



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

OCTOBER 17, 2017
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:30 P.M.
AGENDA

CLOSED SESSION (5:30 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 4)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:30 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

New Business Recognition and "***Welcome to Oroville***" for ***The Exchange***

Proclamation recognizing ***October 2017 as Healthy Afterschool Meals for Students Month***

Presentation by ***Feather River 350, LLC***, a joint development of ***Jeff Farrar and Sanjiv Chopra***, regarding the development of the ***former WalMart site***

Presentation regarding the ***14 Forward Homeless Project***

CONSENT CALENDAR

1. **APPROVAL OF THE OCTOBER 3, 2017 REGULAR MEETING MINUTES OF THE OROVILLE CITY COUNCIL** – minutes attached

Public Safety Department

2. **REQUEST FOR PROPOSAL FOR ABANDONED VEHICLE ABATEMENT TOWING SERVICE** - staff report

The Council may consider releasing a Request for Proposals for Abandoned Vehicle Abatement towing services within the incorporated areas of the City of Oroville. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Authorize staff to release the Request for Proposals for Abandoned Vehicle Abatement Towing Services.**

Finance Department

3. **TRANSFER OF FUNDS TO THE SECTION 115 IRREVOCABLE TRUST ACCOUNT TO PRE-FUND PENSIONS** – staff report

The Council may consider the transfer of pre-fund pension funds to the new Section 115 Irrevocable Trust. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the first transfer of pre-fund pension funds to the new Section 115 Irrevocable Trust.**

Business Assistance & Housing Development Department

4. **COMMISSIONING FLIGHT INSPECTION OF THE PRECISION APPROACH PATH INDICATOR LIGHTING AND RUNWAY END IDENTIFIER LIGHTS AT THE OROVILLE MUNICIPAL AIRPORT** – staff report

The Council may consider approving a non-federal reimbursable agreement, in the amount of \$20,267.94, between the Department of Transportation Federal Aviation Administration and the City of Oroville for providing a commissioning flight inspection of the Precision Approach Path Indicator Lighting (PAPI) and Runway End Identifier Lights (REIL) that were installed on runways 02 and 20. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator)**

Council Action Requested: **Adopt Resolution No. 8659 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMISSIONING FLIGHT INSPECTION AGREEMENT FOR THE PRECISION APPROACH PATH INDICATOR LIGHTING AND RUNWAY END IDENTIFIER LIGHTS ON RUNWAY 02 and 20 WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, IN THE AMOUNT OF \$20,267.94 – (Agreement No. 3236).**

Administration Department

5. **AMENDMENT TO THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION'S MEMORANDUM OF UNDERSTANDING** – staff report

The Council may consider an Amendment to the Oroville Mid-Manager and Confidential Association's Memorandum of Understanding. **(Donald Rust, Acting City Administrator)**

Council Action Requested: **Adopt Resolution No. 8660 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE**

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION - (Agreement No. 3083-4).

6. AMENDMENT TO THE OROVILLE FIRE FIGHTER'S ASSOCIATION MEMORANDUM OF UNDERSTANDING – staff report

The Council may consider an Amendment to the Oroville Fire Fighter's Association Memorandum of Understanding. **(Donald Rust, Acting City Administrator and Liz Ehrenstrom, Human Resource Manager)**

Council Action Requested: **Adopt Resolution No. 8661 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION - (Agreement No. 1436-12).**

PUBLIC HEARINGS

Administration Department

7. RESOLUTION OF INTENT AND ORDINANCE TO AMEND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AGREEMENT REGARDING EMPLOYEES SHARING ADDITIONAL COST – staff report

The Council will conduct a public hearing and may consider a Resolution of Intent and Ordinance to amend the California Public Employees Retirement System (CalPERS) Agreement for employees sharing additional cost. **(Liz Ehrenstrom, Human Resource Manager)**

Council Action Requested:

- 1. Adopt Resolution No. 8662 – A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE RELATING TO EMPLOYEES SHARING ADDITIONAL COSTS.**
- 2. Waive the first reading, and introduce by title only, Ordinance No. 1825 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.**

Business Assistance & Housing Development Department

8. 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION – staff report

The Council will continue the public hearing from September 5th, 19th and October 3rd, 2017 and consider the submittal of 2017/18 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the priority of the proposed activities to be submitted to State. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested:

- 1. Based upon the returned matrixes, staff recommends submitting the 2017/18 Community Development Block Application with the following eligible activities:**

- a. **First Time Homebuyer - \$1,000,000**
- b. **Code Enforcement - \$500,000**
- c. **Supplemental Activity - Clearance of Slums and Blight**

OR

2. **Provide direction, as necessary.**

REGULAR BUSINESS - None

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Public Safety Department – activity report

CORRESPONDENCE - None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).
3. Pursuant to Government Code section 54957 (b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the employment relating to the following position: Assistant Chief of Police.
4. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Acting City Administrator and City Attorney regarding potential exposure to litigation – two cases.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, November 7, 2017, at 5:30 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.



**CITY COUNCIL MEETING MINUTES
OCTOBER 3, 2017 – 5:30 P.M.**

The agenda for the October 3, 2017, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Thursday, September 28, 2017, at 11:30 a.m.

The October 3, 2017 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:31 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Absent: None

Staff Present:

Donald Rust, Assistant City Administrator	Ruth Wright, Director of Finance
Bill LaGrone, Director of Public Safety	Amy Bergstrand, Management Analyst III
Scott E. Huber, City Attorney	Karolyn Fairbanks, Treasurer
Jamie Hayes, Assistant City Clerk	Mike Massaro, (Contracted) City Engineer
Dawn Nevers, Assistant Planner	Rick Farley, EZ & Bus, Asst. Coordinator

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Jack Keily – Item No. 5 & 10	Joe Hejl – Item No. 8
Anastacia Snyder – Item No. 8	Jackie Kent – Item No. 8
Gloria Wetterstrom – Item No. 8	Scott Koch – Item No. 8
Celia Hirschman – Item No. 8 & 10	Jackie Glover – Item No. 8
William Bynum – Item No. 9 & 10	George Barber – Item No. 10
Tasha Levinson – Item No. 10	Shannon McGovern – Item No. 10
August Lincoln – Item No. 10 & 11	Steve Christensen – Item No. 11

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented Marcia Koehn with a Proclamation recognizing October 2017 as Domestic Violence Awareness Month.

Randy Fessler, Department of Water Resources Emergency Management Project Manager, gave a presentation relating to the Oroville Dam Spillway Project.

Nicole Bateman, Habitat for Humanity Executive Director, and Tambra Hines, Recipient, gave a presentation regarding Affordable Housing.

CONSENT CALENDAR

A motion was made by Vice Mayor Goodson, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception to Items No. 5 and 6:

1. **APPROVAL OF THE SEPTEMBER 19, 2017 REGULAR MEETING MINUTES OF THE OROVILLE CITY COUNCIL** – minutes attached

Public Works Department

2. **PAVEMENT REHABILITATION LIST FOR SUBMITTAL TO CALIFORNIA TRANSPORTATION COMMISSION FOR FUNDING** – staff report

The Council considered approving the submittal of a list of roads and streets prioritized for rehabilitation to the California Transportation Commission (CTC) for compliance with CTC guidelines. **(Mike Massaro, Contract City Engineer)**

Council Action Requested: **Approve the submittal of the draft prioritization list of roads and streets for rehabilitation to the California Transportation Commission.**

Public Safety Department

3. **FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE** – staff report

The Council considered a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for police services relating to the Oroville Hmong New Year Festival, to be held October 7-8, 2017. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Approve a 65% waiver of police service fees, in the amount of \$3,692, and direct the applicant to pay the remainder of the fees, in the amount of \$1,988, for the Oroville Hmong New Year Festival 2017.**

4. **AGREEMENT FOR RADIO REPAIR AND MAINTENANCE WITH THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES** – staff report

The Council considered accepting the California Governor's Office of Emergency Services Agreement, in the amount of \$30,000, for public safety radio system repair and maintenance services. **(Bill La Grone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8656 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE CALIFORNIA GOVERNORS'S OFFICE OF EMERGENCY SERVICES, IN THE AMOUNT OF \$30,000, FOR PUBLIC SAFETY RADIO SYSTEM REPAIR AND MAINTENANCE SERVICES – (Agreement No. 3235).**

Community Development Department

5. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

6. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)

Administration Department

7. **APPOINTMENT TO THE OROVILLE PARK COMMISSION** – staff report

The Council considered appointing Krystina Riggs, a qualified City resident, to serve on the Oroville Park Commission for the remainder of a vacant seats term, ending June 30, 2022. **(Jamie Hayes, Assistant City Clerk)**

Council Action Requested: **Appoint Krystina Riggs to serve on the Oroville Park Commission for the remainder of a vacant seats term, ending June 30, 2022.**

The motion to approve the Consent Calendar was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

Community Development Department

5. **REQUEST BY BUTTE COUNTY TO ALLOW FOR PACIFIC GAS & ELECTRIC COMPANY TO RELEASE DATA FOR THE COMMUNITY CHOICE AGGREGATE STUDY** – staff report

The Council considered authorizing the Mayor to sign an attestation form authorizing Pacific Gas & Electric Company (PG&E) to release data to Butte County’s consultant, EES Consulting, Inc. for use in the Community Choice Aggregate Study. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

This item was removed from the Consent Calendar at the request of a public speaker for comments.

Jack Keily made comments supporting the City’s participation in the Community Choice Aggregate Study being conducted by Butte County.

Following discussion, a motion was made by Vice Mayor Goodson, seconded by Council Member Draper, to:

Adopt Resolution No. 8657 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN ATTESTATION FORM

AUTHORIZING PG&E TO RELEASE DATA TO BUTTE COUNTY AND EES CONSULTING, INC. FOR THE PURPOSE OF INVESTIGATING COMMUNITY CHOICE AGGREGATION.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

****Item No. 6 was heard out of order, following item no. 8***

6. ADOPTION OF THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET – staff report

The Council, serving as the Successor Agency to the former Oroville Redevelopment Agency, considered approving the Last and Final Recognized Obligation Payment Schedule for the time period of January 1, 2018 through June 30, 2031, and the Successor Agency Administrative Budget for that same time period. **(Rick Farley, RDA Coordinator)**

This item was removed from the Consent Calendar at the request of Mayor Dahlmeier, for comments.

Following discussion, a motion was made by Vice Mayor Goodson, seconded by Council Member Draper, to:

- 1. Adopt Resolution No. 17-05 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 (m) AND 34191.6.**
- 2. Adopt Resolution No. 17-06 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE LAST AND FINAL ADMINISTRATIVE BUDGET PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 (j).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

PUBLIC HEARINGS

Business Assistance and Housing Development

8. **2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION** - staff report (*Continued from September 5, 2017*)

The Council continued the public hearing from September 5, 2017 and September 17, 2017 and considered the submittal of 2017 Community Development Block Grant Application and provide direction to staff indicating the priority of the proposed activities to be submitted to State. (**Amy Bergstrand, Management Analyst III**)

The following individuals spoke in regard to the 2017 Community Development Block Grant Application and proposed activities:

Joe Hejl
Gloria Wetterstrom
Jackie Glover

Anastacia Snyder
Scott Koch

Jackie Kent
Celia Hirschman

Following discussion, the Council continued this item to the October 17, 2017 regular meeting of the Oroville City Council for further consideration.

REGULAR BUSINESS

Community Development Department

9. **SUPPORT OF CITIZENS' CLIMATE LOBBY NATIONAL REVENUE – NEUTRAL CARBON FEE AND DIVIDEND ACT** – staff report

The Council considered a resolution in support of the National Revenue – Neutral Carbon Fee and Dividend Program. (**Donald Rust, Director of Community Development**)

William Bynum made comments supporting the Resolution relating to the National Revenue – Neutral Carbon Fee and Dividend Act.

Following discussion, a motion was made by Council Member Draper, seconded by Vice Mayor Goodson, to:

Adopt Resolution No. 8658 - A RESOLUTION OF THE OROVILLE CITY COUNCIL URGING THE UNITED STATES CONGRESS TO ENACT A REVENUE NEUTRAL CARBON TAX.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

10. OROVILLE REGIONAL WATER SERVICE REVIEW (UPDATE) – staff report

The Council considered providing direction on the Oroville Regional Water Service Review as no proposals were received after the circulation of a Request for Proposals. **(Donald Rust, Director of Community Development)**

The following individuals spoke in regard to the Oroville Regional Water Service Review:

Jack Keily
William Bynum
August Lincoln

Tasha Levinson
Celia Hirschman

George Barber
Shannon McGovern

Following discussion, the Council directed staff to continue this item to the October 17, 2017 regular meeting of the Oroville City Council for further consideration.

Administration Department

11. ATTENDANCE TO 2017/2018 ANNUAL CONFERENCES, SEMINARS, FORUMS AND TRAINING COURSES – staff report

The Council considered authorizing Councilmembers and staff to attend the Fiscal Year 2017/2018 annual conferences, seminars, forums and trainings. **(Donald Rust, Acting City Administrator)**

August Lincoln and Steve Christensen made comments relating to annual conferences, seminars, forums and trainings.

Following discussion, a motion was made by Council Member Thomson, seconded by Council Member Draper, to:

Authorize staff to attend the conferences identified in the October 3, 2017 staff report.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Draper, Thomson, Vice Mayor Goodson, Mayor Dahlmeier
Noes: Council Member Hatley
Abstain: None
Absent: None

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS

Council Member Thomson gave a brief update regarding:

- Homeless issues surrounding the Open Door Church on Baldwin Avenue.
- Attendance to a Public Safety Ad hoc meeting.
- Announcement regarding the Month of October representing Breast Cancer Awareness Month.

Council Member Draper reported on the following:

- Attendance to a tour of Rio d' Oro Development Project.
- Brief report regarding the Butte County Continuum of Care Council's report relating to the Counties homeless population.

