All notices, demands, requests, proposals, approvals, consents and other
2576 communications which this Agreement requires, authorizes or contemplates shall be
2577 in writing and shall either be personally delivered to a representative of the parties at
2578 the address below or be deposited in the United States mail, first class postage prepaid,
2579 addressed as follows:

2580
2581 If to the Town:

2582 Town of Paradise
2583 Town Hall
2584 5555 Skyway
2585 Paradise, CA 95969
2586 Attn: Town Manager

2587
2588
2589 If to the Contractor: _

2590 Northern Recycling & Waste Services
2591 P.O Box 2529
2592 Paradise, CA 95967
2593 Attn: General Manager

2594
2595
2596 The address to which communications may be delivered may be changed from time
2597 to time by a notice given in accordance with this Section 12.13.

2598
2599 Notice shall be deemed given on the day it is personally delivered or, if mailed, three
2600 days from the date it is deposited in the mail.

2601
2602 **12.14 Representatives of the Parties.**

2603
2604 **A. Representatives of the Town.** References in this Agreement to the "Town" shall
2605 mean the Town Administrator and all actions to be taken by the Town shall be
2606 taken by the Town Administrator who may delegate his/her authority in writing
2607 to another Town employee, Contractor may rely upon actions taken by such
2608 delegates if they are within the scope of the Town and properly delegated to
2609 him/her.

2610
2611 **B. Contractor Representatives.** Contractor shall, by the Effective Date, designate
2612 in writing a responsible officer who shall serve as the representative of Contractor
2613 in all matters related to the Agreement and shall inform The Town Administrator
2614 in writing of such designation and of any limitations upon his or her authority to
2615 bind Contractor. The Town Administrator may rely upon action taken by such
2616 designated representative as actions of Contractor if they are within the scope of
2617 the Contractor and properly delegated to him/her by Contractor.
2618

2619 **12.15 Town Free to Negotiate with Third Parties.**

2620 The Town may investigate all options for the Collection and processing of Solid Waste
2621 after the expiration of the Term. Without limiting the generality of the foregoing, the
2622 Town may solicit proposals from Contractor and from third parties for the provision
2623 of services, and any combination thereof, and may negotiate and execute agreements
2624 for such services which will take effect upon the expiration or earlier termination
2625 under Section 11.01 of this Agreement.
2626

2627 **12.16 Compliance with the Town's Codes.**

2628 Contractor shall comply with those provisions of the ordinances and municipal codes
2629 of the Town which are applicable, and with any and all amendments to such applicable
2630 provisions during the term of this Agreement provided, however, that if a change in
2631 any such municipal code materially affects Contractor's annual cost of operations, the
2632 Contractor shall be entitled to an interim compensation adjustment as provided for in
2633 Section 6.04. Moreover, no such change may revoke or override the grant to Contractor
2634 of the exclusive franchise in Section 2.01 of this Agreement or override the Contractor's
2635 designations of a Material Recovery Facility and Disposal Site pursuant to this
2636 Agreement.
2637

2638 **12.17 Privacy.**

2639 Contractor shall strictly observe and protect the rights of privacy of service recipients.
2640 Information identifying individual service recipients or the composition or contents of
2641 a service recipient's waste stream shall not be revealed to any Person, governmental
2642 unit, private agency, or Contractor, unless upon the authority of a court of law, by
2643 statute, or upon valid authorization of the service recipient. This provision shall not
2644 be construed to preclude Contractor from preparing, participating in, or assisting in
2645 the preparation of waste characterization studies or waste stream analyses which may
2646 be required by AB 939.
2647

2648 **12.18 Integrated Contract.**

2649 This Agreement represents the full and complete understanding of every kind or
2650 nature whatsoever between the parties hereto, and all preliminary negotiations and
2651 agreements of whatsoever kind or nature are merged herein. No verbal agreement or
2652 implied covenant shall be held to vary the provisions hereof. Any modification of this
2653 Agreement will be effective only by written agreement signed by both the Town and
2654 Contractor.
2655

2656 **12.19 Inserted Provisions.**

2657 Each provision and clause required by law to be inserted into the Agreement shall be
2658 deemed to be enacted herein, and the Agreement shall be read and enforced as though
2659 each were included herein. If through mistake or otherwise, any such provision is not
2660 inserted or is not correctly inserted, the Agreement shall be amended to make such
2661 insertion on application by either party.
2662

2663 **12.20 Execution.**

2664 This Agreement shall be executed in duplicate original counterparts by the parties.
2665 Irrespective of the date this Agreement is so executed, the Effective Date hereof shall
2666 be, and is April 30, 2017.
2667

2668 **12.21 Non-Discrimination.**

2669 Consistent with Town's policy that harassment and discrimination are unacceptable
2670 employer-employee conduct, Contractor agrees that harassment or discrimination
2671 directed toward a job applicant, a Town employee, or a citizen by Contractor or
2672 Contractor's employee on the basis of race, religious creed, color, national origin,
2673 ancestry, handicap, mental or physical disability, Acquired Immune Deficiency
2674 Syndrome (AIDS), AIDS-Related Complex (ARC), cancer-related medical condition,
2675 refusal of family care leave, marital status, denial of pregnancy disability leave, veteran
2676 status, age, sex, sexual orientation or sexual preference will not be tolerated.
2677 Contractor agrees that any and all violations of this provision shall constitute a
2678 material breach of this Agreement.
2679

2680 **12.22 Dispute Resolution.**

2681 Prior to initiation of litigation under this Agreement, the parties shall attempt to
2682 resolve their disputes by means of mediation. If the parties cannot agree on a mediator,
2683 the Superior Court of Butte County shall appoint a mediator. Each party shall bear
2684 their costs and attorney fees arising out of the mediation and shall share equally the
2685 cost of the mediator, provided, however, that if the matter is not resolved by way of
2686 mediation, the prevailing party in any subsequent litigation shall be entitled to collect
2687 their costs of mediation as an element of their costs of suit, including reasonable
2688 attorney fees (incurred both in the mediation process as well as the subsequent court
2689 proceedings).
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ARTICLE 13
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants as follows:

13.01 Company Status.

Contractor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

13.02 Company Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The Managers and Members of the Company have taken all actions required by law, its operating agreement, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

13.03 Agreement Will Not Cause Breach.

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agencies or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default there under.

13.04 No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agencies or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the Town in writing.

2733 **13.05 No Adverse Judicial Decisions.**

2734 To the best of Contractor's knowledge, after reasonable investigation, there is no
2735 judicial decision that affects the validity of this Agreement and may subject this
2736 Agreement to legal challenge.

2737

2738 **13.06 Ability to Perform.**

2739 Contractor possesses the business, professional, and technical expertise to manage,
2740 handle, treat, store and Dispose of the Solid Waste, and possesses the equipment,
2741 plant, and employee resources required to perform this Agreement.

2742

2743

ARTICLE 14
MISCELLANEOUS PROVISIONS

- 2744
2745
2746
- 2747 **14.01 Entire Agreement.**
- 2748 This Agreement, including the Exhibits, represents the full and entire Agreement
2749 between the parties with respect to the matters covered herein.
2750
- 2751 **14.02 Section Headings.**
- 2752 The article headings and section headings in this Agreement are for convenience of
2753 reference only and are not intended to be used in the construction of this Agreement
2754 nor to alter or affect any of its provisions.
2755
- 2756 **14.03 References to Laws and Other Agreements.**
- 2757 All references in this Agreement to laws shall be understood to include such laws as
2758 they may be subsequently amended or recodified, unless otherwise specifically
2759 provided. This Agreement supersedes any and all agreements heretofore entered into
2760 by the parties.
2761
- 2762 **14.04 Interpretation.**
- 2763 This Agreement, including the Exhibits attached hereto, shall be interpreted and
2764 construed reasonably and neither for nor against either party, regardless of the degree
2765 to which either party participated in its drafting.
2766
- 2767 **14.05 Agreement.**
- 2768 This Agreement may not be modified or amended in any respect except by a writing
2769 signed by the parties. Any conflict between the body of the Agreement and the
2770 Exhibits shall be resolved in favor of the Agreement.
2771
- 2772 **14.06 Severability.**
- 2773 If any non-material provision of this Agreement is for any reason deemed to be invalid
2774 and unenforceable, the invalidity or unenforceability of such provision shall not affect
2775 any of the remaining provisions of this Agreement which shall be enforced as if such
2776 invalid or unenforceable provision had not been contained herein.
2777
- 2778 **14.07 Exhibits.**
- 2779 Each of Exhibits identified as Exhibit "A" through "H" is attached hereto and
2780 incorporated herein and made a part hereof by this reference.
2781
- 2782 **14.08 Attorneys' Fees.**
- 2783 The prevailing party in any action brought to enforce the terms of this Agreement or
2784 arising out of this Agreement may recover its reasonable costs and attorneys' fees
2785 expended in connection with such an action from the other party.

2786
2787 **14.09 Compilation of Information for State Law Purposes.**
2788 Contractor shall compile information on amounts of Solid Waste delivered to the
2789 Facilities and other information, which the Town may reasonably request.
2790
2791 **14.10 Definitions.**
2792 Capitalized terms used in this Agreement without definition have the meanings
2793 specified in Exhibit A, unless the context clearly requires otherwise.
2794
2795 **14.11 Counterparts.**
2796 This Agreement may be executed in counterparts, each of which shall be deemed to be
2797 an original.
2798
2799

2800 IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement (Effective
2801 _____, 2017) as of the day set forth by their respective signature.

2802 Date: _____

TOWN OF PARADISE

2804 ATTEST: BY: _____

2806
2807
2808 _____
2809 Town Clerk

2810 Date: _____

2812
2813 APPROVED AS TO FORM: _____
2815 (Contractor)

2816 BY: _____
2817 _____
2818 Town Attorney

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EXHIBITS

Definitions Exhibit A
Town's Facilities/Special Events Exhibit B
Contractor Public Education Plan..... Exhibit C
Payments to Town..... Exhibit D
Rate Adjustment Methodology Exhibit E
Solid Waste Collection Rate Schedule Exhibit F
Notary Certification Exhibit G
Street Sweeping Program Exhibit H

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EXHIBIT A
Definitions

1 **Exhibit A**
2 **DEFINITIONS**
3

4 This Agreement will be construed in accordance with the following definitions.

5 **Act**

6 "Act" means the Act of 1989 (AB939) Public Resources Code, Section 40000 et seq., as it
7 may be amended from time to time.

8 **Affiliate**

9 "Affiliate" means all businesses (including corporations, limited and general partnerships
10 and sole proprietorships) which are directly or indirectly related to Contractor by virtue of
11 direct or indirect ownership interest or common management shall be deemed to be
12 "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An
13 Affiliate shall include a business in which Contractor owns a direct or indirect ownership
14 interest, a business which has a direct or indirect ownership interest in Contractor and/or
15 a business which is also owned, controlled or managed by any business or individual
16 which has a direct or indirect ownership interest in Contractor. For purposes of
17 determining whether an indirect ownership interest exists, the constructive ownership
18 provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date
19 of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be
20 substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C)
21 thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining
22 ownership under this paragraph and constructive or indirect ownership under Section
23 318(a), ownership interest of less than ten percent (10%) shall be disregarded and
24 percentage interests shall be determined on the basis of the percentage of voting interest or
25 value which the ownership interest represents, whichever is greater.

26 **Agreement**

27 "Agreement" means this Agreement, including any amendments, between the Town and
28 Contractor.

29 **Billings**

30 "Billings" means any and all statements of charges for services rendered, howsoever
31 made, described or designated by Contractor, or made by others for Town or Contractor,
32 to Owners or occupants of property, including Residential Property and commercial,
33 industrial and institutional Property, served by Contractor for the Collection of Solid
34 Waste, Recyclable Materials, and Yard Waste.

35 **Collect/Collection**

36 "Collect" or "Collection" means to take physical possession, transport, and remove Solid
37 Waste, Recyclable Materials, and Yard Waste within and from the Service Area.

1 **Commencement Date**

2 "Commencement Date" means the date specified when Collection, Processing, and
3 Disposal services required by this Agreement shall be provided.

4 **Commercial, Industrial and Institutional Service Recipient**

5 "Commercial, Industrial and Institutional Service Recipient" means Waste Generators
6 whose business activity includes but is not limited to retail sales, services, wholesale sales,
7 research and development, government, non-profit, hospital, manufacturing and
8 industrial operations, but excluding businesses conducted upon Residential Property
9 which are permitted under applicable zoning regulations and are not the primary use of
10 the property.

11 **Complaint**

12 "Complaint" means the written statement (prepared by the Town Administrator, if based
13 on oral statements made by members of the public or Owners or occupants of property)
14 made by members of the public, Owners or occupants of properties served by Contractor,
15 or officers, employees or agents of the Town alleging non-performance or deficiencies in
16 performance of Contractor's duties and obligations under this Agreement, or otherwise
17 alleging a violation by Contractor of the provisions of this Agreement.

18 **Composting (Compost)**

19 "Composting" means a controlled biological decomposition of organic materials yielding a
20 safe and nuisance free compost product.

21 **Construction and Demolition Debris**

22 "Construction and Demolition Debris" means used or discarded construction materials
23 generated during the construction or demolition or renovation of a structure.

24 **Containers**

25 "Containers" means any and all types of Solid Waste, Recyclable Materials, and Yard
26 Waste receptacles including but not limited to metal or plastic cans, carts, bins, tubs,
27 bins/dumpsters, roll-off boxes, or debris boxes.

28 **Contractor**

29 "Contractor" means Northern Recycling & Waste Services, a limited liability company
30 organized and operating under the laws of the State of California and its managers,
31 members, directors, employees, agents, companies and subcontractors. The members of
32 the limited liability company are: Recovery Products & Services, Inc., a California
33 corporation, Garbarino Northern Recycling & Waste Services, LLC, Pestoni Paradise
34 City, LLC and Garaventa Enterprises, Inc., a California corporation.

35 **Contractor Compensation**

36 "Contractor Compensation" means the revenue received by the Contractor from Billings
37 for providing services in accordance with this Agreement.

38

1 **Contractor's Proposal**

2 "Contractor's Proposal" means the proposal submitted by the Contractor and received on
3 April 7, 2006 by the Town in response to the Town's February 2006 Request for Proposals
4 for the Solid Waste, Recyclable Material, and Yard Waste Collection, Processing and
5 Disposal Services and certain supplemental written materials, which are included as
6 Exhibit H to this Agreement and are incorporated by reference.

7 **Curbside**

8 "Curbside" means the location of a Container for pick-up, not more than fifteen (15) feet
9 from the street curb. Where no street curb exists, the location shall be within five (5) feet
10 from the outside edge of the street nearest the property's entrance.

11 **Demolition Debris**

12 "Demolition Debris" means used or discarded construction materials generated during the
13 razing or renovation of a structure.

14 **Designated Waste**

15 "Designated Waste" means non-hazardous waste which may pose special disposal
16 problems because of its potential to contaminate the environment and which may be
17 disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance
18 issued by the California Department of Health Services. Designated Waste consists of those
19 substances classified as designated waste by the State of California, in 23 California Code
20 of Regulations Section 2522.

21 **Dispose/Disposal**

22 "Dispose" or "Disposal" means the ultimate disposition of Solid Waste collected by
23 Contractor at a Disposal Site in Full Regulatory Compliance.

24 **Disposal Site(s)**

25 "Disposal Site(s)" means the Solid Waste facility or facilities utilized for the ultimate
26 landfill Disposal of Solid Waste Collected by Contractor. The Neal Road Landfill owned
27 by the County of Butte, shall be the initial designated Disposal Site of Contractor as of the
28 effective date of this Agreement.

29 **Effective Date**

30 "Effective Date" means the date on which the latter of the two Parties signs the Agreement
31 and the date on which Contractor may begin to take actions and incur costs in preparation
32 to provide Collection, Processing, and Disposal services required by this Agreement.

33 **Electronic Waste**

34 "Electronic Waste" (E-Waste) means discarded electronic equipment such as, but not
35 limited to, television sets, computer monitors, central processing units (CPU's), laptop
36 computers, external computer hard drives, computer keyboards, computer mice, computer
37 printers, DVD and VCR players.

1 **Environmental Laws**

2 "Environmental Laws" means all federal and state statutes, County, local and Town
3 ordinances concerning public health, safety and the environment including, by way of
4 example and not limitation, the Act, the Comprehensive Environmental Response,
5 Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation
6 and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.;
7 the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and
8 Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California
9 Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act,
10 California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality
11 Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic
12 Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force
13 or as hereafter amended, and all rules and regulations promulgated there under.

14 **Extra Services**

15 "Extra Services" means services provided by Contractor beyond the standard subscribed
16 services to customers.

17 **Facility/Facilities**

18 "Facility/Facilities" means any plant or site, owned or leased and maintained, operated or
19 used by Contractor or the Town for purposes of performing Contractor's obligations
20 under this Agreement.

21 **Fiscal Year**

22 "Fiscal Year" means the same as calendar year (January 1 through December 31).

23 **Franchise**

24 "Franchise" means the special right granted by the Town for the Collection of Solid Waste,
25 Recyclable Materials, and Yard Waste within the Service Area, the transportation of such
26 material to appropriate places of processing, Recycling, Composting and/or Disposal, and
27 the Processing of Recyclable Materials.

28 **Franchise Fee**

29 "Franchise Fee" means the fee paid by Contractor to the Town as rental for the use of
30 Town streets.

31 **Franchised Services**

32 "Franchised Services" means the Collection of Solid Waste, Recyclable Materials and Yard
33 Waste within the Service Area, the transportation of such material to appropriate places of
34 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable
35 Materials and Yard Waste.

1

2 **Full Regulatory Compliance**

3 "Full Regulatory Compliance" means compliance with all applicable permits for a Facility
4 such that the Contractor will at all time maintain the ability to fully comply with its
5 obligations under this Agreement.

6 **Garbage**

7 "Garbage" means putrescible animal, fish, food, fowl, fruit or vegetable matter, or any
8 form thereof, resulting from the preparation, storage, handling, or consumption of such
9 substances.

10 **Generator**

11 "Generator" means any person as defined by the Public Resources Code, whose act or
12 process produced Solid Waste, Recyclable Materials, or Yard Waste as defined in the
13 Public Resources Code, or whose act first causes Solid Waste to become subject to
14 regulation.

15 **Gross Revenues**

16 "Gross Revenues" means any and all revenue or compensation in any form to Contractor
17 or other Affiliates of Contractor, for services performed pursuant to this Agreement,
18 determined in accordance with Generally Accepted Accounting Principles, including, but
19 not limited to, service recipient fees for Collection of Solid Waste, Recyclable Materials and
20 Yard Waste within the Service Area, the transportation of such material to appropriate
21 places of processing, Recycling, Composting, and/or Disposal and the Processing of
22 Recyclable Materials and Yard Waste without subtracting Franchise Fees or any other cost
23 of doing business.

24 **Gross Revenues Collected**

25 "Gross Revenues Collected" shall mean cash receipts collected by the Contractor for the
26 Collection of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area,
27 the transportation of such material to appropriate places of processing, Recycling,
28 Composting and/or Disposal, and the Processing of Recyclable Materials, without
29 subtracting Franchise Fees or any other cost of doing business, except for any Town
30 surcharges.

31 **Hazardous Substance**

32 "Hazardous Substance" shall mean any of the following: (a) any substances defined,
33 regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous
34 materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or
35 similarly identified as hazardous to human health or the environment, in or pursuant to (i)
36 the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42
37 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC
38 §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv)
39 the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-
40 25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii)

1 California Water Code §13050; (b) any amendments, rules or regulations promulgated
2 there under to such enumerated statutes or acts currently existing or hereafter enacted;
3 and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant
4 identified as hazardous or toxic or regulated under any other applicable federal, state or
5 local Environmental Laws currently existing or hereinafter enacted, including, without
6 limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas
7 and synthetic fuel products, and by-products.

8 **Hazardous Waste**

9 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous
10 Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code
11 §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such
12 statutes or identified and listed as Hazardous Waste by the US Environmental Protection
13 (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et
14 seq.) all future amendments thereto, and all rules and regulations promulgated there
15 under.

16 **Household Hazardous Waste**

17 "Household Hazardous Waste" means Hazardous Waste generated at Residential
18 Premises within the Service Area.

19 **Materials Recovery Facility (MRF)**

20 "Materials Recovery Facility" means a permitted Facility where Solid Waste, Recyclable
21 Materials, or Yard Waste are sorted or separated for the purposes recovering reusable or
22 Recyclable Materials.

23 **Missed Pick-up**

24 "Missed Pick-up" means failure of Contractor to pick up Solid Waste, Recyclable
25 Materials, and/or Yard Waste that has been set out by the customer at the time, at the
26 weight, in the volume, in the proper container, with the lawful contents in accordance with
27 this Agreement, and at the prescribed level of service, as mutually agreed upon by the
28 customer and Contractor.

29 **Multi-Family Residential Complex**

30 "Multi-Family Residential Complex" means any residential Premises, other than a Single
31 Family Dwelling, used for residential purposes. Such Premises normally have centralized
32 Solid Waste and Recyclable Materials Collection service for all units in the building and
33 are billed as one address.

34 **Occupant**

35 "Occupant" means the Person who occupies a Premises.

36 **Other Fees**

37 "Other Fees" means fees paid by the Contractor at the direction of the Town, including but
38 not limited to, a Vehicle Impact Fee.

1 **Owner (Ownership)**

2 "Owner" means the Person holding the legal title to the real property constituting the
3 Premises to which Solid Waste, Recyclable Materials and Yard Waste Collection service is
4 to be provided under this Agreement.

5 **Party (Parties)**

6 "Party" refers to the Town and Contractor, individually or together (Parties).

7 **Pass-Through Costs**

8 "Pass-Through Costs" means a cost to which no element of overhead, administrative
9 expense, profit, or other cost is added nor with respect to which any other amount is
10 credited, such that the specific amount of such cost is included without modification in the
11 calculations or reports to which such costs pertain.

12 **Person**

13 "Person" means any individual, firm, association, organization, partnership, corporation,
14 business trust, joint venture, the United States, the State of California, the County of Butte,
15 towns, cities, or special purpose districts.

16 **Premises**

17 "Premises" means any land, or building in Service Area where Solid Waste, Recyclable
18 Materials or Yard Waste is generated or accumulated.

19 **Processing**

20 "Processing" means to prepare, treat, or convert through some special method.

21 **Processing Facility (site)**

22 "Processing Facility" means a permitted Facility where Yard Waste or Recyclable
23 Materials are processed for reuse, recycling, composting, mulching, transformation or
24 purpose other than Disposal.

25 **Rates**

26 "Rates" means the unit to be charged customers by Contractor for providing the Collection
27 of Solid Waste, Recyclable Materials, and Yard Waste within the Service Area, the
28 transportation of such material to appropriate places of processing, Recycling, Composting
29 and/or Disposal, and the Processing of Recyclable Materials. Rates may be adjusted time
30 to time in accordance to this Agreement.