Vice Mayor Goodson reported on the following:

- Attendance to the Oroville Economic Alliance Barbeque, which was also attended by Council Member Thomson and Mayor Dahlmeier.
- Tour of the Marysville Homeless Project.
- Tour of Rio d' Oro Development Project, which was also attended by Council Member Hatley.

Council Member Del Rosario reported on the following:

- Update on STAGE activities at the Oroville State Theatre.
- Participation at the Oroville Salmon Festival

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

- Finance Department – activity report

Bill LaGrone, Director of Public Safety, thanked the Volunteers in Police Services for participating in the fundraiser, held at WalMart, supporting the Children's Miracle Network.

CORRESPONDENCE

- Federal Energy Regulatory Commission

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Pastor David Goodson discussed the Oroville Hospital Expansion Project.

Carol Anderson discussed homelessness and STAGE's Pipe Organ Project.

Pastor Kevin Thomson discussed the Oroville Hospital Expansion Project and homeless issues.

Cheri Bunker discussed expenditures and the City's budget.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, and Oroville Management and Confidential Association.

2. Pursuant to Government Code section 54956.9(d)(4), the Council met with the Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to Oroville Spillway Incident).
3. Pursuant to Government Code section 54956.9(d)(2), the Council met with the Acting City Administrator and City Attorney regarding potential exposure to litigation – one case.

Scott Huber, City Attorney, reported the following actions taken during Closed Session:

- Item No. 3 was not discussed during Closed Session.
- Item No. 2. had no reportable actions
- Item No. 1 - the Council reached a tentative agreement with the Oroville Fire Fighters' Association and with the Oroville Mid-Managers and Confidential Association, which will be ratified at the October 17, 2017 regular City Council meeting. In addition, the Council reduced the stipends for the Mayor and Council Members by 10%

ADJOURNMENT

The meeting was adjourned at 10:26 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, October 17, 2017, at 5:30 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY
PUBLIC SAFETY DEPARTMENT**

**RE: REQUEST FOR PROPOSAL FOR ABANDONED VEHICLE
ABATEMENT TOWING SERVICE**

DATE: OCTOBER 17, 2017

SUMMARY

The Council may consider releasing a Request for Proposals (RFP) for Abandoned Vehicle Abatement (AVA) towing services within the incorporated areas of the City of Oroville.

DISCUSSION

The City of Oroville, as a jurisdictional member of Butte County Abandoned Vehicle Abatement (AVA) Program Service Authority encompassing only those areas within the City limits of Oroville, began towing abandoned vehicles in December, 2003.

Funds for the AVA Program are generated from a \$1 dollar registration fee collected by the State of California. Each quarter, after the State takes out their administrative fee, the registration funds are sent to the County Abandoned Vehicle Abatement Joint Powers Authority for distribution to the participated jurisdictions (Biggs, Chico, Gridley, Oroville, Paradise, and Butte County). The County receives an administrative fee for staff support (Development Services, County Council, and Auditor's Office) to the County Abandoned Vehicle Abatement Joint Powers Authority Program (all jurisdictions) and the remaining funds are divided in half. One-half of the funds are paid to each jurisdiction solely based on their percentage population. The remaining half of the funds are paid to each jurisdiction based upon the number of tows. AVA funds are intended to help jurisdictions recover the costs of the Program. Eligible costs include staff time and expenses related to the Program.

Currently, there are five (5) towing companies on a rotational list that the Code Enforcement Division and Police Department contact to tow abandoned vehicles that qualify for the AVA Program. Having five (5) towing companies on a rotational list it is very intensive on staff time due to trying to contact five (5) different companies, trying to consistently collect required documents and forms from different towing companies, billing for five (5) different companies, etc. Having a single towing company for the AVA Program will help provide an efficient code enforcement process and help improve enforcement related to the AVA Program.

If approved, this RFP will be advertised in a local publication. The RFP was also posted on the city website and the complete RFP packet was hand delivered to all local towing companies.

The selected towing company will provide towing and cleanup services for standard vehicles, oversize vehicles, travel trailers, motor homes, and large parts (engines, transmissions, etc) related to the City's AVA Ordinance.

FISCAL IMPACT

None at this time

RECOMMENDATIONS

Authorize staff to release the Request for Proposals for Abandoned Vehicle Abatement Towing Services.

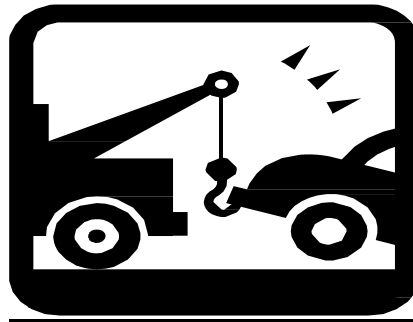
ATTACHMENTS

A – AVA request for proposal

**CITY OF OROVILLE REQUEST FOR
PROPOSALS (RFP)**

***City of Oroville (Jurisdictional) Abandoned
Vehicle Abatement Towing Services***

(Only includes the area within the City limits)



DUE DATE: November 14, 2017 at 5:00PM
(See Page 8 for submission requirements)

Please submit questions to Officer Ron Belser, City of Oroville
530.538.2448 Ext 3055 or
rbelser@oropd.org

***Oroville Police Department
2055 Lincoln Street
Oroville, CA 95965
(530) 538-2448 ext. 3055
FAX (530) 538-2409***

**October
2017**

INTRODUCTION

The City of Oroville is seeking a firm to provide City-wide towing services for the Abandoned Vehicle Abatement and Nuisance Abatement programs, and the occasional towing of Department vehicles as the need arises. The City at their option, *may* consider awarding contracts based upon the attached Abandoned Vehicle Abatement Towing Map.

The City intends to award a contract to a firm that shall meet our qualification criteria and has successfully performed services on similar projects in the past. The successful firm shall be required to enter into a contract with the City for the services requested in this RFP within a reasonable time after award. A firm submitting a proposal must be prepared to use the City's standard contract form rather than its own contract form. The contract shall include terms appropriate for this project. Generally, the terms of the contract shall include, but are not limited to: (1) completion of the project within the timeframe provided; (2) no additional work authorized without prior approval; (3) no payment without prior approval; (4) funding availability; (5) termination of contract under certain conditions; (6) indemnification of the City; (7) approval by the City of any subcontractors; and (8) minimum appropriate insurance requirements. A Model Agreement is attached as Exhibit B to this RFP. The City intends to award a contract substantially in the form of the Model Agreement to the selected contractor (s).

BACKGROUND

The City as a *jurisdictional* member of the Butte County Abandoned Vehicle Abatement (AVA) Program Service Authority encompassing the incorporated areas of the City Limits of Oroville in Butte City began towing abandoned vehicles in December 2003.

Funds for the AVA program are generated from a one dollar registration fee collected by the State of California. Each quarter, after the State takes out their administrative fee, the registration funds are sent to the Butte County Abandoned Vehicle Abatement Joint Powers Authority for distribution to the participating jurisdictions (Biggs, Chico, Gridley, Oroville, Paradise and Butte City). The City receives an administrative fee for staff support (Development Services, Butte County Counsel, and Auditor's Office) to the Butte County Abandoned Vehicle Abatement Joint Powers Authority program (all jurisdictions) and the remaining funds are divided in half. One half of the funds are paid to each jurisdiction solely based upon their percentage of population. The remaining half of the funds are paid to each jurisdiction based upon the number of tows.

Tow companies in good standing on California Highway Patrol (CHP) Tow Service Agreement (TSA) rotation were eligible to enter into an Agreement with the City of Oroville for towing abandoned vehicles at the direction of Oroville Police Department (OPD) and Municipal Law Enforcement Officers (MLE) or Code Enforcement Officers.

Tow rates were initially established with input from tow companies and licensed Dismantlers, other jurisdictions, and City staff. Charges for towing "over-sized" vehicles were established by a bid process involving those tow companies equipped and willing to tow larger vehicles.

AVA funds are intended to help jurisdictions cover the costs of the program. Eligible costs include staff time and expenses related to the program. Initially the City of Oroville (jurisdiction), invested in making the program a success, towed a large number of vehicles (which gave us a larger portion of each quarter's funding), and used the funding to pay for those tows. Increased costs of towing "over-sized" vehicles, along with the continued volume of tows eventually exceeded the City of Oroville AVA funding and the City committed additional funds, to continue towing. AVA funding was not available then to cover the hours of time put in by the code enforcement department, administrative staff, or AVA-related expenses – which was absorbed by the City of Oroville.

The time commitment to the AVA program by the Department is significant. Resources devoted to this program which have the potential of being compensated for by AVA funds, reduce the time available to spend on other equally important efforts that do not have the same level of funding resources. It is intended that via this RFP we find the most cost-effective way to deliver tow services and optimize funding resources.

We expect the successful bidder to this RFP to begin work on December 15, 2017, or sooner, upon full execution of an agreement with the City of Oroville.

SCOPE OF SERVICES

Overview. The *incorporated* portion of the City Limits within the County of Butte is the area covered by this RFP. The attached Abandoned Vehicle Abatement Towing Map shows boundaries.

1. **California Highway Patrol Rotation List and Tow Service Agreement.** Towing firms shall:
 - maintain membership in good standing on one or more of the California Highway Patrol (CHP) rotation lists for City of Oroville (City) (at City's option, the City may consider tow companies, dismantlers and licensed scrap dealers in good standing on CHP rotation lists in other than the City of Oroville.
 - be currently in compliance, and maintain that status, with all conditions, meeting all requirements and consistently following all protocols set forth in the current Department of California Highway Patrol Tow Service Agreement;
 - apply and follow these standards as respects to services provided for the City; and notify City immediately of any disciplinary actions resulting in letters of written reprimand, suspensions or termination of their CHP Tow Service Agreement.
 - only use those tow vehicles authorized/inspected as part of CHP rotation.

Failure to apply the above-referenced standards, maintain good standing, or to notify City of any disciplinary action, shall be immediate cause for cancellation of any subsequent towing agreement entered into with City of Oroville, at the sole discretion of the City of Oroville.

Should failure to maintain good standing, impact the City of Oroville in their ability to provide towing services for the Abandoned Vehicle Abatement program, either programmatically or fiscally, City of Oroville may hold contractor liable for damages and seek restitution for breach of the agreement. Such restitution may be in the form of withholding payment for services provided. In no case shall the City be liable to pay for services provided while a tow company is on suspension or terminated from the CHP program.

2. Response Time of Abatement Services. This is a critical element of the Abandoned Vehicle Abatement program and one that shall be given due consideration in reviewing responses. Interested firms must be able to respond to single and/or multiple removals at any given time. The City reserves the right to authorize a time extension to towing firms for vehicle removal and recovery services.

- **“Priority” Tows.** Tow services for vehicles that impact Health and Safety due to their location and/or condition require the quickest response time. For reference purposes, these shall be referred to as “priority” tows.
- **“Scheduled” Tows.** Other tows, not as critical in nature, may be able to be “Scheduled”, perhaps on certain days for certain areas, or on a case-by-case basis.

Firms shall be asked to provide both response times for “priority” tows and “scheduled” tows.

The City of Oroville reserves the right to make multiple awards and/or purchase subsequent services on the open market if necessary, to provide for timely removal of vehicles in the event contracted towing firm(s) fail to perform within the required frame. In such instances, the City of Oroville shall have the right to deduct from any monies due, or that may after become due, to the contracted firm(s) the difference between the price named in the contract and the actual cost thereof to the City.

3. Volume Capacity of Abatement Services. Interested firms must be able to respond to single and/or multiple removals at any given time. The volume of vehicles that can be towed in any one day, is another critical element considered in the review of responses. This is especially true with regards to removal of vehicles from private properties which are performed under the Nuisance Abatement program and require removal with a specified time.

Firms which possess multiple car carriers are anticipated to offer better prices than a firm with limited ability to tow multiple vehicles from one site, within the span of time available.

4. Storage Facilities. In addition to meeting the requirements for storage facilities contained in the CHP Tow Services Agreement, storage facilities must be in compliance with zoning regulations. Another critical element of consideration in review of proposals is the overall storage capacity (how many vehicles can be stored at any one time) and the efficiency of the firm to maintain sufficient storage capacity to accommodate the volume of vehicles towed for the City of Oroville, by appropriate and timely removal/disposal of stored vehicles.

5. On-Site Inspections. On-site inspections may be performed by the City of Oroville to ascertain that recordkeeping, facilities and equipment are in accordance with the

requirements and intentions of the specifications. Towing firms shall allow inspections of upon request by the City of Oroville during normal business hours.