31 **Rate Year**

32 "Rate Year" means the twelve month period, commencing January 1, of one year and
33 concluding December 31 of the same year, for which Contractor compensation is
34 calculated.

1 **Recyclable Materials**

2 "Recyclable Materials" means discarded materials that are re-used, remanufactured or
3 processed. Materials shall include, but not be limited to: Metal Items -Aluminum cans,
4 tin & steel cans, dean aluminum foil, empty aerosol cans, small scrap metal items, pots,
5 pans & utensils, loose lids from jars,; Plastic Bottles - narrow neck (#1-#7), CRV containers,
6 all colors - lids/caps removed, rinsed and empty; Glass - all beverage & food containers,
7 all colors - lids / caps removed, rinsed and empty; and Mixed Paper - newspaper,
8 magazines, catalogs & gloss paper, brown paper bags, paper packaging, egg cartons, milk
9 and juice cartons, carbonless paper, office paper (all colors), phone books & soft cover
10 books, envelopes, junk mail, shredded paper in dear bags, box board and cardboard.

11 **Recycling**

12 "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting
13 discarded materials which meet the quality standards necessary to be re-used,
14 remanufactured or processed. The Collection, transportation or Disposal of Solid Waste
15 not intended for, or capable of, reuse is not Recycling.

16 **Related Party Entity**

17 "Related Party Entity" means any Affiliate which has financial transactions with
18 Contractor pertaining to this Agreement.

19 **Residential**

20 "Residential" shall mean of, from, or pertaining to a Single-Family or Multi-Family
21 Dwellings and Premises including single-family homes, apartments, condominiums,
22 townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors
23 and marinas where residents live aboard boats.

24 **Residential Property**

25 "Residential Property" means property used for residential purposes.

26 **Rubbish**

27 "Rubbish" means all waste wood, wood products, printed materials, paper, paste board,
28 rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings,
29 glass and other materials not included in the definition of Garbage, Hazardous Substance,
30 Yard Waste or Recyclable Materials, and such materials defined as "rubbish" by applicable
31 local ordinances in existence as of the Effective Date of this Agreement.

32 **Service Area**

33 "Service Area" means that territory within the Town of Paradise with respect to which the
34 Town exercises franchising authority for the Collection of Solid Waste, Recyclable
35 Materials and Yard, the transportation of such material to appropriate places of
36 processing, Recycling, Composting, and/or Disposal and the Processing of Recyclable
37 Materials and Yard Waste which territory is shown on a map on file in the office of the
38 Town Administrator, to which reference is hereby made for the description of said area.

1 **Service Suspension**

2 "Service Suspension" means an option for a residential customer to elect to stop service for
3 an extended period of time due to Premises being vacant. Absent period must be greater
4 than four (4) weeks and may only occur two times per year.

5 **Single Family Dwellings**

6 "Single Family Dwellings" means each Premises used for or designated as a single family
7 residential dwelling, including each unit of a duplex, triplex or townhouse condominium
8 in all cases in which there is separate or individual Solid Waste, Recyclable Materials, and
9 Yard Waste Collection are provided separately to each dwelling unit.

10 **Solid Waste**

11 "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid
12 wastes, as defined in California Public Resources Code §40191, as that section may be
13 amended from time to time. For the purposes of this Agreement, "Solid Waste" does not
14 include abandoned vehicles and parts thereof, Hazardous Waste or low-level radioactive
15 waste, medical waste, Recyclable Materials, or Yard Waste.

16 **Solid Waste Committee**

17 "Solid Waste Committee" means two Town council members and the Town Manager or his/her
18 designee.

19 **Source Separate**

20 "Source Separate" means to have the generator segregate from Solid Waste material which
21 otherwise would become Solid Waste, such as Recyclable Materials or Yard Waste, for the
22 sole purpose of reuse, Recycling, or composting, to be collected by Contractor or others.

23 **Term**

24 "Term" means the time period of this Agreement.

25 **Town**

26 "Town" means the Town of Paradise a municipal corporation of the State of California,
27 and all the territory lying within the municipal boundaries of the Town as presently
28 existing or as such boundaries may be modified, named a party to this Agreement.

29 **Town Administrator**

30 "Town Administrator" means the Town Manager or his or her designee.

31 **Transfer Station**

32 "Transfer Station" means a Facility primarily used for the purpose of transferring Solid
33 Waste from collection vehicles to transfer vehicles (but which may include recovery
34 attributes) to more efficiently transport said Solid Waste to its ultimate Disposal Site.

1 **Universal Waste**

2 "Universal Waste" means Universal Waste as defined in California Code of Regulations
3 Title 22, Division 4.5, Ch 11, Article 1, §66261.9. Included in the definition are, but are not
4 limited to, common household batteries, fluorescent tubes and bulbs and other mercury-
5 containing lamps, thermostats, electronic devices, electrical switches and relays, pilot light
6 sensors, mercury gauges, mercury-added novelties, mercury thermostats and non-empty
7 aerosol cans that contained hazardous materials.
8

9 **Waste Generator**

10 "Waste Generator" means any Person, whose act or process produced Solid Waste, or
11 whose act first causes Solid Waste to become subject to regulation.

12 **Yard Waste**

13 "Yard Waste" means a subset of organic Recyclable Materials consisting of grass cuttings,
14 weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees (not
15 more than six (6) inches in diameter) and four (4) feet in length, and similar materials
16 generated at Premises within the Service Area, separated and set out for Collection,
17 processing, and Recycling. Yard Waste does not include materials not normally produced
18 from farms, gardens or landscapes, such as, but not limited to, brick, rock, gravel, large
19 quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood or
20 wood products. Diseased plants and trees are also excluded from Yard Waste.
21

EXHIBITB

Town Facilities/
Special Events

Exhibit B
TOWN FACILITIES/ SPECIAL EVENTS

Town of Paradise Facilities/Locations and Service Levels		
Facility	Location	Service Level
Fire Station No. 81 & Police Station	767 Birch Street / 5595 Black Olive Dr	3-yd Container, Recycling and Yard Waste Carts
Fire Station No. 82	5545South Libby Road	2-yd Container, Recycling and Yard Waste Carts
Fire Station No. 83	1250 Wagstaff Road; or at CDF facility - Forest Service Road	2-yd Container, Recycling and Yard Waste Carts
Town Hall	5555Skyway	Trash, Recycling, & Yard Waste Carts, & 2-yd Cardboard bin
Paradise Animal Shelter & Town Public Works Yard	925 American Way	2-yd Container, Recycling and Yard Waste Cards
Paradise Community Park	NE comer of Black Olive Drive & Pearson Road intersection	Roll Carts and/or Fixed Small Containers
Paradise Memorial Trailway	Locations (3 or 4) along trailway (near public road intersections)	Roll Carts and/or Fixed Small Containers
Bus Stop	Skyway in front of Town Hall building	Roll Carts and/ or Fixed Small Containers
Bus Stop	Skyway in front of Terry Ashe Recreation Center, 6626 Skyway	Roll Carts and/ or Fixed Small Containers
Bus Stop	Skyway in front of Les Schwab Tire Store	Roll Carts and/or Fixed Small Containers
Bus Stop	Clark Road in front of Paradise Plaza shopping center	Roll Carts and/or Fixed Small Containers
Bus Stop	Butte Community Bank near Clark Road & Wagstaff Road intersection	Roll Carts and/ or Fixed Small Containers

Special Events

Johnny Appleseed Days
Gold Nugget Days
Chocolate Festival
4th of July

EXHIBIT C

Contractor Public Education Plan

Public Education Plan

Public Education Programs

Northern Recycling will educate the public on our comprehensive services, as well as provide information about increased recycling options and resources. This public education will be accomplished through direct contact with customers, effective marketing and PR materials, advertising in the local media, involvement in community events, and diverse recycling activities. Northern Recycling will offer expanded recycling programs - from curbside single-stream collection to increased source-separated debris box options.

Northern Recycling's public education will include:

- Informational brochure and other outreach materials
- Expanded, single-stream recycling educational information and outreach
- Quarterly Northern Recycling newsletter
- Outreach to residential customers through mailings, advertising, and community events
- Direct outreach to all commercial and multi-family accounts
- Recycling educational programs and tours
- Yard waste education and composting classes
- Hazardous waste/ universal waste recycling management plan
- Information about the expanded source-separated debris box collection
- School presentations and tours

The combination of these methods will dramatically increase diversion in Paradise/Butte County, as well as provide comprehensive information about all of Northern Recycling's services. We fully expect that curbside recycling collection, expanded business outreach and recycling, yard waste collection, and increased source-separated debris box service will push diversion rates past 50 percent.

Northern Recycling will use a variety of public outreach methods to assure that all residents and businesses receive *all* the information about the service change and new recycling options.

Northern Recycling will begin advertising, attending community events, distributing literature, and mailing service information immediately after the awarding of the service contract. This comprehensive public education program will continue through the entire transition process.

Public education materials distributed will include:

- Quarterly newsletter
- Direct mailings

- Brochures
- Billing inserts
- Recycling posters
- Recycling stickers
- Community mailing advertisements
- Newspaper advertisements
- movie theater advertisements
- Radio advertisements
- Presentations
- informational booths at community events

Presentations

Northern Recycling will conduct recycling outreach and public education presentations at various community events, schools, businesses, and more. Northern Recycling will build on already established presentation plans and experience, and conduct fruitful outreach to the Paradise/Butte County community. Northern Recycling will work with the Town and County to identify community groups and will contact the community groups directly to schedule presentations. Service information and recycling outreach will be given at the presentations, questions will be fielded, and various informational brochures and handouts will be distributed. Northern Recycling will continue to contact groups and businesses regarding presentations, as well as granting any presentation requests from the public. Additionally, Northern Recycling will work with schools and teachers to conduct recycling education and tours with student groups. Informational materials will be continuously created and updated in order to provide the most effective information to the public.

Participation at Town/County Events

Northern Recycling will provide informational materials and face-to-face education and support at the Fourth of July Street Fair, Johnny Appleseed Days, and ongoing community events.

Northern Recycling will work with the Town and County to provide public outreach and MSW. Recycling, and yard waste collection services and Town and County public events. Additionally, Northern Recycling will have a comprehensive special event-recycling program that provides waste and recycling consulting and MSW, recycling, and yard waste services to all special events, fairs, and festivals. Northern Recycling will work with event producers, vendors, and the general public to divert a significant amount of special event waste and educate the public on waste reuse, reduction, and recycling. This will include a pilot program for food waste collection at certain, qualifying events.

~~Northern Recycling will also organize several community events, including a free electronic waste drop-off event, a household hazardous waste collection event, a bulky item collection event, and a yard waste collection and composting event. All events will be advertised through the quarterly newsletter, billing inserts, and other advertising mediums. Northern Recycling will work together with the Town~~

~~and County to organize successful events and to promote the year round drop-off options at the hazardous waste facility. Northern Recycling will provide service and support for additional community cleanup events throughout the year.~~

Commented [MEE1]: Already covered in the franchise agreement

Recycling Outreach and Waste Audits

Northern Recycling will conduct recycling outreach in order to increase recycling rates, decrease contamination, and educate the public on all facets of the recycling program. This will include information about our collection services, as well as expanded information about reduction, reuse, and recycling options. Outreach materials will be designed and distributed to residents, multi-family accounts, and commercial businesses.

Northern Recycling will conduct site visits of commercial businesses which will include service level recommendations and tips on increased recycling. Businesses will always be encouraged to increase recycling as a money saving initiative. Northern Recycling will provide personalized service in order to maximize recycling rates at these businesses. Northern Recycling will continue to visit at least 20 percent of the commercial and multi-family accounts annually and conduct waste audits. Northern Recycling will also conduct on-site assessments and trainings for any business upon request. This service will be announced through billing inserts, the newsletter, and other outreach. Northern Recycling will partner with the Paradise Ridge Chamber of Commerce and other business groups to connect with all area businesses.