- 6. Rules and Regulations of the Abandoned Vehicle Program.** Knowledge of and compliance with regulations regarding the disposition of abandoned vehicles is mandatory. Vehicles removed by the towing firm(s) pursuant to Sections 22523, 22661, 22669 and 22851.3 of the California Vehicle Code shall be transported to the storage facility provided by the towing firm and stored for a designated 15-day period before disposal. At the conclusion of the storage period, with required DMV forms completed by the towing firm(s), the towing firm(s) may dispose of the vehicle. Abated vehicles or parts thereof shall not be reconstructed or made operable unless the vehicle qualifies for restoration pursuant to Section 5004 of the Vehicle Code. Abandoned vehicles shall be disposed of by removal to a dismantler or to a scrap yard for processing as scrap. Vehicles towed under the Abandoned Vehicle Abatement program for which junk slips are not obtainable due to their value being over the designated monetary value for junked vehicles may be sold via lien sale. You may look up Vehicle Code and Government Codes at <http://www.leginfo.ca.gov/calaw.html>.
- 7. Invoicing and Recordkeeping.** Firms awarded contracts shall be expected to demonstrate good recordkeeping practices. The City Of Oroville shall be entitled to audit the books and records of the towing firm. Such books or records shall be maintained by the towing firms for a period of two years from the date of the final payment or until an audit is completed. Review of records and recordkeeping practices, at the towing firm's place of business, may be performed at the request of the City, by giving 24 hours advance notice.
- **Invoices** shall be submitted in a manner acceptable to the City and in a timely manner. Diligence shall be required in obtaining signed junk slips as soon as possible after the 15 day storage. Invoices are required to be submitted within 10 days of obtaining the signed junk slip. Invoices with junk slips dated over 10 days from submission of the invoice are considered late and **late invoices shall not be honored.**
 - **"180" Form Accountability.** Towing firms must account for all "180" forms. "180s" are issued sequentially with a code indicating the date and Code Enforcement Officer. All "180" forms shall be accounted for, either by the submission of timely invoices and accompanying junk slips, or by indicating the status as being reclaimed "owner paid" (see below), or by indicating on a copy of the "180" submitted with monthly invoices that the vehicle was over the monetary value for a junk sale and therefore was sold via lien. Missing "180" forms shall be cause for investigation, including a review of records.
 - **Owner Reclaiming Vehicles.** An owner of a towed abandoned vehicle, upon submission of required proof of ownership and current DMV registration, may reclaim their vehicle by paying the towing firm's reasonable prevailing towing and storage fees (storage fees shall not exceed the cost of seven days per Section 22554 of the Vehicle Code). The towing firm would include the "180" form along with submission of other invoices for that month with a note on the top of the form to indicating "owner paid". A copy of the receipt provided to the Owner of the vehicle, containing the owner's name, address, and phone number shall accompany the "180".

- **City Release of Vehicles.** Under unusual circumstances, the towing firm may release vehicles to the owner of the vehicle with a written release from the Code Enforcement Division. If the owner of the vehicle is to be charged reasonable fees, it shall be handled as stated above under “Owner Reclaiming Vehicles”. If the City has already been billed for the tow, the towing firm shall issue a credit to the City along with the submission of monthly invoices. If the towing firm is required by the City, in writing, to return the vehicle to the site from which it was towed in order to release the vehicle to the registered vehicle owner, the towing firm shall be entitled to charge the City the same towing charge (exclusive of any extra charges, storage charges, etc.) as the initial recovery towing (only) fee. However, if the towing firm is required to release the vehicle to the registered owner at its storage yard, the City shall not be charged any additional towing fees.
- **Towing Firm Liability for Exceeding Contract Maximum.** Towing firms are responsible for tracking services delivered against their contracted amounts and not exceeding those amounts. Providing services in excess of the contracted maximums in place at any given time shall be the risk of the towing firm(s).
- **Towing Firm Liability for Provision of Required Insurance Documents.** Towing firms are responsible for keeping up to date insurance information on file with City. Certificates of Insurance and endorsements to policies naming the City as additional insured shall be updated prior to expiration of previous documents on file. The City reserves the right to withhold payments to towing firms in the event of material non-compliance with the insurance requirements outlined above.

Standard Tows Defined. For purposes of this proposal, contractor shall consider bids to pertain to towing, storage, and recycling of all motorcycles, all passenger cars, all SUVs, all light and medium duty pickup trucks and all utility trailers up to 20 feet. These shall be considered “standard” tows. Miscellaneous parts and pieces of dismantled vehicles shall be handled as in current contracts, parts belonging to/missing from another a towed vehicle shall be considered as part of a vehicle’s towing charges, other parts that can be picked up manually (from different vehicles) shall be done so without additional charges. You shall be asked to provide your proposed charges for heavier parts requiring equipment to pick up, as part of your proposal, however a determination shall be made by Code Enforcement as to whether the combined quantity and effort to remove said parts shall be considered as a separate tow.

8. Towing and dismantling of vehicles beyond this description shall be considered “large” tows.

The City of Oroville reserves the right to authorize the towing firms to remove a “Standard Tow” vehicle as an “Extraordinary tow” vehicle when the City has determined that the vehicle became qualified as an “Extraordinary tow” after being tagged under the program. “Extraordinary tow” determination shall be at the sole discretion of Oroville Police Department or Code Enforcement Officer and may reflect unexpected difficulties encountered such as location of the vehicle making access difficult, etc.

Towing firm(s) shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved, on a City-wide basis. Property access and roadway widths vary. The towing firm(s)’s towing vehicles and equipment are expected to be able to negotiate all types of properties and roadways regardless of

improvements. However, if any vehicle is determined by the towing firm(s) to not be accessible for removal after referral, the towing firm shall immediately notify City of Oroville in writing (by fax or email), at which time the City shall determine whether the vehicle is still eligible for removal under the Abandoned Vehicle Abatement Program.

Towing firms shall be required to remove all abandoned vehicles referred by City Code Enforcement, and it shall be necessary for the towing firm(s) to retrieve vehicles from streams, wetlands, sloughs, ravines, or other difficult areas. Towing firms shall remove vehicles from riparian corridors and environmentally sensitive areas in a manner so as to minimize any further environmental damage. Refusal to remove difficult to retrieve vehicles may be considered a breach of the agreement.

- 9. Disposal of Trash or Waste Materials.** Towing firm shall be responsible for lawful disposal of any trash or waste materials contained within any towed vehicles. It is the responsibility of the towing firm(s) to properly dispose of any waste matter within the abandoned vehicles authorized for towing prior to final disposition of the vehicle at no additional charge to the City. If uncontained hazardous materials are found in vehicles, call 911.
- 10. One Proposal** shall be accepted from any one person, partnership, corporation or other entity, however, several alternatives may be included in one proposal.
- 12. Nonexclusively.** The towing firm(s) awarded contract(s) and City agree that a contract does not establish an exclusive contract between the City of Oroville and contracted towing firm(s), nor does it constitute a commitment by City, whether expressed or implied, to contract with towing firm(s) to perform or supply any work, nor is there any guarantee as to the volume of work or the duration of a contract. The City expressly reserves all its rights, including but not limited to the following: The right to utilize others to perform or supply work of the type contemplated by any awarded Contract, the right to request proposals from others with or without requesting proposals from Contractor for work of the type contemplated by the contract, and the unrestricted right by the City to bid or perform any such work.
- 13. Price Guarantee.** The City expects the price to remain the same during the length of the contract. If market conditions warrant, the City reserves the right to receive a lower price.
- 14. Price Decline.** In the event of a price decline, or if the towing firm(s) contract with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the City.
- 15. Funding.** For the contract(s) to be awarded is from State-imposed registration fees for Abandoned Vehicle Abatement funding and City reserves the right to limit services to the availability of Abandoned Vehicle Abatement funding for towing.

FORMAT FOR PROPOSALS

Responses to the Request for Proposals must be made according to the requirements set forth in this proposal, both for content and for sequence. Failure to adhere to these requirements or inclusion of conditions, limitations or misrepresentations in a response

may be cause for rejection of the submittal. Use 8-1/2" x 11" sheets (fold outs are acceptable for charts, etc.). Type size must be large enough to be easily legible, but shall not be smaller than 10 point.

A. City Contact Person:

Submit one signed, unbound original and four (4) complete copies of the submittal to:

**Officer Ron Belser,
City of Oroville, Police Department
2055 Lincoln Street
Oroville, CA 95965**

(530) 538-2448 ext.3055

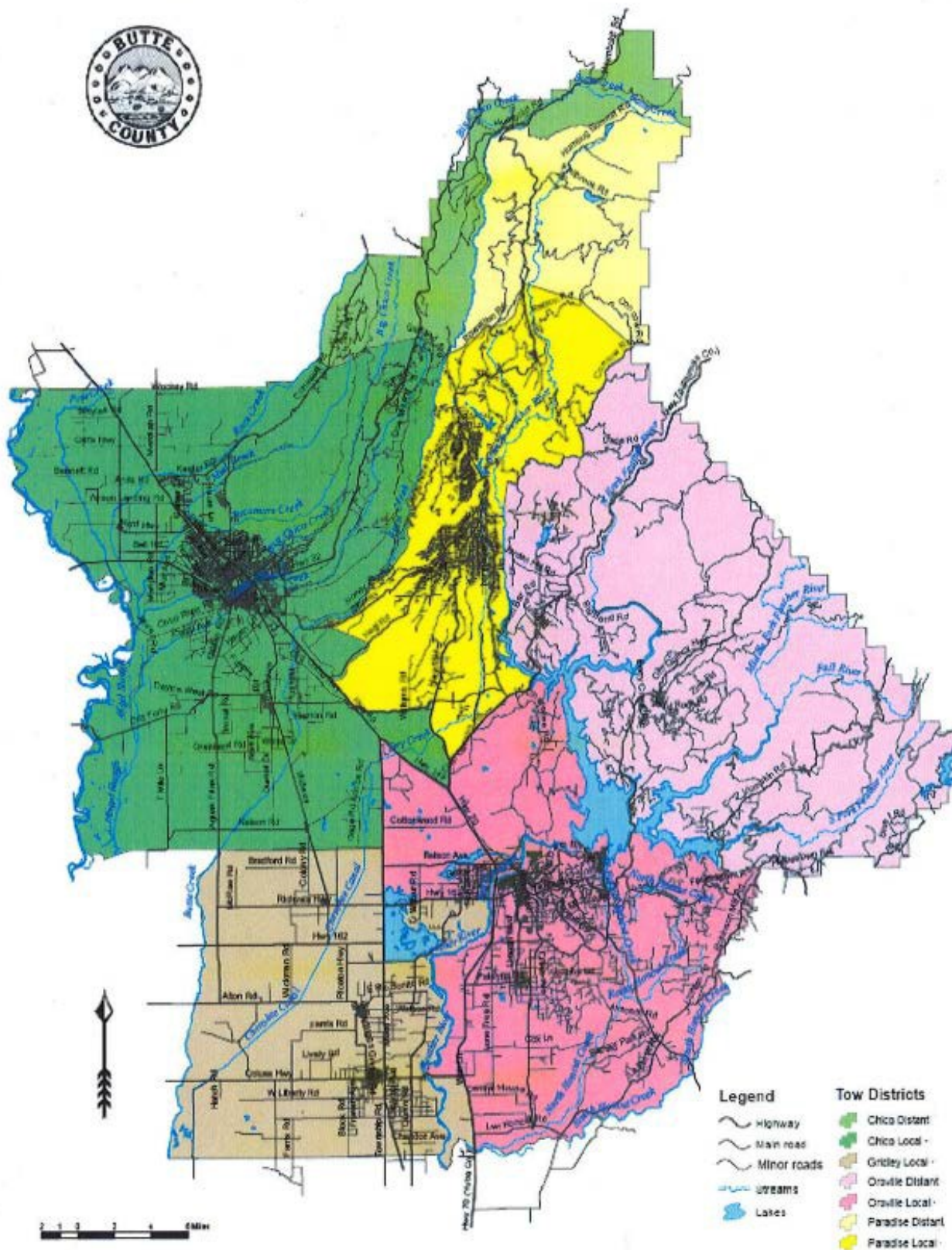
rbelser@opd.org

This person will serve as the City's contact person for this project who shall also respond directly with the contractor's project manager for questions, inquiries, and coordination.

B. Mandatory Content and Sequence of Submittal.

Please respond to the all the questions below. Include attachments as necessary, and label them as directed to facilitate City's review of your proposal.

ABANDONED VEHICLE ABATEMENT TOWING MAP



All proposals shall be effective a minimum of 21 days from the proposal submittal due date of

Ownership Information

Name of Legal Owner(s): _____
Structure of Business: Sole Proprietorship Corporation

Other: _____

Legal Name of Business: _____

Firm's Federal Tax ID No.: _____

How long have legal owner(s) owned business: _____ Years _____ Months

Do owners participate in the day-to-day running of the business Yes No
If No, please explain level of involvement _____

Contact Information for person authorized to make representations for the firm, and sign any subsequent contract on behalf of the firm. If there is more than one person, please include that information in an attachment labeled "Contact Information."

Name: _____ Phone: _____

Address: _____ 2nd Phone: _____

City: _____ State: CA Zip: _____

Email: _____

Subcontractors Does your firm use subcontractors? Yes No

If yes, please supply as an attachment, a list of subcontractors with their business names, addresses, phone numbers and contact persons. Use an attachment labeled, "Subcontractors."

Financial Interest Is this towing directly involved in the towing-related business of any other operator within the City? Yes No

If yes, please explain: _____

Is this towing business directly involved in any recycling/salvage scrap metal business?
 Yes No If yes, please explain: _____

(use additional, attached pages if necessary, labeled "Recycling/Salvage")

RFP Required Information/Responses

Disposal of vehicles Do you receive payment for scrapping vehicles? Yes No
Please disclose in an attachment labeled, "Disposal of Vehicles", the name and addresses, and phone numbers of businesses you have utilized in the past 24 months to utilize to dispose of junked vehicles.

NOTE: On-site inspection of the facilities listed below may be performed by the City.

2. **Business Office Information**

Company Name: _____

Street Address: _____

Mailing Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Telephone No. (2) _____

Fax Number: _____ Email address: _____

Business Office Days/Hours of operation: _____

If the office is closed for lunch, please indicate that time: _____ Shall not be less than 8-5, Monday through Friday, except for the following City-recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day following, Christmas Day)

3. **Primary Storage Facility Information** (Normally at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business upon request of the registered owner or a person having a legal entitlement to the vehicle and/or property.)

Street Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Fax Number: _____

Vehicle Capacity: _____ Zoning: _____

(<https://assr.parcelquest.com/Home> "parcel lookup")

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or permit
Use additional paper if necessary, attach and label it "Storage Facility Permitted".

Please explain: _____

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

RFP Required Information/Responses

Do other tow companies utilize this space? Yes No

4. **Secondary Storage Facility Information**

Street Address: _____

City: _____ State: CA Zip: _____

Telephone No: _____ Fax Number: _____

Vehicle Capacity: _____ Zoning: _____

(www.buttecounty.net/dds "parcel lookup")

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or permit
Use additional paper if necessary, attach and label it "Secondary Storage Facility Permitted".