Additionally, Northern Recycling will education the public and businesses about the recycling and cost saving benefits of source-separated debris boxes. This information will be distributed through the quarterly newsletter, billing inserts, brochures, and other outreach

EXHIBITD
Payments to Town

EXHIBIT D
PAYMENTS BY CONTRACTOR

1. Franchise Fees

Contractor shall pay a monthly Franchise Fee using the following %'s:

Town of Paradise	7%
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EXHIBITE
Rate Adjustment
Methodology

Exhibit E

RATE ADJUSTMENT METHODOLOGY

General

The Solid Waste Collection Rate Schedule set forth in Section 6.02 shall be adjusted as of January 1, 2018 and annually thereafter to reflect changes in the California Statewide, Consumer Price Index, All Items, for all Urban Consumers West Urban Area, compiled and published by the United States Department of Labor, Bureau of Labor Statistics.

The annual adjustment to the rates will be based on 100-percent of the percentage change in the CPI for July of the current year as compared to July of the prior year (the Rate Adjustment Factor), applied to the then current rates, net of any surcharges or other expenses not related to the Contractor's final negotiated revenue requirement. In addition, this adjustment shall not apply to Solid Waste Disposal fees (Landfill Tip Fees) which are not regulated by the Contractor or Affiliate of the Contractor but shall apply to any such fees which are regulated by the Contractor or Affiliate of the Contractor. Any Landfill Tip Fees that are not regulated by the Contractor or Affiliate of the Contractor shall be adjusted in proportion to any changes in said fees, if and when such changes occur. No other adjustment to this portion of the rates will occur.

Figure 1 documents that portion of the Residential, Commercial and Debris Box Collection Revenue requirements that shall be subject to a proportional adjustment (Proportionally Adjusted Revenue Requirements) and that portion which shall be subject to the CPI adjustment (CPI Adjusted Revenue Requirements).

Figure 2 provides an example of the CPI 100% Rate Adjustment Factor calculation. Figure 3 provides an example calculation of the Overall Rate Adjustment Factor for the Residential and Commercial Solid Waste Collection rates using the CPI 100% Rate Adjustment Factor calculated in Figure 2 and illustrates how this Overall Rate Adjustment Factor would be applied to the existing rates to generate the new adjusted rates. Figure 4 provides a similar example calculation for the Debris Box rates.

The "Revenue Requirements" and "Percent of Total Expenses" used to calculate the Overall Rate Adjustment Factor for the Residential, Commercial and Debris Box Collection rates shall be adjusted on an annual basis in proportion to the Overall Rate Adjustment Factor as shown in Figures 2 and 3. These adjusted Revenue Requirements and Percent of Total Expenses will form the basis for calculating the rate adjustment for the following year.

Request for Rate Adjustment Requirements

In submitting its Request for Rate Adjustment for the Solid Waste Collection Rate Schedule the Contractor is required to provide the following information no later than September 15 of the current year:

- Documentation of the CPI for the period ending July of the current year and beginning July of the prior year.
- The CPI 100% Rate Adjustment Factor calculation consistent with the example shown in Figure 2.
- The calculation used to determine the Overall Rate Adjustment Factor consistent with the examples in Figures 3 and 4.
- Copies of the current Residential, Commercial and Debris Box Collection Rate Schedule.

Figure]
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION REVENUE REQUIREMENTS

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	TotalCPI Adjustment Revenue Requirement	Total Revenue Requirement
Residential Solid Waste Collection	5 Rev_Req	\$ 237,000	\$ 237,000	\$ 1,020,692	\$ 1,020,692	\$ 1,257,692
Residential Recycling Collection	5 Rev_Req			535,084	535,084	\$ 535,084
Residential Yard Waste Collection	5 Rev_Req			909,193	909,193	\$ 909,193
Commercial Solid Waste Collection	5 Rev_Req	124,800	124,800	380,233	380,233	\$ 505,033
Commercial Recycling Collection	5 Rev_Req			158,179	158,179	\$ 158,179
		<u>\$ 361,800</u>	<u>\$ 361,800</u>	<u>\$ 3,003,381</u>	<u>\$ 3,003,381</u>	<u>\$ 3,365,181</u>
% of Total Revenue Requirement			10.8%		89.2%	100.0%

DEBRIS BOX REVENUE REQUIREMENT

	Proposal Form	Solid Waste Disposal Fees	Total Proportionally Adjusted Revenue Requirement	All Other Fees	TotalCPI Adjustment Revenue Requirement	Total Revenue Requirement
Debris Box Solid Waste	5 Rev_Req	\$ 92,700	\$ 92,700	\$ 255,695	\$ 255,695	\$ 348,395
Construction/Demolition Debris Recovery Program	5 Rev_Req					
		<u>\$ 92,700</u>	<u>\$ 92,700</u>	<u>\$ 255,695</u>	<u>\$ 255,695</u>	<u>\$ 348,395</u>
% of Total Revenue Requirement			26.6%		73.4%	100.0%

Figure 2
EXAMPLE RATE ADJUSTMENT CALCULATION

Index Point Change

Current Year CPI (1)	188.4
Minus Prior Year CPI (2)	<u>-182.4</u>
Equals Index Point Change	6.0

Percent Change

Index Point Change	6.0
Divided by Prior Year CPI	$6.0 \div 182.4$
Equals	= 0.033
Multiplied by 100%	0.033×1.00
Equals "RATE ADJUSTMENT FACTOR"	= 0.033

Rate Adjustment

Current Monthly Rate	\$15.00
Times (1+ RATE ADJUSTMENT FACTOR)	$\$15.00 \times (1 + 0.033)$
Equals New Rate	= \$15.49

- (1) CPI for July of the current year
- (2) CPI for July of prior year

Figure 3
EXAMPLE RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS

Example 1 - No Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton	0%
CPI 110% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Bi/SC Year Expense net of Franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	0.0%	389,032
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,439,585

OVERALL RATE ADJUSTMENT FACTOR

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32-Gallon Cart with Recycling and Yard Waste	\$ 20.00	2.2%	\$ 20.44

Notes:

- (1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor
- (2) Franchise Fees adjustment reflects the additional fees due on the CPI Adjusted Expenses.

Figure 3 (continued)
 EXAMPLERESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION RATE ADJUSTMENT CALCULATIONS

Example 1 • Change in Disposal Fees

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton %Change	10%
CPI 100% Rate Adjustment Factor	2.5%

Rate Adjustment Percentage Calculation:

	Base Year Expense net of franchise Fees	Franchise Fees	Base Year Expenses	Percent Adjustment	Adjusted Revenue Requirement for Next Year (1)
Disposal Fees	361,800	27,232	389,032	10.0%	427,935
CPI Adjusted Expenses	2,767,818	208,330	2,976,149	2.5%	3,050,552
Franchise and Other Franchisor Fees					
	3,129,618	235,563	3,365,181		3,478,488

OVERALL RATE ADJUSTMENT FACTOR

Adjustment of Rates Using Overall Rate Adjustment Factor

	Total Existing Rate	Overall Rate Adjustment Factor	New Adjusted Rate
32 • Gallon Cart with Recycling and Yard Waste	\$ 20.00	3.4%	\$ 20.67

Notes:

(1) Revenue Requirement and Percent of Total Expense to be adjusted each year in proportion to Rate Adjustment Factor

Figun.4
 EXAMrLE DEBRIS BOX RATE ADJUSTMENT CALCULATIONS

Eumrl• I - NoChng• In Ol•rowl f,r

Calculation of Overall Rate Adjustment Factor

Assumptions:

Ol•ros,d Tip Fee J><lrTon	30.00	Rate n, d in rronow	\$	30.00
CPI 100% Rate Adjustm,nl Factor	2.51			

Rate Adjustment Percentage Calculation:

	S...V... E,r,nse nel of Fran-chise f,...	Franchi... f....	Ba Yeat E><lrTon	retCPnt Adjustment	Adjusted v nut Ri-quitmt'nt forNel<1Year (l)
Disposal F.....	92,700	,6'177	99,677	Dl,	99,677
CPI Adjusted E're...."	231,307	17,410	248,718	2,5-	254,936
	32,007	24,388	3,48395		35-1,613

Adjustment of Rate

	Edstmr, Haul Charr• includnr. Franchise F'...	percent Adjustment	N, w Adjusted Haul Charce	fa'lstmr. Disposal Charr,c per Ton Including Franchise Fet.-s	emenl Adjustment	Ni,wOisposal Charge per Ton
20Yard Ho,	\$ 175.82	2.5% S	180.22	\$ 32.26		32.26

Notes:

(1) Rev.nu* Requirement and Percent of Tol.l E,r,nse lot,,, odjusted e...:h year in rrororUon lo Rate Adjustmnl Factor

Figun, 4(continuod)
 EXAMrLE DEBRIS BOX RATE ADJUSTMENTCALCUATIONS

Eump1-1- NoChang In D1*ro 1 Ft0

Calculation of Overall Rate Adjustment Factor

Assumptions:

Disposal Tip Fee per Ton at Noal Rd L.Lndfill	5	35.00	Rate used in proposal	5	30.00
CPI 100 Rate Adjustment Factor		2.5\			

Rate Adjustment Percentage Calculation:

	Base Year 2011	2012	2013	2014	2015
Disposal Fees	92,700	6,177	99,677	17%	116,290
CPI Adjustment Expense	231,307	17,110	248,718	2.5\	251,936
Total	324,007	24,388	1,18,395		371,226
Estimated Tons	3,090				

Adjustment of Rate

	2011	2012	2013	2014	2015
Estimated Tons	3,090				
Disposal Fee per Ton	30.00				
Total Revenue	92,700	17,110	248,718	116,290	251,936
Estimated Tons	3,090				
Disposal Fee per Ton	30.00				
Total Revenue	92,700	17,110	248,718	116,290	251,936

Notes:

(1) Revenue Requirement and percent of Total Expense adjusted each year in proportion to Rate Adjustment Factor

EXHIBIT F

Solid Waste Collection
Rate Schedule

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

Residential (includes solid waste, recycling and yard waste)

35-gallon - Senior*	\$ 21.82
35-gallon	\$ 24.94
65-gallon	\$ 32.41
95-gallon	\$ 36.15

* Available only to residents receiving a senior discount rate as of November 1, 2006.

Commercial carts

35-gallon	\$ 25.96
35-gallon Multi-Family	\$ 11.73
65-gallon	\$ 35.43
95-gallon	\$ 48.15
2ea. 95-gallon	\$ 80.48

Commercial - 1 Yard

1 p/u per week	\$ 84.61
2 p/u per week	\$128.57
3 p/u per week	\$172.17
4 p/u per week	\$216.18
5 p/u per week	\$259.29
6 p/u per week	\$302.97

Commercial- 1.5 Yards

1 p/u per week	\$102.22
2 p/u per week	\$157.97
3 p/u per week	\$202.32
4 p/u per week	\$261.16
5 p/u per week	\$309.70
6 p/u per week	\$352.15

Commercial - 2 Yards

1 p/u per week	\$115.64
2 p/u per week	\$192.88
3 p/u per week	\$256.58
4 p/u per week	\$312.67
5 p/u per week	\$372.59
6 p/u per week	\$436.04

Commercial - 3 Yards

1 p/u per week	\$142.79
2 p/u per week	\$234.25
3 p/u per week	\$326.14
4 p/u per week	\$424.90

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

5 p/u per week	\$499.51
6 p/u per week	\$586.71

Commercial - 4 Yards

1 p/u per week	\$176.16
2 p/u per week	\$294.43
3 p/u per week	\$409.71
4 p/u per week	\$532.90
5 p/u per week	\$651.57
6 p/u per week	\$770.13

Commercial - 6 Yards

1 p/u per week	\$206.43
2 p/u per week	\$376.25
3 p/u per week	\$538.49
4 p/u per week	\$693.13
5 p/u per week	\$847.77
6 p/u per week	\$1010.01

Insta-bins

4 yards	\$123.31
6 yards	\$155.78

Consistent with Section 5.07 of the Franchise Agreement, All commercial customers will be charged an additional ~~amount~~\$4.35 per month to ~~cover Contractor's cost to operate and manage~~support the Town's Vegetative Waste Facility.