Please explain: _____

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? Yes No

5. **Tow Truck Drivers** Tow truck drivers shall be at least 18 years of age and shall possess the proper class license and endorsements for the towed and towing vehicle. Please attach additional sheet with information if you have additional employees who you propose to work under this program, label it "Tow Truck Drivers".

<u>Full Legal Names</u>	<u>Years of For-Hire Towing Experience</u>	<u>City of Residence</u>	<u>Completed Approved Tow Truck Driver Training Program</u>	
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

6. **Annual Random Drug Testing Program.** Please attach information, and label it "Annual Random Drug Testing Program", on how this program is conducted, including procedures followed when tests come back positive.

7. **Tow Truck Classifications.** An operator shall equip and maintain tow trucks covered under this proposal with the provisions set forth in the California Vehicle Code, Title 13 of the California code of Regulations (Title 13) as required by their participation in the California Highway Patrol (CHP) Tow Service Agreement. Good standing in the CHP rotation and

RFP Required Information/Responses

adherence to those requirements in the delivery of proposed services for the AVA program is a mandatory requirement of this proposal and subsequent contract. The operator shall not dispatch a tow truck that has not been inspected and approved by the CHP.

Towing firm(s) shall maintain a sufficient number of tow trucks to conduct business and meet response times. Sufficient numbers of tow trucks shall be required by City of Oroville based on towing firm(s) volume of business in the tow districts they are bidding on. At least one (1) tow truck shall be a car carrier. Any tow truck which is not capable of providing continuous air to the towed vehicle shall be rated as a Class A tow truck.

Please provide the following information relative to tow trucks (as defined by the CHP Tow Service Agreement), inspected and approved for current use on an active CHP rotation. If you have more equipment than can be listed here, please list additional vehicles on an attachment labeled, "Tow Truck Classifications".

<u>Quantity</u>	<u>Year</u>	<u>Mileage</u>	<u>Class</u>	<u>Carrier</u>	<u>Capacity in Number of Vehicles</u>	<u>Location of Active CHP Rotation*</u>
_____	_____	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	<input type="checkbox"/> Yes	_____	_____
_____	_____	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	<input type="checkbox"/> Yes	_____	_____
_____	_____	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	<input type="checkbox"/> Yes	_____	_____
_____	_____	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	<input type="checkbox"/> Yes	_____	_____
_____	_____	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	<input type="checkbox"/> Yes	_____	_____
_____	_____	_____	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D	<input type="checkbox"/> Yes	_____	_____

*List all tow vehicles that may be available for tows in the City of Oroville, they must be on an active CHP rotation.

8. **Certifications/Awards/Recognitions** Please list and provide copies of any certifications, awards, special qualifications and/or forms of recognitions held by your firm in regards to staff, equipment and/or services that speak to the qualifications, experience, and or performance of services. As necessary, please explain the significance of any such documents. Please label these attachments with a cover sheet labeled, "Certifications/Awards/Recognitions".

9. **Current Rates** Please provide your two retail hourly rates as supplied to the CHP for purposes of entering their Tow Service Agreement rotation, both calls originating during normal business hours and after business hours for each of the tow areas. These are the rates you would charge a private party who comes to claim their vehicle prior to obtaining a junk slip. Include and itemize storage rates. Please provide this information on an attachment labeled "Current Rates".

11. **Response Time** Upon receiving a call from a code enforcement officer or Oroville Police Department dispatch, please indicate your maximum response time to requests for towing of abandoned vehicles.

“Priority” Tow (See Page 4 for definition) Maximum Response Times:

Oroville Priority _____ minutes

12. **“Scheduled” Tow Maximum Response Times**

If tows were scheduled for certain days of the week, or you were to be given advance notice, how would this enable you to provide tow services for scheduled dates and times? Please provide detail, as to how much advance notice would be required, etc., for you to provide scheduled tow services. Oroville Scheduled Tows _____ Hours _____ Days in advanced

The City of Oroville reserves the right to make multiple awards and/or purchase subject services on the open market if necessary, to provide for timely removal of vehicles in the event the primary Contractor(s) fails to perform within the required time.

The City of Oroville reserves the right to authorize a time extension to Contractor(s) for vehicle removal and recovery services.

13. **Disciplinary Action** Please disclose by marking the box(es) below any of the following disciplinary actions taken against an operator by the CHP in the last twelve months.

- First violation –letter of written reprimand
- Second violation – 1 to 30 day suspension
- Third violation – 60-90 day suspension
- Fourth violation – termination of CHP Tow Service Agreement

For any violation marked above, please provide a detailed explanation of the violation(s), length of suspension/termination, and corrective action taken to resolve cause of violation.

Please label the attachment as “Disciplinary Action.”

14. **Contractor Capabilities** Provide information for the Background and Experience in no more than six pages entitled, “Contractor Capabilities.” Submit with the subheading of Background and Experience your firm’s background, and its organizational structure, include names and titles. Describe the firm's demonstrated experience in providing similar services.

15. **Proposed Rates** Prices and cash discounts are to be firm. Please be sure to include any towing “rebates”, or other price breaks you are willing to provide. However, in the case of an announced price decrease, such decrease shall be passed on to the City. In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the City.

16. **Community Benefit Programs** Please, describe in an attachment labeled, “Community Benefit Programs” your proposal for programs and/or services to benefit Butte City in the form of special programs or events such as “Amnesty” programs, “free” or “reduced-cost” “Neighborhood cleanup” tows to vehicle owners. Describe these programs and indicate the frequency in which you would provide these programs.

RFP Required Information/Responses

17. **Please provide your proposal for towing and storage service prices.** Use Attachment 1 Proposed Tow Charges form to indicate your *proposed* charges to the City for tows from each of the four delineated tow areas (including both standard and distant tows) within each tow area. The Abandoned Vehicle Abatement program pays for up to 15 days of storage, indicate your *proposed* daily storage charge to the City.

From time to time, the City of Oroville requires the towing of its vehicles when they become disabled during the course of business. Include your proposed price to the City for providing these tows. You may respond with a number of vehicles per year you would be willing to tow at your *proposed* price.

When there are parts of an abandoned vehicle(s) which either belong to a vehicle being towed, or that can be picked up manually, those parts too are considered as part of that vehicles tow cost and will not be considered as a separate tow. If there are larger parts, requiring equipment to lift and remove, a determination shall be made by Code Enforcement as to whether the combined quantity and effort to remove said parts shall be considered as a separate tow.

Use the attached spreadsheet for presenting your proposed prices – Attachment 1 Proposed Tow Charges.

Attachment I Proposed Tow Charges

Note: Do not include storage fees in tow charges

STANDARD TOWS (See Page6)

Attachment 1 – Proposed Tow Charges								
	Standard Tows “Scheduled”	“Priority”	Oversize Tows “Scheduled”	“Priority”	Motor-homes “Scheduled”	“Priority”	Travel Trailers “Scheduled”	“Priority”
Single / Standard Vehicle	\$	\$						
Capacity / Multi vehicle Carrier	No. _____ \$	No. _____ \$						
Up to 25’			\$	\$	\$	\$	\$	\$
26’ – 30’			\$	\$	\$	\$	\$	\$
31’ – 35’			\$	\$	\$	\$	\$	\$
36’ and Over			\$	\$	\$	\$	\$	\$
<u>Large Parts</u>	\$							
Engines, transmissions, etc., not able to lift manually If you are on site for towing and there are additional large parts from vehicles, not belonging to the vehicles you are towing:								
<u>STORAGE FEES (for RFP)</u>			\$	Per Day	\$	Per 15 day period		
<u>Charges for towing City owned vehicles</u>			\$		Storage per day		\$	

Priority Tows are those which must be done in the shortest time possible after receiving notification of the tow.

Scheduled Tows would be those that can be scheduled for a certain day of the week, or on a certain date.

COMMUNITY BENEFIT PROGRAMS (See Page 15)

Please indicate programs and reduced tow charges for any Community Benefit Programs

Please indicate the name/type of Program	§
ie: “Neighborhood Clean-up”	
“Amnesty”...	
“reduced-cost”	

SELECTION PROCESS

The selection committee may include representatives from the Department of Development Services and selected City departments. The criteria for selecting the contractor recommended for selection by the Board of Supervisors is provided below:

- (1) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job? (25 points max)
- (2) Equipment Resources. Does the designated firm have the towing equipment (inspected and approved by CHP) needed for this job? (25 points max)
- (3) Cost. How does the proposed cost to the City from the designated firm compare to the cost proposals from other firms? (50 points max)

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist(s). This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

CITY NOTICES

Any questions related to this RFP are to be directed to the City contact person identified above. Do not contact other City personnel or selection committee members regarding this project or the selection procedures.

All proposing firms responding to this RFP should note the following:

- A. All work performed for Butte City, including all documents associated with the project, shall become the exclusive property of Butte City.
- B. City of Oroville reserves the right to:
 1. Reject any or all submittals;
 2. Request clarification of any submitted information;
 3. Waive any informalities or irregularities in any qualification statement;
 4. Not enter into any agreement;
 5. Not to select any firm;
 6. Cancel this process at any time;
 7. Amend this process at any time;
 8. Interview firms prior to award;
 9. Negotiate with companies submitting proposals;
 10. To award more than one contract if it is in the best interest of the City;
 11. To issue similar RFPs or RFQs in the future; or
 12. To request additional information during the interview.
- C. The selected firm(s) are expected to perform and complete the project in its entirety.
- D. Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by the City of Oroville.

MODEL AGREEMENT

The firm selected shall be expected to execute a contract substantially as the one included as Exhibit B Model Agreement. NOTE: Pay particular attention to Attachment I Standard Insurance Requirements of Exhibit B. Certificates of Insurance and Endorsements naming the City of Oroville as Additional Insured are required to be provided in a timely manner. You may have your insurance agent contact the City's designated Contact person for this proposal with any questions regarding insurance requirements.

TIMING AND SCHEDULE

All responses to this RFP must be submitted on or before to be filled in at a later date 2017. There will not be a public opening of the proposals.

Checklist:

Complete and return information on Pages 10-14, including any applicable attachments as identified within the body of the RFP (referenced below for your convenience) in the format and quantity as described on Page 8.

Attachments labels as requested in this RFP:

Exhibit A Non-Collusion Declaration

Contact Information (if necessary, Page 10)

Subcontractors (if necessary, Page 10)

Recycling/Salvage (Page 10)

Disposal of Vehicles (Page 11)

Storage Facility Permitted (Page 11)

Secondary Storage Facility Permitted (Page 12)

Tow Truck Drivers (Page 12)

Annual Drug Testing Program (Page 12)

Tow Truck Classifications (Page 13)

Certifications/Awards/Recognitions (Page 13)

Current Rates (Page 13)

Response Time (Page 14)

Disciplinary Action (Page 14)

Background and Experience (Page 14)

Community Benefit Programs (Page 15)

Attachment 1 Proposed Tow Charges-Use form supplied (Page 15)

Exhibit A CITY OF OROVILLE NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

I, _____, am the
(Name)
_____, of _____.
(Position/Title) (Company)

the party making the foregoing bid attests that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

(Signature)

EXHIBIT B – MODEL AGREEMENT – EXAMPLE ONLY

This Agreement, dated as indicated in the following variable information table is between the City of Oroville, a political subdivision of the State of California, hereinafter referred to as “City”, and the Contractor indicated in the variable information table below, hereinafter referred to as “Contractor.”

VARIABLE INFORMATION TABLE					
Date of Agreement			City Department		
Completion Date			F.O.B. Point		
Terms	Basis of Price (Do Not <input checked="" type="checkbox"/> More Than One of the Following Four Blocks)				
Price		Fixed Price	Annual Price	Monthly Price	Hourly Rate
Not-to-Exceed Price		<input checked="" type="checkbox"/> if Reasonable Expenses are authorized in addition to Hourly Rate			
Contractor Contact Information			City Contact Information		
Contractor			Project Manager		
Address			Address		
City, State & ZIP			City, State & ZIP		
Telephone			Telephone		
Fed Tax ID or SSN			Facsimile		

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

WHEREAS, Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Agreement that this Agreement is subject to the provisions contained in "Attachment I – Insurance Requirements for City Contracts", "Attachment II – Scope of Work" and "Attachment III – Terms and Conditions" which are made a part of this Agreement. Should there be any conflicts between this Agreement and the three attachments that are incorporated herein, precedence shall first be given to the provisions of this Agreement followed, in descending order, as indicated below:

- Attachment III – Terms and Conditions
- Attachment I – Insurance Requirements for City Contracts
- Attachment II – Scope of Work

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

 Typed or Printed Name

 Signature

 Date

This Agreement and its three Attachments represent the entire undertaking between the parties.

CITY

CONTRACTOR

REVIEWED AS TO FISCAL AND
 BUDGETARY CONTROL

CITY
 REVIEWED AS TO FORM

By _____

By _____

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

A. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2 million. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify City if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this agreement, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 per occurrence.
- 4.) **Professional Liability Insurance (Delete if not contracting for professional services)**
Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 million per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. OTHER INSURANCE PROVISIONS.

1. General Liability insurance policies shall be endorsed to state:
 - a.) The City, its officers, officials, employees and volunteers are to be covered as insured as respects liability arising out of activities performed by or at the direction of the Contractor, including products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b.) Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c.) 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.

- 2. Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in C1 above.

D. ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the contractor's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the City **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the City before work under the contract has begun. The City 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 City written notice 30 days before any of the insurance policies described herein are cancelled. Contractor agrees to notify City 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.

F. SUBCONTRACTORS.

Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the City certificates of insurance and endorsements before beginning work under this contract.