Debris Box-Haul Charge Only. Disposal will be added based upon the current tip fee at Neal Road Landfill or authorized dump site.

Loose:

10 cubic yards	\$213.08/per pull
20 cubic yards	\$213.08/per pull
30 cubic yards	\$213.08/per pull
40 cubic yards	\$213.08/per pull

Recycling:

10 cubic yards	\$127.85/per pull
20 cubic yards	\$127.85/per pull
30 cubic yards	\$127.85/per pull
40 cubic yards	\$127.85/per pull

Compactor:

10 cubic yards	\$251.30/per pull
20 cubic yards	\$251.30/per pull

Town of Paradise
Exhibit F
Solid Waste Collection Rates
Effective May 1, 2017

30 cubic yards	\$251.30/per pull
40 cubic yards	\$251.30/per pull

Special Charges

Extra Pickup	\$ 25.00
Lock Service	\$ 5.00 /lock/month
Pushout Charge	\$ 5.00 /25 feet/month
Container Cleaning	\$ 40.00 / cleaning
Weight Surcharge (Solid waste containers exceeding 300lbs per cubic yard)	\$ 33.00 /ton
Cart Replacement	\$ No charge / lost or stolen \$ 60.00 / customer damaged
Roll Off and Insta bin rental after 5th day	\$ 5.00 /day
Additional Yard Waste Cart(first 2 free)	\$ 5.00 /month
Footage Charge	
5 to100 feet	\$ 14.00 /month
101 to 300 feet	\$ 18.00 /month
301 to 500 feet	\$ 22.00 /month
501 to 700 feet	\$ 26.00 /month
701 to 999 feet	\$ 28.00 /month
1000 to 1999 feet	\$ 30.00 /month
Over2000	\$ 40.00 /month

EXHIBITG

Notary Certification

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____ ss:

On _____, ____ __, before me, the undersigned, a Notary Public in and for the State of California, Personally appeared _____

_____ known to me to be the _____ of Contractor that executed the within instrument on behalf of the Contractor therein named, and acknowledged to me that such Contractor executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____ this _____ day of _____

Notary Public

My Commission Expires:

EXHIBITH
Street Sweeping Program

Street Sweeping Program

Contractor shall provide Street Sweeping services during the following months based on Schedules A and B below:

Month	Schedule A Sweep Arterials & Collectors Only	Schedule B Sweep All Public Roads
January		X
February	X	
March		X
April	X	
May		
June		
July		X
August		
September		
October	X	
November		X
December	X	

Services shall include:

1. 24hr notice "on-call" sweeping for 20 mobilizations with up to 80 hours of sweeping.
2. Sweeper shall include a vacuum attachment for on-call drainage inlet cleanings.

Startup Street Sweeping Details:

Contractor shall provide street sweeping on the following streets based on the Schedules A and B below:

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Almond Street	Foster Road	Elliott Rd.	YES	YES
Bille Road	Cliff Drive	Skwvav	YES	YES
Bille Road	Skyway	Pentz Road	YES	YES
Birch Street	Black Olive Drive	Skwvav	YES	YES
Black Olive Drive	Skwvav	Foster Road	YES	YES
Black Olive Drive	Foster Road	Willow Street	YES	YES
Boquest Boulevard	Boquest Boulevard	Skwvav	YES	YES
Buschmann Road	Foster Road	State Highway 191	YES	YES
Cedar Street	Black Olive Drive	Almond Street	YES	YES
Center Street	Skwvav	End	YES	YES
Central Park Drive	Maxwell Drive	Clark Road	YES	YES
Clark Road	Pearson Road	Skwvav	YES	YES
Elliott Road	Oakmore Drive	Skwvav	YES	YES
Elliott Road	Skyway	Cameron Court	YES	YES
Fir Street	Black Olive Drive	Skyway	YES	YES
Foster Road	Almond Street	Pearson Road	YES	YES
Foster Road	Pearson Road	Skwvav	YES	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Foster Road	Wavland Road	Roe Road	YES	YES
Foster Road	Roe Road	Almond Street	YES	YES
Harrison Road	Malibu Drive	Stearns Road	YES	YES
Maxwell Drive	Elliott Road	Skvwav	YES	YES
Neal Road	Para. Town Limit	Roe Road	YES	YES
Neal Road	Roe Road	Skvwav	YES	YES
Nunnelev Road	Clark Road	Sawmill Road	YES	YES
Nunnelev Road Ext	Academy Drive	Clark Road	YES	YES
Oliver Road	Skvwav	Wagstaff Road	YES	YES
Pearson Road	Skvwav	Clark Road	YES	YES
Pearson Road	Clark Road	Pentz Road	YES	YES
Pentz Road	Town Limits	Pearson Road	YES	YES
Pentz Road	Pearson Road	Skvwav	YES	YES
Recreation Drive	Buschmann Road	ETMR (at Gate)	YES	YES
Roe Road	Neal Road	Foster Road	YES	YES
Sawmill Road	End	Pearson Road	YES	YES
Sawmill Road	Bille Road	Country Oak Drive	YES	YES
Sawmill Road	Pearson Road	Bille Road	YES	YES
Scottwood Road	Buschmann Road	Pearson Road	YES	YES
Skvwav	Paradise Town Limits	Paradise Town Limits	YES	YES
South Libby Road	Bennett Road	Pearson Road	YES	YES
Stearns Road	Pentz Road	Country Club Drive	YES	YES
Stearns Road	Pearson Road	Pentz Road	YES	YES
Valley View Drive	Bartels Place	Oliver Drive	YES	YES
Wagstaff Road	Oliver Road	Skyway	YES	YES
Wagstaff Road	Skvwav	Pentz Road	YES	YES
Wavland Road	Neal Road	Foster Road	YES	YES
Academy Drive	Pearson Road	Nunnelev Rd. Ext.	NO	YES
Acorn Ridge Drive	Chandler Drive	End	NO	YES
Alexander Court	Bille Road Extension	End	NO	YES
Alpine Court	De Mille Road	End	NO	YES
American Way	State Highway 191	End	NO	YES
Anaël Way	Newland Road	290's/o Pearson	NO	YES
Aoole Lane	Foster Road	End	NO	YES
Aoole View Way	Pentz Road	End	NO	YES
Arany Court	Pentz Road	End	NO	YES
Arrowhead Court	End	Pentz Road	NO	YES
Aster Lane	Camellia Drive	End	NO	YES
Bader Mine Road	Skvwav	Paradise Town Limit	NO	YES
Bartels Place	Redbud	Valley View Drive	NO	YES
Bella Vista Avenue	Paloma Avenue	Del Monte Avenue	NO	YES
Bellview Drive	Waastaff Road	End	NO	YES
Bennett Road	Anchor Way	So. Libby Road	NO	YES
Berkshire Avenue	Hillside Dr.	Diamond Avenue	NO	YES
Berkshire Way	End	Bille Road	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Bille Road Extension	Pentz Road	200' e/o Alexander Ct	NO	YES
Blue Danube Drive	Xeno Place	Country Club Drive	NO	YES
Bonnie Lane	Nunnelev Road	End	NO	YES
Brook Way	Twin Oaks	End	NO	YES
Brookwood Circle	End	Clark Road	NO	YES
Butte View Terrace	Pearson Road	End	NO	YES
Cabernet Lane	Clark Road	Gate Lane	NO	YES
Camellia Drive	Oliver Road	Oliver Road	NO	YES
Camino	Elliott Road	End	NO	YES
Candlewood Court	End	Gate Lane	NO	YES
Castle Drive	Cliff Drive	Oliver Road	NO	YES
Cathy Lane	Pearson Road	End	NO	YES
Chandler Drive	Redbud Drive	Pinewood Drive	NO	YES
Cherry Lane	Pearson Road	End	NO	YES
Chris Court	Nedrv Drive	End	NO	YES
Circlewood Drive	Filbert Street	Circlewood Drive	NO	YES
Circlewood Drive	Neal Road	Filbert Street	NO	YES
Clearview Drive	Xeno Place	Stearns Road	NO	YES
Cliff Drive	Castle Drive	Bille Road	NO	YES
College Hill Road	Pearson Road	Pearson Road	NO	YES
Conifer Drive	Pentz Road	End	NO	YES
Copeland Road	Nunnely Road	Elliott Road	NO	YES
Coral Avenue	Coral Extension	Bille Road	NO	YES
Coral Circle	Coral Avenue	End	NO	YES
Country Club Drive	Pentz Road	Stearns Road	NO	YES
Country Oak Drive	Himmel Street	Sawmill Road	NO	YES
Crandall Wav	Pentz Road	Pentz Road	NO	YES
Crestmoor Drive	End	Valley View Drive	NO	YES
Crestview Drive	End	Valley View Drive	NO	YES
Crestwood Drive	Crestview Drive	Crestview Drive	NO	YES
Danika Court	Bille Road Extension	End	NO	YES
Dawnridae Court	Country Oak Drive	End	NO	YES
De Mille Road	De Mille Road	Stearns Road	NO	YES
De Mille Road	De Mille Road	Pentz Road	NO	YES
Dean Road	Pentz Road	500' n/o Dean Pl.	NO	YES
Debbie Lane	Elliott Road	End	NO	YES
Deer Creek Lane	Luckv John Road	Posev Lane	NO	YES
Del Mar Avenue	Elliott Road	End	NO	YES
Del Monte Avenue	Bella Vista Avenue	Buschmann Rd.	NO	YES
Delia Wav	North Libbv Road	End	NO	YES
Deodara Wav	tnaalls Road	End	NO	YES
Diamond Avenue	End	Waastaff Road	NO	YES
Dogwood Lane	End	Camellia Drive	NO	YES
Dolores Drive	Waastaff Road	End	NO	YES
Dolores Drive	Waastaff Road	850' s/o Wagstaff	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Drendel Circle	Stearns Road	Stearns Road	NO	YES
Easy Street	State Highway 191	End	NO	YES
Edoewood Lane	End of Pavement	Pearson Road	NO	YES
Edwards Lane	248' W/O Riolev Ln	Riolev Lane	NO	YES
El Toro Court	Zenith Lane	End	NO	YES
Everoreen Lane	Waastaff Road	End	NO	YES
Ewald Court	Clark Road	End	NO	YES
Fairview Drive	Maxwell Drive	Maxwell Drive	NO	YES
Falcon's View Court	Countrv Club Dr.	End	NO	YES
Feather Rock Court	Falcon's View Court	End	NO	YES
Fickett Lane	End	Pentz Road	NO	YES
Filbert Street	Roe Road	Sunburst Street	NO	YES
Fir Street	End	Boauest Boulevard	NO	YES
Firland Drive	End	Skvwav	NO	YES
Forest Circle	End	Forest Lane	NO	YES
Forest Lane	Bille Road	230' n/o Forest Cir.	NO	YES
Fox Road	HazelWav	Sawmill Road	NO	YES
Freestone Court	Sawmill Road	End	NO	YES
Garden View Lane	End	Newland Road	NO	YES
Gate Lane	End	Pentz Road	NO	YES
Ginnv Lane	End	Pentz Road	NO	YES
Glen Circle	Pearson Road	Pearson Road	NO	YES
Glen Drive	End	Pearson Road	NO	YES
Glen Park Lane	Glen Drive	Glen Circle	NO	YES
GlenWav	End	Glen Drive	NO	YES
Golden Oaks Road	End	Nunneley Road	NO	YES
Graham Road	Bille Road	Wagstaff Road	NO	YES
Green Oaks Drive	End	Filbert Street	NO	YES
Greenwood Drive	Maxwell Drive	Central Park Drive	NO	YES
Greaorv Lane	Waastaff Road	End	NO	YES
Grindina Rock Road	End	Neal Road	NO	YES
Harvev Road	Bille Road	Waostaff Road	NO	YES
HazelWav	End	Mabelle Way	NO	YES
Heavenly Place	Anoel Drive	Angel Drive	NO	YES
Henson Road	370' w/o Butte View T	Butte View Terrace	NO	YES
HickorvWav	Circlewood Drive	End	NO	YES
Hiahland Lane	Sierra Park Drive	Scottwood Road	NO	YES
Hilloark Lane	Pentz Road	End	NO	YES
Himmel Street	Bille Road	Country Oak Drive	NO	YES
Hollis Hill Drive	Chandler Drive	Acorn Ridge Dr.	NO	YES
Hollybrook Drive	Pentz Road	End	NO	YES
Honey Run Road	Para. Town Limit	Honev Run Road	NO	YES
Honev Run Road	Honev Run Road	Skvwav	NO	YES
Inaalls Road	Nunnelev Road	Elliott Road	NO	YES
Joseph's Court	End	Countrv Club Drive	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
June Way	End	Shay Lane	NO	YES
Keith Road	Buschmann Rd.	Sierra Park Drive	NO	YES
Kenglo Drive	Nunneley Road	End	NO	YES
Kibler Road	Nunnelev Road	Youna Avenue	NO	YES
Laauna Court	Malibu Drive	End	NO	YES
Lancaster Drive	Bille Road	Lancaster Drive	NO	YES
Laurel Drive	Castle Drive	Bille Road	NO	YES
Lillian Avenue	End	Pentz Road	NO	YES
Little Grand Canyon	End	Honev Run Road	NO	YES
Locksley Court	Yorkshire Drive	End	NO	YES
Lofty Lane	Sk/WaY	End	NO	YES
Luckv John Road	Bille Road	Waastaff Road	NO	YES
MabelleWav	Hazel Way	Sawmill Road	NO	YES
MadroneWav	Oliver Road	Graham Road	NO	YES
Malibu Drive	Raval Canvon Drive	End	NO	YES
Maple Park Drive	Clark Road	Maple Park Drive	NO	YES
Maxwood Drive	Young Avenue	Vista Knolls Drive	NO	YES
McKale Road	State Highway 191	End	NO	YES
Melene Court	Country Oak Drive	End	NO	YES
Merrill Road	Pentz Road	End	NO	YES
Middle Libbv Road	Pearson Road	Nunnelev Road	NO	YES
Molokai Drive	Ridgecrest Drive	End	NO	YES
Montna Drive	Skvwav	Montna Drive	NO	YES
Mountain Meadow Ct	Country Oak Drive	End	NO	YES
Nedry Drive	Merrill Road	End	NO	YES
Neilsen Drive	End	Elliott Road	NO	YES
Newland Road	Pearson Road	Nunnelev Road	NO	YES
Newland Road	Pearson Road	Pearson Road	NO	YES
Newman Avenue	Pearson Road	Paradise Avenue	NO	YES
Nielsen Court	Nielsen Drive	End	NO	YES
North Libby Road	Elliott Road	Bille Road	NO	YES
Norwood Drive	Pentz Road	Johnson Drive	NO	YES
Nottingham Drive	Yorkshire Drive	Crestview Drive	NO	YES
Nottingham Park	Crestview Drive	End	NO	YES
Nunnelev Road	Sawmill Road	Homestead Place	NO	YES
Oak Way	Bille Road	Waastaff Road	NO	YES
Oakmore Drive	Elliott Road	Crestview Drive	NO	YES
Oakwood Lane	Sk/WaY	Foster Road	NO	YES
Orchard Drive	Foothill Road	Pacific Drive	NO	YES
Pacific Drive	850' w/o Orchard Dr.	Orchard Drive	NO	YES
Paloma Avenue	End	Buschmann Road	NO	YES
Pamela Drive	End	Bellview Drive	NO	YES
Paradise Avenue	Pearson Road	End	NO	YES
Paradisewood Drive	Pentz Road	End	NO	YES
Park Wav Drive	End	Bennett Road	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
Parkwood Way	Wagstaff Road	End	NO	YES
Pine View Drive	Elliott Road	End	NO	YES
Pinewood Court	Pinewood Drive	End	NO	YES
Pinewood Drive	Readbud Drive	End	NO	YES
Pintail Court	Foster Road	End	NO	YES
Point West Drive	Valley Ridge Drive	End	NO	YES
Poov Lane	End	Camellia Drive	NO	YES
Posey Lane	Bille Road	Deer Creek Lane	NO	YES
Princeton Circle	End	Princeton Way	NO	YES
Princeton Way	End	Skvwav	NO	YES
Puddle Duck Court	Paradisewood Drive	End	NO	YES
Queen Drive	End	Elliott Road	NO	YES
Rankin Way	Crestmoor Drive	End	NO	YES
Readbud Lane	End	Crestmoor Drive	NO	YES
Redwood Lane	Vista Knolls Drive	Maxwood Drive	NO	YES
Rexdale Lane	Merrill Road	End	NO	YES
Richmond Road	De Mille Road	End	NO	YES
Ridgecrest Drive	Montna Drive	End	NO	YES
Rioley Lane	Edwards Lane	Bille Road	NO	YES
Roberts Road	West Wagstaff Road	Oliver Road	NO	YES
Robin Place	End	Bellview Drive	NO	YES
Rocky Lane	Waastaff Road	Skvwav	NO	YES
Roe Road	Foster Road	End	NO	YES
Rose Lane	Readbud Drive	Crestmoor Drive	NO	YES
Royal Canyon Drive	Country Club Drive	End	NO	YES
Royal Court	Pinewood Drive	End	NO	YES
Royal Point Drive	Point West Drive	End	NO	YES
Russell Drive	Skyway	Skywav	NO	YES
Salida Circle	End	Salida Way	NO	YES
Salida Way	End	Pentz Road	NO	YES
Saxbero Drive	End	Clark Road	NO	YES
Schmale Lane	Skvwav	End	NO	YES
Scott Drive	End	Foster Road	NO	YES
Scottwood Road	Kinsey Way	Buschmann Road	NO	YES
Scottwood Road	Pearson Road	East Oak Street	NO	YES
Sequoia Court	Rocky Lane	End	NO	YES
Shadowbrook Way	End	Clark Road	NO	YES
Shay Lane	End	Merrill Road	NO	YES
Sierra Park Drive	Buschmann Road	Pearson Road	NO	YES
Starlight Court	Neal Road	End	NO	YES
Sunburst Drive	Hickory Way	End	NO	YES
Sunset Drive	Cliff Drive	Oliver Road	NO	YES
Sweetbriar Lane	Pentz Road	End	NO	YES
Sylmar Lane	Merrill Road	End	NO	YES
Sylvan Way	Sawmill Road	End	NO	YES