Attachment II

Scope of Work

The scope of work shall detail both contractor's and City's responsibilities, similar to the information provided in the Request for Proposal.

**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 Agreement.
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 are authorized 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.
3. **City Project Manager.** The City 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 City. Contractor agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.
5. **Confidentiality and Ownership.** The City retains the exclusive right of ownership to the work, products, inventions and confidential information produced for the City by the Contractor, and the Contractor shall not disclose any information, whether developed by the Contractor or given to the Contractor by the City.
6. **Termination.** This Agreement may be terminated by either the City 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 Agreement shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Agreement.
7. **Indemnification.** Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, 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 City, but excluding liability due to the active negligence or willful misconduct of the City. 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 City for any loss of or damage to City property arising out of or in connection with Contractor’s negligence or willful misconduct.

Exhibit B – Model Agreement (Referenced on Pages 2 and 19)

8. **Insurance Requirements.** Contractor shall procure and maintain for the duration of this Agreement, 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 Agreement.
9. **Changes to the Agreement.** Changes to this Agreement may only be approved by written amendment to this Agreement.
10. **Contractor's Standard of Care.** City has relied upon the professional ability and training of the Contractor as a material inducement to enter into this Agreement. 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 City shall not operate as a waiver or release.
11. **Termination for Exceeding Maximum Level of Expenditures.** Agreements 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 Agreement was executed for the City of Oroville by the Purchasing Agent, or authorized deputy, this Agreement 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 agreements or the amount prescribed by Public Contract Code Section 22032 (b) for public works agreements.
12. **Termination for Exceeding Maximum Term.** Agreements 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 Agreement was executed for the City of Oroville by the Purchasing Agent, or authorized deputy, this Agreement shall automatically terminate on the date that the term exceeds three years. Amendments to this Agreement, or new Agreements 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.
13. **Compliance with Laws.** Contractor shall comply with all Federal, State and local laws, rules and regulations including, without limitation, any nondiscrimination laws.
14. **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the City of Oroville.
15. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Agreement, these Attachment III TERMS AND CONDITIONS shall prevail.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: RUTH WRIGHT, FINANCE DIRECTOR
FINANCE DEPARTMENT**

**RE: TRANSFER OF FUNDS TO THE SECTION 115 IRREVOCABLE TRUST
ACCOUNT TO PRE-FUND PENSIONS**

DATE: OCTOBER 17, 2017

SUMMARY

The Council may consider the transfer of pre-fund pension funds to the new Section 115 Irrevocable Trust (Trust).

DISCUSSION

At the September 5, 2017 meeting, the Oroville City Council approved a resolution adopting the establishment of a City Trust Fund to pre-fund pension costs. This irrevocable Trust can only be used to pay for future pension costs.

Staff was directed to deposit funds realized from savings for the current budget year. Also, to be considered are any one-time revenues received or a year end surplus, basically any unanticipated revenue should be considered to help mitigate the unsustainable increase in future pension costs.

For the first deposit, Council may consider the following sources for deposit:

103,692.49	Estimated savings from the Oroville Fire Fighters Assoc.
62,951.05	Estimated savings from the Oroville Mid-Manager & Confidential Assoc.
145,226.25	Estimated savings from the Oroville Police Officers Assoc. (Sworn)
94,443.82	Estimated savings from the Oroville Police Officers Assoc. (Non-Sworn)
2,868.15	Estimated savings from the City Elected Officials
36,870.48	Estimated savings from the Department Heads
<hr/>	
\$446,052.24	Total Proposed first deposit to the New City Trust Fund For the Budget year 2017-18

FISCAL IMPACT

Funds recommended for this transfer are currently included in our budget saving from these items are estimated to be realized in the current fiscal year.

RECOMMENDATION

Approve the first transfer of pre-fund pension funds to the new Section 115 Irrevocable Trust.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE & BUSINESS ASSISTANCE
COORDINATOR (530) 538-4307
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT
DEPARTMENT**

**RE: COMMISSIONING FLIGHT INSPECTION OF THE PRECISION
APPROACH PATH INDICATOR LIGHTING AND RUNWAY END
IDENTIFIER LIGHTS AT OROVILLE MUNICIPAL AIRPORT**

DATE: OCTOBER 17, 2017

SUMMARY

The Council may consider approving a non-federal reimbursable agreement, in the amount of \$20,267.94, between the Department of Transportation Federal Aviation Administration and the City of Oroville for providing a commissioning flight inspection of the Precision Approach Path Indicator Lighting (PAPI) and Runway End Identifier Lights (REIL) that were installed on runways 02 and 20.

DISCUSSION

The City recently completed the installation of a PAPI and REIL system on Runway 02 with 90% of the funding being provided with a Federal Aviation Administration grant. The project cost was \$138,420 and the work was performed under contract by Pacific Underground Services. Now that the system installation has been completed it must be flight tested before it can be put into operation. Additionally, the FAA grant for this project cannot be closed out until the flight test has been completed and approved. When the REIL system was installed on runway 20 it was never flight tested so the \$20,267.94 cost also includes the flight test of the REIL on Runway 20.

Staff is requesting that the Council approve a non-federal reimbursable agreement between the Department of Transportation Federal Aviation Administration and the City of Oroville and provide funding from the Airport Fund in the amount of \$20,267.94. The City must pay this amount when the agreement is submitted and it will be reimbursed once the flight test has been completed and approved. The FAA will not schedule the flight test until it has been paid for flight test and the agreement has been signed by all parties and submitted to them.

FISCAL IMPACT

No impact to the General Fund. The funds are available in the Airport Fund Outside Services Account 4201-6360 and will be reimbursed by the DOT/FAA.

RECOMMENDATION

Adopt Resolution No. 8659 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMISSIONING FLIGHT INSPECTION AGREEMENT FOR THE PRECISION APPROACH PATH INDICATOR LIGHTING AND RUNWAY END IDENTIFIER LIGHTS ON RUNWAY 02 and 20 WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, IN THE AMOUNT OF \$20,267.94 – (Agreement No. 3236).

ATTACHMENT(S)

A - Resolution No. 8659
B – Agreement No. 3236

**CITY OF OROVILLE
RESOLUTION NO. 8659**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AND THE CITY OF OROVILLE IN THE AMOUNT OF \$20,267.94 FOR THE COMMISSIONING FLIGHT INSPECTION OF THE PRECISION APPROACH PATH INDICATOR AND RUNWAY END IDENTIFIER LIGHTS ON RUNWAY 02 AND 20 AT OROVILLE MUNICIPAL AIRPORT

(Agreement No. 3236)

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which City of Oroville (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Non-Federal Reimbursable Agreement between the Department of Transportation Federal Aviation Administration and the City of Oroville in the amount of \$20,267.94 to provide a commissioning flight inspection of the Precision Approach Indicator Lights and Runway End Identifier Lights on RWY 02 and 20 at the Oroville Municipal Airport (KOVE).
2. A copy of the Reimbursable Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 17, 2017, by the following vote:

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AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF OROVILLE
OROVILLE, CA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which **City of Oroville** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are FAA Flight Program Operations and **City of Oroville**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a commissioning flight inspection of the PAPI and REIL on Rwy 02 and 20 at Oroville Municipal Airport (KOVE) Oroville, CA**. This Agreement provides funding for the FAA to establish these services.

Therefore, this Agreement is titled:

City of Oroville, Oroville, CA

- B. The FAA will perform a commissioning flight inspection of the PAPI and REIL on Rwy 02 and 20 at Oroville Municipal Airport (KOVE) Oroville, CA.
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact David Sinning at 405-954-0792 or david.a.sinning@faa.gov and inform him when the site is ready for inspection. You may call Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant Yes No. If Yes, the grant date is: **August 24, 2016** and the grant number is: **3-06-0178-021-2016**. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Flight Program Operations, Acquisition and Contract Support will provide administrative oversight of this Agreement. Kadi Barrett is the Agreement Coordinator and liaison with the Sponsor and can be reached at 405-954-7568 or via email at kadi.d.barrett@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, Flight Program Operations, Flight Inspection Scheduling will perform the scope of work included in this Agreement. Robert Loveland is the Manager, Flight Inspection Scheduling and liaison with the Sponsor and can be reached at 405-954-3995 or via email at robert.a.loveland@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Michele Mustin who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: City of Oroville
Attention: Rick Farley, Airport Manager
Address: 1735 Montgomery Street
 Oroville, CA 95965
Phone: 530-538-4307
E-mail: rfarley@cityoforoville.org

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$18,942.00
Non-Labor Overhead (7%)	\$ 1,325.94
Total Non-Labor	\$20,267.94
TOTAL ESTIMATED COST	\$20,267.94

Detailed Estimate:

Flight Inspection Estimated Cost

<i>Lear Rate \$3,157/hr</i>	Type	Hours	Inspections	Estimated Cost
PAPI and REIL on Rwy 02 and 20 at KOVE	Commissioning	6	1	\$18,942.00
	7% Administrative Overhead			<u>\$ 1,325.94</u>
			Total Estimated Cost	\$20,267.94

B. The FAA reserves the right to determine which aircraft will be used for flight validation. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or equivalent FAA Flight Program Operations document. The **estimate** is based on rates in effect at the time this Agreement is signed.

- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect **actual** hours and costs to Flight Program Operations.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send the Agreement to the FAA Agreement Coordinator for FAA signature and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The Sponsor will send a copy of the executed Agreement to the Agreement Coordinator and submit the full advance payment to the Accounting Division. The sponsor can either mail the payment to the address shown below or submit payment (via check or credit card) electronically via pay.gov. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location.

The mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-322, Reimbursable Receipt Team
P.O. Box 25770
Oklahoma City, OK 73125

The overnight mailing address is:

FAA Mike Monroney Aeronautical Center
Attn: AMK-322, Reimbursable Receipt Team
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: 405-954-3771

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Oroville
Attn: Rick Farley
1735 Montgomery Street
Oroville, CA 95965
530-538-4307
rfarley@cityoforoville.org

- D. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be modified to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as modifying or

otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be modified, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(1)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

CITY OF OROVILLE

SIGNATURE _____
NAME Michele Mustin
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Linda L. Dahlmeier
TITLE Mayor
DATE _____

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: DONALD RUST, ACTING CITY ADMINISTRATOR
ADMINISTRATION DEPARTMENT**

**RE: AMENDMENT TO THE OROVILLE MID-MANAGER AND
CONFIDENTIAL ASSOCIATION'S MEMORANDUM OF
UNDERSTANDING**

DATE: OCTOBER 17, 2017

SUMMARY

The Council may consider an Amendment to the Oroville Mid-Manager and Confidential Association's (OMCA) Memorandum of Understanding (MOU).

DISCUSSION

City staff has been in labor negotiations with the Oroville Mid-Manager and Confidential Association. Both the City and OMCA have negotiated a tentative agreement for OMCA members to take an 8-hour, per pay period, furlough for a total savings of 10%.

Staff is recommending Council approve the amendment.

FISCAL IMPACT

All savings will be deposited into the new Section 115 Irrevocable Trust.

RECOMMENDATION

Adopt Resolution No. 8660 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION - (Agreement No. 3083-4).

ATTACHMENTS

- A - Resolution No. 8660
- B - Agreement No. 3083-4

**CITY OF OROVILLE
RESOLUTION NO. 8660**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE
MID-MANAGER AND CONFIDENTIAL ASSOCIATION**

(Agreement No. 3083-4)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Mid-Manager and Confidential Association. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 17, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AMENDED AND RESTATED

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

**OROVILLE MANAGEMENT AND CONFIDENTIAL
ASSOCIATION (OMCA)**

for the

PERIOD BETWEEN JULY 1, ~~2017~~~~2014~~ to JUNE 30, ~~2020~~~~2015~~

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. ~~8660~~ ~~8260~~ adopted at its Regular Meeting of October 17, 2017~~September 2, 2014~~; all changes to the terms and conditions of employment for employees in this OMCA represented bargaining unit included in this MOU shall become effective on the date of Council approval of this Resolution, unless another effective date is specified in the MOU.

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Section 1 RECOGNITION OF OROVILLE MID-MANAGER AND CONFIDENTIAL ASSOCIATION

The City of Oroville Recognizes the Oroville Mid-Manager and Confidential Association (OMCA) as the exclusive representative of the members, whether dues paying or non-dues paying, of OMCA in Classifications as set forth in attached Exhibit "A". The composition of this unit as reflected in Exhibit A was revised effective July 1, 2017.

The City agrees to allow each OMCA member a total of four (4) hours of release time per calendar year to attend quarterly OMCA meetings. The above release time can only be used in one (1) hour blocks. Use of the release time must have the prior approval of the member's department head well in advance of the meeting. If, in the sole discretion of the member's department head, the use of the release time will disrupt City operations, release time will be denied. Such release time can only be used for attendance at the quarterly meetings and shall not rollover into the next calendar year if not used.

As used in this MOU, the terms "member" or "employee" shall mean a City employee in the bargaining unit represented by OMCA.

Section 2 SCOPE OF REPRESENTATION

The scope of representation of the meeting and conferring shall include those matters as set forth in California Government Code Section 3500 et seq.

Section 3 MAINTENANCE OF BENEFITS

It is understood and agreed that there exists within the City, certain Personnel Rules, policies, and benefits regarding members covered by this Memorandum. In the event of proposed changes to City Personnel Rules and Regulations, the OMCA shall be advised, for the purpose of enabling the City and the OMCA to meet and confer with respect to any proposed changes. The City shall not have the right to change said Personnel Rules and Regulations which contravene specific provisions of this Memorandum without first meeting and conferring with the OMCA.

Section 4 CITY RIGHTS AND RESPONSIBILITIES

The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the

work force and determine the number of employees needed; to hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency. Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

Section 5 SENIORITY

5.1 If performance, merit and ability are equal, then length of service within a Classification and higher Classifications shall be the determining factor in temporary appointments, layoffs, and rehire. A member whose job is being eliminated may elect to displace a member in a lower paid Classification if the member is qualified to perform the duties of the lower Classification, and if the member's length of service within the Department is greater than that of the member in the lower Classification.

5.2 Seniority shall be terminated by:

1. Discharge for cause
2. Voluntary termination
3. Retirement
4. Seniority shall not accrue for the term of any suspension or for leaves without pay in excess of thirty (30) days.

5.3 Reduction in Forces:

In reduction of forces due to slackness of work or insufficient funds, the last member hired within the affected department shall be the first laid off; provided however, that the remaining members are qualified to perform the available work. In rehiring, the last member laid off shall be the first member rehired if said rehiring occurs with a two (2) year period from time of the member's lay off.

Section 6 PAY FOR WORK IN A HIGHER JOB CLASSIFICATION

6.1 A member assigned to temporary duties of thirty (30) days or less within a calendar year in a higher job Classification, shall not receive the pay of the higher job Classification.

6.2 A member who accrues a total of more than thirty-one (31) days in a calendar year of temporary duties shall receive 5% above their base pay retroactively for all days so worked in a higher Classification.

6.3 If it is known at the time of assignment that the member will be assigned to duties in a higher job Classification for more than thirty-one (31) days, the member shall immediately receive 5% above base pay.

Section 7 — CLOTHING ALLOWANCE AND SAFETY EQUIPMENT

~~7.1 — Safety Employees~~

~~A. — Each safety member covered by this Memorandum shall receive an annual clothing allowance equivalent to the amount negotiated by the respective safety employee associations at the time of the member's original appointment. Payment will be made in the member's first paycheck. Subsequent distributions will occur in the first pay period in December thereafter. This will constitute the clothing allowance for the following calendar year.~~

~~B. — The City agrees to provide members with the following uniform insignia:~~

- ~~1. — Patches — up to two sets per year as needed~~
- ~~2. — Pins — as needed for Hats and caps~~

~~The appropriate Department Head shall decide when replacement of these items above for OMCA members is necessary.~~

~~7.12 — Non Safety Employees~~

~~The City will continue to provide uniforms and safety equipment, as necessary, equivalent to the amount negotiated by the respective employee associations.~~

~~7.23 — City agrees to pay the initial cost of any ordered uniform article change.~~

~~7.34 — Special equipment, upon availability, will be issued to the individual members who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.~~

~~7.45 — In the event one or more of the respective employee associations referenced in 7.1 or 7.2 above convert its allowance to some other benefit, the equivalent monetary value of that conversion will be offered to the affected OMCA employee(s).~~

Section 8 — COMPENSATION AND RETIREMENT

8.1 SALARY

Salary ranges for represented classifications shall be as specified on Exhibit B and C, and include two tiers — one for employees hired before October 1, 2016, and a second tier for employees hired on or after October 1, 2016.~~increase as follows:~~

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~~1.5%~~ ~~9-2-14 or upon ratification, whichever is later~~

~~8.2 The salary range for the Administrative Assistant Administration shall be increased to be equivalent with the Administrative Assistant Police Department.~~

Commented [JCS1]: Can section 8.2 be deleted as obsolete?

8.3 Salary Re-Openers: The City or ~~OMCA~~~~OMMA~~ proposes a re-opener on salaries if a 1% decrease in the prior years audited actual core revenue base compared to the prior year or if a 5% increase in the prior years audited actual core revenue base compared to the prior year. These core revenue triggers would be negotiated and any change would go into effect the following July 1st.

Total City of Oroville Core Revenue Base: Property Tax, Sales & Use Tax, Transient Occupancy Tax, Utility User Tax, Franchise Tax, and Motor Vehicle in Lieu.

Commented [JCS2]: Did the parties intend to delete section 8.3 and allow re-openers only by OMCA on July 1 of 2018 and 2019?

8.4 In the case of federal, state or local emergencies, if required to work in excess of normal duty hours, the OMCA member may be eligible for reimbursement should the City bill for, and receive, reimbursement for their work performed during such emergencies. Such reimbursement will only occur after the City receives compensation. The rate of reimbursement will be the salary rate billed by the City for the OMCA member. Any reimbursement in excess of the normal salary of the OMCA member will be retained by the City.

8.5 No salary advancement shall be made so as to exceed a maximum rate established in the plan for the class to which the employee's position is allocated unless approved by a majority of the City Council and a new rate established. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of one's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. Full-time, part-time or probationary employees may be considered eligible for merit increases in salary according to the following schedule:

8.5.1 The letters A, B, C, D, E, F, G and H, respectively, denote the various progressive steps in the salary range. However, some bargaining units may not have all 8 steps. See individual bargaining unit Memorandum of Understandings for appropriate step ranges, which prevail over the City of Oroville Personnel Rules and Regulations. Employees will normally be hired at Step A of the salary range.

8.5.2 Employees may receive salary Step B upon completion of one (1) year of unbroken employment in Step A, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and have successfully passed their probationary period and upon written recommendation of the department head and approval of the Personnel Officer.

- 8.5.3 Employees may receive salary Step C upon completion of one (1) year of unbroken employment in Step B, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
- 8.5.4 Employees may receive salary Step D upon completion of one (1) year of unbroken employment in Step C, where the employee has demonstrated satisfactory job progress and normally increasing productivity, and upon written recommendation of the department head and approval of the Personnel Officer.
- 8.5.5 Employees may receive salary Step E upon completion of one (1) year of unbroken employment in Step D, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- 8.5.6 Employees may receive salary Step F upon completion of two (2) years of unbroken employment in Step E, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- 8.5.7 Employees may receive salary Step G upon completion of two (2) years of unbroken employment in Step F, where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.
- 8.5.8 Employees may receive salary Step H where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon written recommendation of the department head and approval of the Personnel Officer.

In regards to Steps F, G and H, each department head has the discretion to accelerate these steps to one (1) year in between increases for outstanding performance, upon written recommendation to, and approval by, the Personnel Officer.

- 8.6 On each ~~January~~July first during the term of this contract, all represented employees who were hired by the City prior to October 1, 2016 shall be credited with 24 hours of Personal Time Off (PTO). Employees may take PTO to coincide with the holiday season, November 1st through January 1st or other requested time which is approved by their department head. PTO days must be used within the

calendar year they are credited or the time will be lost. Employees who were hired by the City on or after October 1, 2016 are not eligible to receive PTO.

8.7 RETIREMENT BENEFITS

8.7.1 Retirement Benefits for Miscellaneous Members of CalPERS. This section 8.7.1 applies to miscellaneous members of CalPERS.

A. Retirement Benefits for Miscellaneous Members hired before January 1, 2013, and Classic members as determined by CalPERS.

Subsection A applies to miscellaneous members hired before January 1, 2013, and for "classic" members within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA") who are hired on or after January 1, 2013.

Benefit Formula: Members hired before January 1, 2013, and for "classic" members within the meaning of PEPRA who are hired on or after January 1, 2013, shall be eligible to receive the 2% at 55 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for members covered by this section A shall mean the single highest year of compensation earnable.

Member Contribution: Members covered by this section A shall pay 100% of the required member contribution, which is 7%.

Additional Cost Sharing for Members Hired by the City on or After October 1, 2016

Effective the first day of the first full pay period in October 2016, in addition to paying the required member contribution of 7%, members covered by this subsection A who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of compensation earnable toward the City's normal cost of pension benefits as permitted by Government Code 20516, for a total of 10%. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. OMCA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

B. Retirement Benefits for Miscellaneous Members Hired on or After January 1, 2013, and Who Are Not Classic members as determined by CalPERS.

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Subsection B applies to miscellaneous members hired on or after January 1, 2013, who are not classic members as determined by CalPERS.

Benefit Formula: Members hired on or after January 1, 2013, who are not classic members as determined by CalPERS shall be eligible to receive the 2% at 62 retirement benefit formula.

Final Compensation: For purposes of determining a retirement benefit, final compensation for members covered by this subsection B shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

Member Contribution: Members covered by this section shall pay 100% of the required member contribution, which is 50% of the normal costs established by CalPERS.

Additional Cost Sharing for Members Hired by the City on or After October 1, 2016

Effective the first day of the first full pay period in October 2016, in addition to paying 50% of normal costs as described above, members covered by this subsection B who were hired by the City on or after October 1, 2016 shall pay, through payroll deduction, an additional 3% of pensionable compensation toward the City's normal cost of pension benefits as permitted by Government Code 20516. The cost sharing described in this paragraph shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this Agreement and establish the status quo for purposes of future negotiations. The OMCA and the City will take all actions necessary to implement the pension cost sharing agreement described in this paragraph.

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8.7.23 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

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8.7.34 OMCA members shall pay full employee's share of the PERS contribution (7% for Miscellaneous). As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each member shall pay through payroll deductions the CalPERS contributions described in this Article with state and federal income tax on the CalPERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

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8.7.45 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the California Public Employees' Retirement Law ("PERL"), including the Public Employee Pension Reform Act of 2013 ("PEPRA"), as it May be amended from time to time. In the event that the provisions of PERL/PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PERL/PEPRA shall prevail.

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8.8 FURLOUGH

Effective on the first day of the first full pay period after Council approval of this MOU, all employees in the bargaining unit will be subject to a work furlough that will reduce their salary and associated payments by ten percent (10%). The savings realized by the City associated with this work furlough and salary reduction will be placed in a PERS Rate Stabilization Trust to assist the City in funding future increases to PERS rates.

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Under the work furlough program, each employee's work schedule shall be reduced by 8 hours per pay period, with an accompanying salary reduction of ten percent (10%) for each pay period. To implement the furlough, each represented employee may elect any one of the following schedules:

- A 4-day, 9-hour per day work week, so that 72 hours are worked per pay period;
- A 4-day, 10-hour per day work week with 8 hours off scheduled during the pay period so that 72 hours are worked per pay period;
- A 5-day, 8-hour per day work week with 8 hours off scheduled during the pay period so that 72 hours are worked per pay period.

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The City shall work with each represented employee to establish a regular work period in accordance with the above options.

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8.7 P.E.R.S. CONTRIBUTIONS

~~8.7.1 The City agrees to continue providing classic OMCA members with PERS retirement benefits under the 2% at 55 formula for Miscellaneous Employees or 2% at 50 for Safety Employees to include the single highest year benefit.~~

~~8.7.2 Effective January 1, 2013 and upon hire, all new OMCA members shall receive the 2% at 62 formula for Miscellaneous Employees or 2% at 57 for Safety Employees, shall pay 50% of the normal benefit formula and contribution rate and shall have their retirement benefit calculations based off of their three (3) highest years.~~

~~"New members" shall be defined as individual who becomes a member of the California Public Employees Retirement System (CalPERS) for the first time or re-enroll on or after January 1, 2013, and who was not an active member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.~~

~~All members that do not fit into the definition of new members will be considered "Classic Members" of CalPERS.~~

~~8.7.3 The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.~~

~~8.7.4 OMCA members shall pay full employee's share of the PERS contribution (7% for Miscellaneous and 9% for Safety). This payment shall be deducted in accordance with IRS code 414(h)(2), making all such payments pre-tax.~~

~~8.7.5 It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.~~

~~8.98~~ DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan National Deferred, without a City contribution. Effective as of the first City payroll period in July 2001, the City shall offer regular full-time OMCA members the opportunity to participate in a Section 457 Deferred Compensation Plan with the ICMA, without a City contribution.

~~8.109~~ Overtime For Non-Exempt Classifications Only

~~Members required to work in excess of forty (40) hours per week shall receive one and one half (1 ½) times their regular rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided, however, that the member may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off duty with a maximum accumulation of 240 hours. By submitting a fourteen (14) day advance written notice, members may request payment from their individual accounts of some or all of the amounts therein, which shall be paid during the next payroll period.~~

Section 9 HOSPITAL MEDICAL BENEFITS

9.1 Health Insurance for represented employees hired by the City before October 1, 2016 - The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans up to the following amounts:

	Gold PPO	HDHP-10%	Silver PPO
EE Only	100%	100%	100%
EE + 1	\$906.39	\$879.92	\$853.45
EE + Family	\$1,075.50	\$1041.09	\$1,006.68

~~Effective January 1, 2015, City will increase its Employee + 1 and Employee + family contribution by \$75.00 (seventy five dollars) per month.~~

In the event any other City employee group(s) receives a greater premium amount than stated above, the City agrees to increase health and dental premiums for OMCA/OMMA members to that amount.

If the current plans become unavailable within the above cost parameter, and a substitute plan or plans with comparable benefits and cost are not available, then the OMCA and the City may reopen this issue for negotiation during the term of this Memorandum, and the parties shall then meet and confer as soon as possible in order to mutually attempt to resolve the situation. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

9.2 Health Insurance for represented employees hired by the City on or after October 1, 2016 - The City will provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of medical, dental, life, vision, and long-term disability insurance. The City will make contributions to the premiums for employees enrolled in the City's plans, with contributions for premiums for medical and dental plans limited to a maximum of 100% of the premiums for the lowest cost premium for employee-only medical and dental plans. Represented employees shall be responsible for paying any premium amounts above this level. In addition to the above, the City shall pay the cost of life, vision and long-term disability insurance.

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9.3 Health Insurance Review Committee

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The City agrees to participate in a Joint Health Insurance Review Committee for the purposes of reviewing current insurance health benefits and Enhanced Retirement Benefits. The Human Resource Analyst and up to two (2) representatives from each City employee bargaining group may attend the meetings on behalf of the City of Oroville. The purpose of the Committee is ongoing review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the OMCA members regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee members shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive

overtime or call-back pay for service on the Committee. The Committee shall have access to such nonconfidential information as necessary to carry out its purpose.

9.3 I.R.C. SECTION 125 COLLABORATION

Effective January 1, 2001, the City shall implement a premium only, 125 cafeteria plan administered through an approved provider.