Public Street Name	Limits 1	Limits 2	Schedule A	Schedule B
TahoeWav	End	Clark Road	NO	YES
Thomasson Lane	Luckv John Road	Skyway	NO	YES
Thornbum Road	De Mille Road	End	NO	YES
Tokay Court	End	Country Club Drive	NO	YES
Topaz Circle	End	Circlewood Drive	NO	YES
TrafalQar Sauare	Countrv Club Drive	End	NO	YES
Tranauil Drive	Redbud Drive	Crestmoor Drive	NO	YES
Twin Oaks Drive	Waostaff Road	End	NO	YES
Valley Ridge Drive	Vallev View Drive	Vallev View Drive	NO	YES
Valstream Drive	End	Oakmore Drive	NO	YES
Vineyard Drive	Pentz Road	End	NO	YES
VioletWav	Queen Drive	End	NO	YES
Vista Knolls Drive	End	Bille Road	NO	YES
Waaaoner Road	Luckv John Road	End	NO	YES
West Wagstaff road	Bille Road	Roberts Road	NO	YES
Wildwood Lane	End	Skvwav	NO	YES
Willow Street	Black Olive Drive	Almond Street	NO	YES
Windsor Drive	Queen Drive	End	NO	YES
Woodbrook Circle	End	Clark Road	NO	YES
Xeno Place	End	End	NO	YES
York Towne Manor	Pentz Road	End	NO	YES
Yorkshire Drive	Pinewood drive	Rankin Way	NO	YES
Young Avenue	Maxwood Drive	Kibler Road	NO	YES
Zenith Lane	Dean Road	End	NO	YES

**TOWN OF PARADISE
RESOLUTION NO. 21- ____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF
THE FRANCHISE AGREEMENT WITH NORTHERN RECYCLING & WASTE
SERVICES TO USA WASTE OF CALIFORNIA, INC. (DBA WASTE
MANAGEMENT) SUBJECT TO THE APPROVAL OF THE TOWN ATTORNEY**

WHEREAS, pursuant to Public Resources Code section 40059, the Town of Paradise has the authority to enter into an exclusive franchise agreement relating to solid waste handling services if the Town Council finds that the public health, safety and well-being so require; and

WHEREAS, since January 18, 2007, Northern Recycling and Waste Services has had an exclusive franchise agreement with the Town of Paradise for recycling and solid waste collection services; and

WHEREAS, on April 11, 2017, the Town Council amended, restated, and approved the exclusive solid waste handling franchise with Northern Recycling & Waste services for an additional ten (10) years; and

WHEREAS, on August 10, 2021, a proposed draft assignment, assumption, and amendment agreement was presented by Waste Management for Town Council consideration; and

WHEREAS, after carefully considering the assignment proposal, the Town Council awarded the assignment, assumption, and amendment of the exclusive solid waste handling franchise to USA Waste of California, Inc. (dba Waste Management).

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Town Council finds that: 1. the public health, safety, and well-being require the Town to enter into an exclusive franchise agreement relating to the collection and handling of solid waste services within the Town's jurisdiction; 2. all the revenue derived from the fees therefor will not exceed the funds required to provide such services.

SECTION 3. The Town Manager is directed and authorized to execute the Amended and Restated Franchise Agreement with USA Waste of California, Inc. to include

RESOLUTION NO. 21-__ , A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE AUTHORIZING THE ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF THE FRANCHISE AGREEMENT WITH NORTHERN RECYCLING & WASTE SERVICES TO USA WASTE OF CALIFORNIA, INC. (DBA WASTE MANAGEMENT) SUBJECT TO THE APPROVAL OF THE TOWN ATTORNEY

the amendments as shown on the attached Exhibit B for refuse collection, recycling, and vegetative waste diversion services within the Town of Paradise, subject to the approval of the Town Attorney.