9.4 The Employer shall maintain the carrier of the Disability Policy's waiting period to 90 calendar days.

9.5 Effective on or after January 1, 1998, and pursuant to an S.D.I. election, unit employees shall have the option to participate in the Employees State Disability Program.

Section 10 PROFESSIONAL AND EDUCATIONAL INCENTIVES

10.1 The City will pay the travel and subsistence expenses of Employee for professional and official travel, and meetings necessary and desirable to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to those of the League of California Cities and such other national, regional, state and local government groups and committee thereof which Employee serves as member. Employee shall be subject to the policies on reimbursement for expenses in accordance with IRS Regulations.

10.2 The City will pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional participation, growth and advancement, and for the good of the employer.

10.3 The City will make available to each member a maximum of \$1,500 per fiscal year for tuition reimbursement based upon all of the following criteria being satisfied:

Tuition reimbursement will be provided only under the following circumstances:

1. The member must be taking job-related undergraduate course work provided by a community college, college, or university or other WASC-accredited educational institution, in pursuit of an AA, AS, BA, BS or undergraduate certification. Graduate level course work will not be reimbursed, even if it is related to receiving an undergraduate degree.
2. Prior to enrollment, the member must submit to his/her department head and the City Administrator, a program curriculum outlining all classes needed for the degree for confirmation by the City as follows;

- a. The program curriculum will include classes already passed which relate to the degree or certification.
 - b. The program curriculum will indicate how the proposed undergraduate class fulfills the requirement of the undergraduate degree or certification.
3. Prior to reimbursement for the completed class, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and provide receipt indicating the tuition amount and payment thereof by the member.
 4. Any tuition reimbursement is subject to available funding in the budget.

Once the member satisfies all the above criteria, the City will reimburse the member for the course. After the member obtains a BA or BS degree, he/she will no longer be eligible for this benefit.

- 10.4 A member who obtains a Master's Degree from a WASC-accredited institution that is not a requirement of their position and provides documented proof of such degree, shall receive an educational incentive equal to 3% of their base salary per month.
- 10.5 The City shall assume liability for notary duties performed by OMCA members in the scope of their City employment.

10.6 Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate's or Bachelor's Degree) and provides documented proof of such degree, shall receive an educational incentive payment equal to:

60 units/AA/AS	--	\$125 per month pay increase;
BA/BS	--	\$250 per month pay increase.

In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees, it shall automatically be eliminated for the OMCA bargaining unit.

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Section 11 RECOGNITION FOR LENGTH OF SERVICE

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

<u>Length of Continuous Service</u>	<u>Annual Award</u>
15 through 19 years.....	\$150.00 per year

20 years or more.....\$300.00 per year

The City Council shall decide on the timing and manner for the award presentations.

The length of service pay provided by this Section 11 shall not apply to employees hired on or after October 1, 2016.

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Section 12 VACATION POLICY

12.1 Every employee who on the most recent anniversary date of employment shall have been in the service of the City for a period of one (1) year or more shall be entitled to a vacation as follows:

Two (2) weeks (ten (10) working days) with pay if the employee shall have been in the service of the City for a period of one (1) year or more but less than five (5) years prior to such anniversary date.

Three (3) weeks (fifteen (15) working days) with pay if the employee shall have been in the service of the City for a period of five (5) years or more but less than twelve (12) years prior to such anniversary date.

12.2 Upon the completion of twelve (12) years of service with the City the employee shall be entitled to one (1) additional day of vacation with pay, and on each anniversary date of service thereafter to a maximum vacation benefit with pay of four (4) weeks (twenty (20) working days).

12.3 Unused vacation benefits may be accumulated from prior anniversary years. Employees hired by the City prior to October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to three (3) times the employee's annual earned vacation. Employees hired by the City on or after October 1, 2016 shall cease to earn vacation benefits upon accumulating banked vacation hours equivalent to one (1) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.

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~~Unused vacation benefits may be accumulated from prior anniversary years; provided, however, the employee shall cease to earn vacation benefits that exceed three (3) times the employee's annual earned vacation. Subject to budget constraints or for special circumstances, and with the approval of the Department Head and the City Administrator, accrued vacation may be paid.~~

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12.4 For the purpose of this Section, years of service shall mean years of unbroken seniority with the City which shall in no event be calculated from a date prior to the time the employee actually commenced working for such Employer.

12.5 An employee who, on their most recent anniversary date, has qualified for a vacation, but whose employment is terminated prior to taking such vacation, shall be entitled to

pay in lieu thereof. Normally, the City shall not pay an amount in excess of the ceiling referenced in 12.3.

12.6 An employee, who, during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days, shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation. Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12 the vacation the employee would have earned had the anniversary year been fully worked.

12.7 Conversion of Excess Vacation Carryover Hours to Sick Leave

Whenever an employee's accumulation of vacation hours exceeds the maximum vacation carryover allowance due to furloughs or denial of time off requests by their supervisor or department head, the excess number of vacation hours may be converted to sick leave hours and credited to the employee's sick leave accumulation balance at the end of the fiscal year. This shall be done at the employee's written request.

Section 13 ADMINISTRATIVE LEAVE

All former Mid-Management (OMMA) personnel, who were hired by the City prior to October 1, 2016, are eligible for 48 hours per fiscal year of Administrative Leave, based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.

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All former Confidential (OCCU) personnel, who were hired by the City prior to October 1, 2016, are eligible for 69 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per fiscal year. Such leave may be taken upon approval of the Department Head, any time after it has been earned.

Employees who were hired by the City on or after October 1, 2016 are eligible for 24 hours per fiscal year of Administrative Leave to compensate for time worked in addition to normal work hours. Such leave may be taken, upon approval of the Department Head, any time after it has been earned.

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~~All former Mid Management (OMMA) personnel are eligible for 48 hours per calendar year of Administrative Leave, based upon amount of time worked in addition to normal work hours and approved, in advance in writing by the Department Head. Such leave may be taken, upon approval of the Department Head, any time after it has been allocated.~~

~~All former Confidential (OCCU) personnel are eligible for 69 hours per calendar year of Administrative Leave to compensate for time worked in addition to normal work hours. Members shall have the option to cash out up to 20 hours of administrative leave per calendar year. Such leave may be taken upon approval of the Department Head, any time after it has been allocated.~~

Section 14. HOLIDAYS

14.1 The following shall be paid holidays to all employees:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The last working day before Christmas
- (12) Christmas Day, December 25

14.2 Employees shall be compensated for each holiday based on the amount of time in the regularly assigned shift on the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee may flex the holiday to a work day during the same pay period. The specific work day selected is subject to approval by the employee's supervisor. ~~by eight (8) hours of straight time compensation.~~

14.3 Subject to concurrence of all other City employee Associations, City and OMCA agree to exchange Lincoln's Birthday (February 12) for New Years' Eve Day (December 31).

Section 15 SICK LEAVE ACCUMULATION

15.1 Sick leave is a privilege which can be allowed only in case of actual sickness or injury of such employee or of a member of the immediate family which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the Department Head.

15.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of one (1) work day for each month of service beginning the first calendar month following regular probationary employment.

- 15.3 An employee returning to duty after an absence of more than two (2) consecutive days without loss of salary resulting from sickness or injury may be required to provide the immediate supervisor, for filing in the employee's personnel file, a doctor's certificate or personal affidavit showing the nature of the sickness or injury.
- 15.4 Employees shall accumulate unused sick leave without limitation as to a maximum number of days.
- 15.5 Sick Leave Conversion: An employee represented by the Association and hired by the City prior to October 1, 2016 who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based such leave dollar value at the time of retirement. Employees hired by the City on or after October 1, 2016 are not eligible to convert accumulated sick leave to purchase medical insurance at retirement.
- 15.6 For employees hired by the City prior to October 1, 2016, the City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January/June, July/December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established. Employees hired on or after October 1, 2016 shall not be eligible to receive any extra day of vacation under this section, regardless of their attendance record.
- 15.7 Notwithstanding anything to the contrary set forth above in this section, the City agrees to amend its contract with PERS to allow sick leave conversion for PERS Retirement Credit. The members have the option of selecting the provisions set forth above in this section or may convert their unused sick leave for service credit upon retirement.

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Section 16 LEAVES OF ABSENCE

16.1 Bereavement Leave:

Employees hired by the City prior to October 1, 2016 who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, for members of the employee's immediate family, as defined below. Employees hired by the City on or after October 1, 2016 who have completed six (6) months of service are entitled to receive up to three (3) days bereavement leave, for members of the employee's immediate family, as defined below. Bereavement leave shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family:

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~~spouse, registered domestic partner, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law, including domestic partner in-laws.~~

~~Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death of an immediate family member appears imminent, as determined by the attending physician. An employee desiring such leave shall notify, in writing, the Department Head of the time of absence expected and the date of return to City service. Immediate family: the following members of an employee's family: spouse, natural, step or legal child or parent, brother, sister, grandparent, grandchild, mother in law, father in law, brother in law or sister in law.~~

16.2 Maternity Leave - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6 as currently presented and/or amended.

16.3 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations, to determine when such leave shall be taken.

16.4 Approved Leave of Absence without Pay:

The Department Head, at his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority for not to exceed three (3) months. After three (3) months, the leave of absence may be extended up to twelve (12) months by the City Administrator. Longer such leaves of absence shall be approved by the City Council. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is for more than thirty (30) days, the employee:

- A. Shall not accrue seniority or employee benefits of any kind.
- B. Shall be responsible for the full payment of the monthly cost of any premiums for health, life or long-term disability insurance plans if the employee desires to retain the coverage afforded by such plans.

16.5 Safety Incentive Program

Employees hired by the City on or after October 1, 2016 shall not be eligible to participate in the City's Safety Incentive Program and will not accrue safety incentive comp time.

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Section 17. JURY DUTY

Every employee of the City who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury. Jury fees, other than military, collected by employee shall be turned over to the Finance Department to help defray employee costs while on jury duty.

Section 18 RANDOM DRUG AND ALCOHOL TESTING

Employees agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OCMA without written mutual agreement of the parties.

Section 19 INJURY ON AND OFF THE JOB

Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision.

Section 20 BULLETIN BOARD

A reasonable amount of space shall be provided on the bulletin board in the lounges, upon which the Association may post notices of meetings, elections, appointments, results of elections, recreational and social affairs, classes, seminars, and other matters pertaining to employee and Association affairs.

Section 21 PAYROLL DEDUCTIONS

It is agreed that the City, during the term of this Memorandum, shall deduct dues in an amount authorized and remit the total to the Association in one check. The Association shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

Section 22 INJURIES IN THE COURSE OF EMPLOYMENT

- 22.1 Applicability of this Section: The provisions of this Section shall apply only to those industrial injury cases which the City Administrator, designee, or the Workers' Compensation Appeals Board determines to be compensable and only for such period of time as the Workers' Compensation Laws of the State of California require payment for temporary disability and shall cease when a person leaves City service other than by disability retirement.
- 22.2 All members of the OCMA (not covered by Section 4850 of the Labor Code), in the event of time lost to an industrial injury or illness, which renders the employee unable to work in their position or an available light duty position, shall continue at full salary for a period of one (1) year with no charge to accrued sick leave or accrued vacation. The employee so disabled shall make diligent efforts to secure available sources of income (Workers' Compensation benefits, SDI, disability insurance, etc.) These alternative sources of income shall serve as an off-set of the City's obligation to pay the employee's full salary. In no event shall an employee receive more than full salary. This section (22.2) does not apply to retired members.
- 22.3 Eligibility under this Section: All City Employees who have satisfactorily passed the physical examination as required by these rules shall be eligible.

Leave with Pay for Medical Treatment

- A. Leave with pay for medical treatment authorized by the Personnel Employee may be permitted for short periods of time when temporary disability payments pursuant to this Section of Labor Code are not made.
- B. The employee shall notify the City by Registered Mail of his/her address if changed from the address in the employee's personnel record, or if changed at any time during this leave of absence. The employee shall give the City reasonable notice in advance of the date of his/her return to work and shall, upon return to work and shall, upon return to work, be assigned his/her former position or comparable position. The employee shall be physically able to perform the duties of his/her former position in order to be returned to work, but the City shall make reasonable effort to place the employee in a position in which the employee is capable of performing at the same standard as other employees in that classification.

- C. An employee whose condition is deemed to be permanent and stationary may, at the discretion of the City, be returned to work on a light or limited duty station for purposes of vocational and medical rehabilitation. Such action shall only be taken upon the recommendation of a physician, chosen and compensated by the City, and shall be for a fixed time. In the absence of clear and convincing evidence to the contrary, should the rehabilitation period fail and the employee return to an industrial leave status, the initial trauma shall be considered in assessing the leave period.
- D. This Section shall be implemented by an individual agreement between employer and employee, and be signed off by the City's Physician.

Section 23 DISCIPLINE

- 23.1 The City may discharge, demote or suspend for cause any employee who has completed the specified probationary period. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):
- A. Misstatement of facts during the hiring process;
 - B. Falsification of any entry on a City document (e.g., time card, expense report)
 - C. Disclosure of confidential information;
 - D. Insubordination or willful disobedience;
 - E. Incompetence, inefficiency, or unsatisfactory job performance;
 - F. Discriminatory, discourteous or unbecoming behavior;
 - G. Theft, misuse, or unauthorized use or possession of City property;
 - H. Dishonesty;
 - I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
 - J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
 - K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
 - L. Excessive absence or tardiness;
 - M. Absence without approved leave;
 - N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
 - O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment.
 - P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

In the event a member feels the discharge or suspension is not for cause, the OCMA shall have the right to appeal the case through the grievance procedure. Probationary employees may be discharged for any reason and without cause.

23.2 Presumption of Delivery: Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the employee. In the event that any notice is sent to an employee by certified mail, return receipt requested, the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the return address.