SECTION 4. Pursuant to California Environmental Quality Act (CEQA) Guideline section 15308, the Amended and Restated Franchise Agreement is exempt from the requirements of CEQA as a regulation for the protection of the environment relating to collection and disposal of solid waste.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 10th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

BY: _____
Dina Volenski, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Scott E. Huber, Town Attorney



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 6(c)

ORIGINATED BY: Jessica Erdahl, Sr. Capital Projects Manager
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Award Construction Contract – Skyway and Pearson Road Traffic Signal Repair Project
LONG TERM RECOVERY PLAN: Yes, Tier 1, Evacuation Routes

COUNCIL ACTION REQUESTED:

1. Consider adopting Resolution No.21-____, A Resolution of the Town Council of the Town of Paradise Awarding Contract No. 8403.CON, Skyway and Pearson Road Traffic Signal Repair Project to the lowest responsible and responsive bidder in the amount of their base bid; and,
2. Authorizing the Town Manager to execute an agreement with the lowest responsible and responsive bidder relating to Contract No. 8403.CON and to approve contingency expenditures not exceeding 10%. (ROLL CALL VOTE)

Background:

Traffic signal equipment and adjacent hardscape were severely damaged as a result of the Camp Fire wildfire. Town staff completed a damage assessment post-fire and also arranged for temporary repairs (most notably the wood poles and span wire setup for a northbound signal indication) in order to keep the signal functional and safe for the travelling public. The work identified by the Town and incorporated in the final Plans, Specifications, and Estimate will replace the interim repairs and will bring the signal back to its pre-fire condition.

On December 11, 2018, Paradise Town Council awarded a contract to Mark Thomas to perform engineering services on disaster related projects. Subsequently, a task order was issued to perform civil design services on the Skyway and Pearson Road Traffic Signal Repairs Project.

The overall scope of work for the Project can be summarized as follows:

- Repair Camp Fire damaged Traffic signal equipment to achieve a pre-fire condition.
- Repair Camp Fire damaged hardscape (curb and gutter, ramps, etc.) to achieve an ADA compliant pre-fire condition.

On July 13th, 2021 Paradise Town Council adopted a resolution approving the Plans & Specifications for the Skyway and Pearson Road Traffic Signal Repair Project. Council further directed staff to advertise for bids on the subject combined project.

Analysis:

On August 5, 2021, bids will be received by the Town Clerk and publicly opened. A list of bids will be presented at the Council meeting.

Per the contract specifications, the award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid and any additive bid items chosen by the Town, whose bid complies with all the requirements prescribed.

Financial Impact:

Insurance proceeds have been authorized for the purposes of repairing damages to infrastructure caused by the Camp Fire. The total estimated construction cost is \$354,100. A detailed project accounting description will be made available at the time of contract award.

Attachments:

A. Draft Contract No.8403.CON

Owner-Contractor Agreement

Skyway/Pearson Road Traffic Signal Repair Project Contract No. 8403.CON

THIS AGREEMENT, made this _____ day of _____, 2021, in triplicate, between the Town of Paradise ("Town"), and _____, ("Contractor").

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the project work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the project work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the project work is accomplished, which the special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, Contract Forms, and Project Exhibits included in this Agreement are dated _____, 2021 and are entitled:

Bid Book for Skyway/Pearson Road Traffic Signal Repair Project Contract No. 8403.CON

Which are hereby made part of this Agreement.

ARTICLE II. – The Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the project work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the project work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the project work until its acceptance by the Town of Paradise and for all risks of every description connected with the project work; also for all expenses incurred by or in consequence of the suspension or discontinuance of project work and for well and faithfully completing the project work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit:

Contract Bid Items for Contract No. 8403.CON

Skyway/Pearson Road Traffic Signal Repair Project

Bid Item	Item Description	Unit	Estimated Quantity	Unit Price	Total Amount
1	Temporary Traffic Control	LS	1		
2	Portable Changeable Message Sign	EA	2		
3	Water Pollution Control	LS	1		
4	Job Site Management	LS	1		
5	6" Thermoplastic Traffic Stripe	LF	1380		
6	12" Thermoplastic Traffic Stripe	LF	290		
7	Pavement Marker (Retroreflective)	EA	65		
8	Thermoplastic Pavement Marking	SF	65		
9	Remove Thermoplastic Traffic Stripe	LF	1400		
10	Hot Mix Asphalt (Type A)	TON	22		
11	Roadway Excavation	CY	30		
12	Remove Concrete (Curb, Gutter, Sidewalk)	SF	1320		
13	Minor Concrete (Curb & Gutter)	LF	105		
14	Minor Concrete (Sidewalk)	SF	1050		
15	Minor Concrete (Curb Type A1-8)	LF	40		
16	Curb Ramp (Case G)	EA	1		
17	Curb Ramp (Case F)	EA	1		
18	Trench Drain	LS	1		
19	Install Fence	LF	32		
20	Install Handrailing	LF	20		
21	Remove and Replace Bollard	EA	1		
22	Adjust Water Valve Cover to Grade	EA	1		
23	Remove and Salvage Signal Pole or PPBP	EA	4		
24	Remove Temporary Traffic Signal Equipment	EA	1		
25	Remove and Replace Pull Box (All Sizes)	EA	2		
26	Furnish and Install Mast Arm Pole and Foundation	EA	1		
27	Furnish and Install 1-B Signal Pole and Foundation	EA	1		
28	Furnish and Install 1-B Signal Pole on Existing Foundation	EA	2		
29	Furnish and Install Signal Head and Bracket	EA	5		
30	Furnish and Install Pedestrian Signal Head and Bracket	EA	3		
31	Furnish and Install Pedestrian Push Button Station	EA	3		

32	Furnish and Install Mast Arm/Pole Mounted Sign	EA	3		
33	Construct Vehicle Loop Detector	EA	8		
34	Construct Conduit	LF	100		
35	Furnish and Install Conductors	LS	1		
36	Mobilization	LS	1		
TOTAL BASE BID AMOUNT =					

ARTICLE III. – The Town hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the project work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby agrees to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained in this Agreement.

ARTICLE IV. – Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the project work of this Agreement.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that if there be any conflict between the terms of this Agreement and the bid of the Contractor, then this agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting herewith.

ARTICLE VI. – The Town of Paradise hereby employs Contractor to provide material and to do the project work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions set forth in this agreement.

ARTICLE VII. – The project work required in the performance of this Agreement is an improvement over which the Town of Paradise shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this Agreement. It is further expressly agreed, by and between the terms of this Agreement and the bid of the Contractor that this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the Bid conflicting with this Agreement.

ARTICLE IX. – Notwithstanding any other provision, all claims by the Contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.8; a copy of which is shown below:

20104.

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give

rise to a claim under this article. (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b)
 - (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c)
 - (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits Contractor's or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b)
 - (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
 - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
- 20104.6.
- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
 - (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE X. – Notwithstanding any other provision, all claims by the Contractor the Town shall be subject to the procedures set forth in Public Contract Code sections 9201 to 9204; a copy of which is shown below:

9201.

- (a) A public entity shall have full authority to compromise or otherwise settle any claim relating to a contract at any time.
- (b) The public entity shall include provisions in a public works contract for timely notification of the contractor of the receipt of any third-party claim, relating to the contract.
- (c) The public entity shall be entitled to recover its reasonable costs incurred in providing the notification required by subdivision (b).
(Amended by Stats. 2002, Ch. 315, Sec. 1. Effective January 1, 2003.)

9203.

- (a) Payment on any contract with a local agency for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as the legislative body prescribes upon estimates approved by the legislative body, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the legislative body finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.
- (b) Notwithstanding the dollar limit specified in subdivision (a), a county water authority shall be subject to a twenty-five thousand dollar (\$25,000) limit for purposes of subdivision (a).

(Amended by Stats. 2000, Ch. 126, Sec. 1. Effective January 1, 2001.)

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) "Public entity" shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.

- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the

subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

(Amended by Stats. 2019, Ch. 489, Sec. 1. (AB 456) Effective January 1, 2020. Repealed as of January 1, 2027, by its own provisions.)

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

By _____

Kevin Phillips, Town Manager

By _____

Contractor

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification Number _____

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Scott Huber, Town Attorney

Approved Effective _____

Bond of Faithful Performance

Skyway/Pearson Road Traffic Signal Repair Project
Contract No. 8403.CON

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$ _____) lawful money of the United States, being one hundred percent (100%) of the contract amount, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by Contractor, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the project work of **Skyway/Pearson Road Traffic Signal Repair Project**, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the project work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the project work or to the specifications.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in above-stated amount shall hold good for a period of one (1) year after the recording of the notice of completion, during which time if the Contractor, its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the Agency from loss or damage made evident during the period of one (1) year from the date of recording of the notice of completion, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the above-stated amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney
Town of Paradise

Certificate of Acknowledgement

State of California

County of Butte

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Payment Bond

Skyway/Pearson Road Traffic Signal Repair Project
Contract No. 8403.CON

(Section 3247, Civil Code)

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the project work described as follows: **Skyway/Pearson Road Traffic Signal Repair Project.**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$_____), being one hundred percent (100%) of the contract amount, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to project work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and Contractor's subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such project work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 2020

By: _____

Principal

By: _____

Attorney-in-Fact

Certificate of Acknowledgement

State of California
County of Butte

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

**TOWN OF PARADISE
RESOLUTION NO. 21-_____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AWARDING CONSTRUCTION CONTRACT NO. 8403.CON FOR THE SKYWAY AND
PEARSON ROAD TRAFFIC SIGNAL REPAIR PROJECT**

WHEREAS, the traffic signal at Skyway and Pearson Road sustained damage as a result of the Camp Fire; and,

WHEREAS, temporary repairs were completed in order to keep the signal functional and safe for the travelling public; and,

WHEREAS, the Skyway and Pearson Road Traffic Signal Repair project will:

- Repair Camp Fire damaged traffic signal equipment to achieve a pre-fire condition.
- Repair Camp Fire damaged hardscape (curb and gutter, ramps, etc.) to achieve an ADA compliant pre-fire condition.

WHEREAS, Insurance proceeds have been authorized for the purposes of repairing damages to infrastructure caused by the Camp Fire; and,

WHEREAS, the Town Council approved the revised Plans, Specification and Estimates and authorized advertisement for bids on the project on the 13th day of July 2021; and,

WHEREAS, the bids for the projects were received on August 5, 2021.

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

Section 1. The Town Manager is authorized to award and execute the construction contract to the lowest responsible and responsive bidder in the amount of their base bid for the Skyway and Pearson Road Traffic Signal Repair project and approve contingency expenditures not exceeding 10%.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 10th day of August, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Steve Crowder, Mayor

ATTEST:

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Scott E. Huber, Town Attorney

TOWN OF PARADISE
Council Agenda Summary
Date: August 10, 2021

Agenda No. 6(d)

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

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Ponderosa Elementary SR2S Education and Outreach Services (Non-Infrastructure Component)

COUNCIL ACTION REQUESTED:

1. Authorize the Town Manager to execute a Professional Services Agreement with Butte County Public Health for the Ponderosa Elementary SR2S ATP Education Services contract, 9380.NI.

Background:

On September 26, 2013, Governor Brown signed legislation creating the Active Transportation Program (ATP) in the Department of Transportation (Senate Bill 99, Chapter 359 and Assembly Bill 101, Chapter 354). The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation. The ATP administered by the Division of Local Assistance, Office of Active Transportation and Special Programs. The objective of the ATP is to achieve the following objectives:

- Increase the proportion of biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits, and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

In late 2015, the Town of Paradise learned the Ponderosa Elementary Safe Routes to School Project was awarded funding through the Active Transportation Program Cycle 2 solicitation.

While the physical infrastructure improvements are underway, a component of the project grant award is implementing a school-based outreach and education program to compliment the infrastructure improvements. The Town of Paradise received authorization on January 21, 2016 from the California Transportation Commission to begin reimbursable work under the non-infrastructure project phase. This phase provides \$101,000 of 88% reimbursable funds to execute an approved work plan.

Analysis:

The Town of Paradise Public Works Engineering Division issued a Request for Proposals for ATP Education Services on May 18, 2021. Proposals were collected from Butte County Public Health and Mark Thomas on June 15, 2021.

An evaluation committee comprised of Town and Paradise Unified School District staff was formed to evaluate both proposals received.

The evaluation committee has recommended Butte County Public Health (BCPH) for this work effort. The BCPH is a leader in physical activity programs and policies addressing the needs of diverse populations locally and regionally.

The proposed Non-Infrastructure Work Plan will be implemented at the revamped Paradise Ridge Elementary School site (formerly Ponderosa Elementary).

Staff recommends Council award Contract 9380.NI to the BCPH

Financial Impact:

The contract services for this effort will be 88% funded by the State Active Transportation Program. The budgeted grant amount for the Non-Infrastructure phase of the project is \$101,000. The estimated total contract cost will be presented at the Town Council meeting following completion of contract negotiations. Services will be paid on a not-to-exceed basis, using a task by task process.



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 6(e)

ORIGINATED BY: Scott E. Huber, Town Attorney
REVIEWED BY: Kevin Phillips, Town Manager
SUBJECT: Award Contracts for Administrative Hearing Officer Services

LONG TERM RECOVERY PLAN: N/A

COUNCIL ACTION REQUESTED:

1. Consider approving a Master Hearing Officer Services in the attached format and authorizing the Town Manager to execute the agreement for administrative hearing officer services with Armento and Hynes LLP, Jones & Mayer, Vadim Sidelnikov, and Silver & Wright LLP. (ROLL CALL VOTE)

Background:

The Town utilizes an administrative civil enforcement mechanism to “provide for the protection, health, safety and general welfare of the residents of the Town, and to preserve the livability, appearance, property values, and social and economic stability of the Town of Paradise by providing an alternative method of Code enforcement to affect abatement of violations of the Codes and ordinances identified in the Paradise Municipal Code.” (Paradise Town Code section 1.09.010).

Currently, the Town utilizes the administrative civil enforcement mechanism for hazardous tree abatement, weed abatement and other dangerous or hazardous violation of the Town Code. If a party who receives an administrative citation related to a hazardous code enforcement matter, the party has the ability to appeal the administrative citation, which is heard by a neutral administrative hearing officer. The Town has very few administrative hearing officers.

The Town recently issued a Request for Proposals (“RFP”) for Administrative Hearing Officer services. To date, the Town has received four proposals, and it anticipates receiving additional proposals in the coming months. The proposed agreement has been reviewed and is acceptable to the parties who submitted responses to the RFP.

The agreement with each proposed hearing officer would be valid for a period of two years, with an expense not to exceed \$50,000.

Analysis:

To date, Town staff had received four (4) responses to the RFP. The proposers are listed below, in alphabetical order:

1. Armento and Hynes LLP
2. Jones & Mayer
3. Vadim Sidelnikov
4. Silver & Wright LLP

The proposals have been reviewed by the Town Attorney. All proposed hearing officers are licensed attorneys with a vast array of administrative hearing experience. The proposed hearing officers will be used on a rotation basis, which complies with recent jurisprudence related to non-bias of the hearing officer.

Staff recommends Council consider awarding a contract to each of the respondents to the RFP, a form of the agreement is attached as Attachment A, for Administrative Hearing Officer services on behalf of the Town of Paradise.

Financial Impact:

The Town has historically absorbed the cost of administrative civil enforcement. Following the 2018 Camp Fire, the Town has been faced with an increased need for enforcement of removal of hazardous trees, which are standing directly as a result of the fire. The Town has submitted a version request relating to a previously approved grant application through the FEMA Public Assistance program, to include the cost of administrative civil enforcement related to hazardous trees as a cost category eligible for reimbursement under the Public Assistance program. The status of this determination is currently still pending. Staff will continue to seek opportunities for outside funding of other categories of administrative civil enforcement, however, at this time all costs relating to civil enforcement are expected to be borne by the Town.

Attachments: Master Administrative Hearing Officer Agreement - Draft

ATTACHMENT I
INSURANCE REQUIREMENTS For Professional Services Contract

Before the commencement of work, Contractor shall submit to Town: (1) **Certificates of Insurance** for all relevant coverages listed in Section A below; (2) All **Endorsements** listed in Section B below; and (3) a **Declarations Page** listing the titles of all endorsements to the Commercial General Liability (CGL) policy.

MINIMUM SCOPE LIMIT OF INSURANCE – Coverage shall be at least as broad as:

- 1.) **Commercial General Liability.** Insurance Services Office (ISO) “occurrence” form CG 00 01 12 07 CGL or equivalent on an “occurrence” basis, including bodily injury, property damage, contractual liability, medical expenses for any one person, personal and advertising injury, products-completed operations coverage and policy limits of no less than **\$1,000,000 per occurrence**. If a general aggregate applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) **Automobile Liability Insurance.** ISO form CA 0001 covering (any auto) Code 1 or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$250,000 per passenger and \$500,000 for all passengers. *(Not required if Contractor provides written verification he or she will not be using a vehicle to perform the scope of work described in the contract.)*
- 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.** (If applicable. See Note below.) Insurance appropriate to the Contractor’s profession with limits no less than \$1,000,000 per claim, and \$2,000,000 aggregate. *(Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the State. For example, insurance agents, professional architects and engineers, doctors, lawyers, nurses and certified public accountants. However, other professional Contractors not regulated by the State, such as computer or software designers, claims administrators, consultants, and others should also have professional liability insurance. If the contracted service requires “brain work, as opposed to “physical work”, then professional liability insurance will most likely be required.)*

If Contractor maintains higher limits than the minimums shown above, Town shall be entitled to the higher limits.

B. INSURANCE POLICY ENDORSEMENTS

1. The Commercial General Liability policy shall contain or be endorsed to contain the following:

The Town, its officers, officials, employees, and volunteers are covered as additional insured’s on the CGL policy with respect to liability arising out of work performed or operations performed on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations.

For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the Town, its officers, employees and volunteers. Any insurance or self insurance maintained by the Town, its officers, employees and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt has been given to the Town. *(Note: We recommend contractor’s insurance carrier insert the language above into ISO form 20 10 11 85; or if that form is not available, later additions editions of ISO forms CG 20 10 and CG 20 37. We will also accept a Blanket Additional Insured Endorsement, as long as it provides coverage equal to coverages noted in Section A1 above and all items listed in Section B above.)*

2. Workers’ Compensation Insurance.

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

C. OTHER INSURANCE PROVISIONS

1. Primary Coverage - For any claims related to this contract, Contractor's insurance shall be primary insurance as respects the Town, its officers, employees and volunteers. Any insurance or self insurance maintained by the Town, its officers, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. However, Contractor's insurance may contribute with other additional insureds providing primary insurance coverage for the same "occurrence", offense, claim or suit.

2. Notice of Cancellation - Each insurance policy required above shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Town.

3. Waiver of Subrogation - Contractor hereby grants to Town a waiver of any right to subrogation that an insurer of said Contractor may acquire against the Town, by virtue of 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 received a waiver or endorsement from the insurer.

4. Deductibles and Self Insured Retentions - Any deductibles or self insured retentions must be declared and approved by the Town. The Town may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense costs within the retention.

5. Acceptability of Insurance Carriers - Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Town. (*A.M. Best Ratings can be accessed over the internet for no cost at www.ambest.com*).

6. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

- a.) The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.

7. Verification of Coverage - Contractor shall furnish the Town certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received by the Town before work under the contract has begun. The Town reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to Town written notice 30 days before any of the insurance policies described herein are cancelled.

Contractor agrees to notify Town within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

8. Subcontractors - Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein or cover subcontractors under their insurance policies. Upon request, Contractor shall provide Town proof that all subcontractors are covered by their own insurance or the Contractor's insurance policies.

9. Special Risk or Circumstances - Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.

Attachment II
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.

Attorney shall provide hearing officer services as requested and in a satisfactory and proper manner, as determined by Town.

Duties and obligations of the CONTRACTOR:

Duties and obligations of the TOWN:

Attachment III
TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment II – 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.** CONTRACTOR by execution of this contract acknowledges that this is a *Work for Hire* agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the TOWN. The TOWN shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the TOWN by the CONTRACTOR.
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 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.
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 I 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 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 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 three 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 three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.
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.
 - 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 III 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 it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment III).
 - 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 Human Resources Manager in writing:

Human Resources Manager
Town of Paradise
5555 Skyway Road
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 Counsel on the matter prior to executing this contract.
23. **Cannon 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.

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.

**ATTACHMENT VI
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



Town of Paradise
Council Agenda Summary
Date: August 10, 2021

Agenda Item: 6(f)

ORIGINATED BY: Colette Curtis, Recovery and Economic Development Director

REVIEWED BY: Kevin Phillips, Town Manager

SUBJECT: Introduction of an Ordinance to adopt a new Town Seal

LONG TERM RECOVERY PLAN: No

COUNCIL ACTION REQUESTED:

1. Consider waiving the first reading of Town Ordinance No. 610; and 2. Read by title only; and 3. Introduce Town Ordinance No. 610., "An Ordinance of the Town Council of the Town of Paradise Amending Paradise Municipal Code Section 1.12 relating to the description of the Town Seal. (ROLL CALL VOTE)

Background:

The Town Council approved a new design for the Town Seal at the July 13, 2021 Town Council Meeting. The new seal design is as follows:



Analysis:

The next step to formalize the design is to amend the Paradise Municipal Code by Ordinance to include a description of the new design. The proposed amendment to Paradise Municipal Code Section 1.12 is as follows:

1.12.020 – Description

The common seal of the town shall be of the size and form and bearing the inscription and figures thereon as follows:

~~A circle of not less than one and three-fourths inches in diameter with the following inscription thereon near the edge of the stamping and embossing part thereof: "TOWN OF PARADISE, CALIFORNIA" in the upper edge and "INCORPORATED NOVEMBER 27, 1979" between two acorns at the bottom; within which and occupying the center of the circle is a pyramid encompassed by a halo, the left side of which depicts trees, the right, snowcapped and forested mountains, below which waving lines represent water, under which is written "In Harmony with Nature" similar to the following:~~



A circle containing a sunrise behind a mountain, with the following inscription "Town of Paradise California Inc. 1979" similar to the following:



Financial Impact:

A budget of \$10,000 has been included in the proposed 2021-22 Budget for this purpose and to put together branding guidelines for the Town utilizing the new design elements.

**TOWN OF PARADISE
ORDINANCE NO. ____**

**AN ORDINANCE AMENDING PARADISE MUNICIPAL CODE SECTION 1.12 RELATING TO THE
TOWN SEAL**

SECTION 1. The Town council of the Town of Paradise does Ordain as follows:

1.12.010 - Purpose.

The purpose of this chapter is to adopt the official town seal.

1.12.020 – Description **to be amended as follows:**

The common seal of the town shall be of the size and form and bearing the inscription and figures thereon as follows:

~~A circle of not less than one and three-fourths inches in diameter with the following inscription thereon near the edge of the stamping and embossing part thereof: "TOWN OF PARADISE, CALIFORNIA" in the upper edge and "INCORPORATED NOVEMBER 27, 1979" between two acorns at the bottom; within which and occupying the center of the circle is a pyramid encompassed by a halo, the left side of which depicts trees, the right, snowcapped and forested mountains, below which waving lines represent water, under which is written "In Harmony with Nature" similar to the following:~~



A circle containing a sunrise behind a mountain, with the following inscription "Town of Paradise California Inc. 1979" similar to the following:



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 _____ 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steve Crowder, Mayor

ATTEST:

DINA VOLENSKI, CMC, Town Clerk

APPROVED AS TO FORM:

Scott E. Huber, Town Attorney