23.3 Departmental Action Prior to Imposition of Discipline: Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against employees with regular status, the Department Head or person authorized by him shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head or designee proposing the disciplinary action prior to the effective date of such disciplinary action.

23.4 Notice of Disciplinary Action: Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

1. a statement of the disciplinary action to be taken against the employee,
2. a summary of the facts upon which the disciplinary action is based,
3. a statement advising the employee that written notice of the disciplinary action is to be placed in his/her official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum of Understanding.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, addressed to the last address which the employee has furnished the City.

23.5 Appeals of Discipline for Permanent Members:

A member may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance procedure within ten (10) days of receiving the notice of disciplinary action.

Section 24 GRIEVANCE PROCEDURE

Except Personnel Rules 1, 3, 4, 5, and any other provisions of the Personnel rules which fall within the definition of a management right, a grievance shall be defined as a dispute concerning the application of the City of Oroville's Personnel Rules and Regulations or a matter involving the interpretations or the alleged violation of any provisions of this Resolution, other than appeals subject to the foregoing Section 14.

There shall be an earnest effort on the part of both parties to settle the grievance promptly through the steps listed below. Working days are considered to be Monday through Friday, excluding City Holidays.

- Step 1: A member's grievance must be submitted to the immediate supervisor within fifteen (15) calendar days from the date the grievance was first known or the grievance is waived. The immediate supervisor should give an answer to the member by the end of the fifth (5th) calendar day following the presentation of the grievance. If the answer does not resolve the grievance or if an answer is not given, the member may proceed to Step 2.
- Step 2: If the grievance is not resolved in Step 1, the OCMA representative may, within five (5) working days after the written reply of Step 1, request a meeting with the Department Head or his designee. Such meeting to be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days after the date of the written reply of Step 1.
- Step 3: If the grievance is not resolved in Step 2, the OCMA representative may within five (5) working days after the Step 2 meeting, request a meeting with the City Administrator or his/her designee. Such meeting will be held at a mutually agreeable time to review, discuss and attempt to resolve the grievance. Such meeting will take place within ten (10) working days from the date of the Step 2 meeting.
- Step 4a: If a grievance is not resolved in Step 3, the fourth step shall be referral by either the City or the OCMA to arbitration. The fourth step shall be taken within twenty (20) work days of the date of the answer in Step 3.
- Step 4b: Upon receipt of request by OCMA to submit a grievance to arbitration, the City will set a day acceptable to both parties. City and the OCMA will choose from the State of California Conciliation and Mediation Service an arbitrator to become the individual to hear all cases involving the parties. The parties agree to act expeditiously in the selection of an arbitrator. If the OCMA and the City fail to reach mutual agreement on the selection of an arbitrator, each party shall, at a meeting of its

representatives, alternately strike a name from the list of arbitrators provided by the SCCMS. The first party to strike a name shall be determined by lot. The costs of arbitration shall be borne equally by the City and the OCMA. The City and OCMA shall pay the compensation and expenses for their respective witnesses. At the OCMA's request, the City shall release members from duty to participate in arbitration proceedings.

- Step 4c: The arbitrator shall hold such hearings and shall consider such evidence as the arbitrator appears necessary and proper. The first hearing shall be held as soon as is practicable for all parties involved. The decision of the arbitrator shall be final and binding on the City and the OCMA and the aggrieved member, if any, provided that such decision does not in any way add to, disregard, or modify any of the provisions of this Resolution.
- Step 4d: Failure by either party to meet any of the aforementioned time limits as set forth in the section entitled "Grievance Procedure", will result in forfeiture by the failing party; except when the aforementioned time limits are extended by mutual written agreement from both parties. Grievances settled by forfeiture shall not bind either party to an interpretation of this Resolution, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.
- Step 4e: Notwithstanding the aforementioned procedure, any individual member shall have the right to present grievances to the City and to have such grievances adjusted without the intervention of the OCMA, and be given the same opportunity to have the Arbitrator hear and rule on grievances as prescribed in 4(b) and 4(c) provided that the adjustment shall not be inconsistent with the Resolution, and further provided that the OCMA's President shall be given an opportunity to be present at such adjustment.

Time limits as set forth above may be extended by mutual agreement between the parties, but neither party shall be required to agree except in the case of the temporary absence of the City Administrator. In such case, the time limits will commence with the first day of their return to work. All meetings will be conducted in Oroville.

If the member or the OCMA does not submit the grievance to the next step or meet within the time limits specified, then the grievance will be considered automatically withdrawn. If, after Step 1, management does not reply in a timely manner or meet within the time limits specified, then the grievance may be processed by the member to the next higher level, if requested by the member or the OCMA.

Section 25 PEACEFUL PERFORMANCE

The parties of this Memorandum recognize and acknowledge that the services performed by the City Employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. Association agrees that under no circumstances during the term of this agreement will the Association recommend, encourage, cause or permit its members to initiate, recognize, participate in, nor will any member of the bargaining unit take part in any strike, sit down, stay in, sickout, slowdown, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said stoppage has ceased.

Section 26 SAVINGS CLAUSE

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 27 COMPLETION OF BARGAINING

This constitutes the whole agreement between the City of Oroville and the Association. There exists no other an agreement or inducements written or oral, other ~~than~~ those expressly provided herein. City Resolution is expressly superseded by this agreement.

Except for emergencies as provided for under California Code Section 3504.5 et seq, and for the re-openers described below, the parties mutually agree that during the term of this Memorandum of Understanding, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum of Understanding or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

Notwithstanding the above, the parties agree to the following re-openers during the term of this MOU:

- 2017-2018 Fiscal Year: No re-openers;

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- 2018-2019 Fiscal Year: At OCMA's request made on or before July 1, 2018, the MOU may be reopened to consider changes for the 2018-2019 fiscal year.
- 2019-2020 Fiscal Year: At OCMA's request made on or before July 1, 2019, the MOU may be reopened to consider changes for the 2019-2020 fiscal year.

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Section 28 TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective **July 1, 2017~~2014~~** and shall remain in effect through **June 30, 2020~~2015~~**, and shall continue thereafter unless either party gives written notice to the other party prior to March 1st, ~~2020~~ requesting negotiation of a new Memorandum of Understanding with an effective date of July 1, ~~2020~~.

This Memorandum recommended to the City Council of the City of Oroville on ~~September 2, 2014~~ October 17, 2017.

OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION (OMCA)

Amy Bergstrand, OMCA President

Steve Allen, OMCA Labor Rep

CITY OF OROVILLE

Donald Rust, Acting City Administrator

Approved as to Form:

Executed by:

Scott Huber, City Attorney

Linda Dahlmeier, Mayor

EXHIBIT A

Job Classifications	Department
Accounting Manager	Finance
Administrative Assistant—Administration (hourly)	Administration
Assistant City Clerk	Administration
Battalion Chief	Fire
Chief Building Official	Community Development
Economic Development Manager	Administration
Enterprise Zone/Business Assistance Coordinator	BAHD
Human Resource Analyst II <u>Manager</u>	Administration
Information Technology Manager	Administration
Management Analyst III	BAHD
Police Lieutenant	Police
Program Specialist	Administration
Senior Civil Engineer	Community Development

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: DONALD RUST, ACTING CITY ADMINISTRATOR
LIZ EHRENSTROM, HUMAN RESOURCE MANAGER
ADMINISTRATION DEPARTMENT**

**RE: AMENDMENT TO THE OROVILLE FIRE FIGHTER'S
ASSOCIATION MEMORANDUM OF UNDERSTANDING**

DATE: OCTOBER 17, 2017

SUMMARY

The Council may consider an Amendment to the Oroville Fire Fighter's Association (OFFA) Memorandum of Understanding (MOU).

DISCUSSION

City staff has been in labor negotiations with the Oroville Fire Fighter's Association unit. Both the City and OFFA have negotiated a tentative agreement for OFFA members to share the cost of the employer's PERS contribution and pay an additional 11.4%, for a total savings of 10%. The City will amend the contract with CalPERS, in the near future, to reflect this change.

Staff is recommending Council approve the amendment.

FISCAL IMPACT

All savings will be deposited into the new Section 115 Irrevocable Trust.

RECOMMENDATIONS

Adopt Resolution No. 8661 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE FIRE FIGHTERS' ASSOCIATION - (Agreement No. 1436-12).

ATTACHMENTS

- A - Resolution No. 8661
- B - Agreement No. 1436-12

**CITY OF OROVILLE
RESOLUTION NO. 8661**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE
FIRE FIGHTERS' ASSOCIATION**

(Agreement No. 1436-12)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighter's Association. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 17, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE FIREFIGHTERS ASSOCIATION, LOCAL 2404
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



This Amended and restated Memorandum of Understanding, hereinafter referred to as the "Memorandum," was approved by City Council Resolution No. ____ adopted at its Regular Meeting of **October 17, 2017**.

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ARTICLE 1 - AGENCY SHOP

The Oroville Firefighters Association (OFFA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Firefighters Association (OFFA) represents the following classifications:

Fire Captain
Fire Engineer
Firefighter

ARTICLE 2 - SCOPE OF AGREEMENT

This agreement covers the wages, hours, terms, and conditions of employment for the term of the agreement for those employees represented by the OFFA.

ARTICLE 3 - PERSONNEL RULES AND REGULATIONS

Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OFFA prior to implementation.

ARTICLE 4 - MANAGEMENT RIGHTS

The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons; to direct the work force
- To increase or decrease the work force and determine the number of members needed
- To hire, transfer, promote and maintain the discipline and efficiency of its members to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided

- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - PAYROLL DEDUCTIONS

PAYROLL DEDUCTIONS - The City shall deduct an authorized amount from each employee's paycheck to be remitted to OFFA. The OFFA shall indemnify and hold the City harmless against all claims against the City as a result of implementation of this article.

ARTICLE 6 - SALARY

6.1 SALARY SCHEDULE - The **1st Tier** salary schedule for the OFFA is attached as **Exhibit "A". The 2nd tier salary schedule is attached as Exhibit "B"**

6.2 SALARY STEPS - There shall be 5% between salary steps for **Tier 1 and 2.5% between salary steps for Tier 2.** Eligibility for advancement to Step F, **for Tier 1 employees only**, includes two (2) years in Step E within their current classification.

Second-Tier salary schedule for all new hires: (i.e. employees hired on or after October 1, 2017) Implement thirteen 2.5% steps between the current salary range bottom step and top step.

6.3 If the annual audited fiscal year core revenue is 10% below the prior fiscal years core revenues then the City may reopen on salary section 6.1.

If the annual audited fiscal year core revenue is greater than 5% above the prior fiscal years core revenues then the OFFA may reopen on salary section 6.1.

If the annual audited fiscal year core revenues is 7% above the prior fiscal years core revenues then each classification shall receive a 2% COLA.

6.4 COMPENSATION SURVEY - Compensation studies shall include the following agencies:

- | | |
|--------------|-------------------|
| 1. Roseville | 7. S. Lake Tahoe |
| 2. Folsom | 8. Woodland |
| 3. Chico | 9. Grass Valley |
| 4. Redding | 10. Red Bluff |
| 5. Rocklin | 11. Sutter County |
| 6. Yuba City | |

The City of Oroville agrees to complete a joint compensation survey with the OFFA annually in August, to keep the City aware of current salary trends. The compensation survey shall include top step salary, maximum PERS-able benefits, employee “pick-up” and maximum health benefit contributions.

6.5 SALARY INCREASES- Bargaining unit members will receive the following salary increases:

2% effective October 1, 2014

2% effective July 1, 2015

2% effective June 30, 2016

6.6 ADDITIONAL SALARY STEP – The City will add an additional salary step (G Step) at five percent (5%) above the current top step F, effective January 1, 2015, which will be immediately available on to those bargaining unit employees at Step F for at least the preceding twenty-four (24) months. All other employees will be eligible to move to step G in accordance with existing City policies and procedures pertaining to salary step advancement.

ARTICLE 7 - OVERTIME

7.1 OVERTIME - Employees required to work in excess of one hundred and ninety-two (192) hours within the twenty-four (24) calendar day cycle shall receive one and one-half (1 ½) time their regular rate of pay. In computing hours worked in any 24-day cycle, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked.

ARTICLE 8 - COMPENSATORY TIME OFF (CTO)

8.1 COMPENSATORY TIME OFF (CTO) - Employees may accrue CTO in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- a) No more than 240 hours of CTO may be banked.
- b) An employee’s decision to elect CTO instead of overtime is irrevocable.
- c) Employees may cash out their CTO with two weeks written notice.
- d) Upon separation, the employee will be paid at the employee’s current hourly rate of pay for their CTO bank balance.
- e) An employee must give 48 hours notice before using CTO.

An employee may request the use of CTO, which shall be granted when the fire department’s scheduled shifts meet current minimum staffing without paying non-emergency overtime.

When an employee is assigned to work overtime, that employee will not take CTO in lieu

of working that assigned overtime shift. The employee will either work that shift or find a suitable employee to fill their place.

ARTICLE 9 - LONGEVITY PAY

9. The City shall provide the following longevity pay annually each December as follows:

<u>Years</u>	<u>Award</u>
15-19 Years	\$150.00
20 Years or More	\$300.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 10 - UNIFORM ALLOWANCE

- 10.1 UNIFORM ALLOWANCE** – Upon hire each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred fifty dollars (\$750) on their first paycheck and then will begin receiving a monthly allowance of \$62.50 at the start of the second year. Current employees shall receive a monthly uniform allowance of \$62.50 beginning January 1, 2011.
- 10.2** The City agrees to pay the initial cost of any ordered uniform article change.
- 10.3** The City agrees to replace any part of the work uniform damaged in the line of duty and not attributable to normal wear and tear. Such damage shall be reported to the Fire Chief or designee.

ARTICLE 11 - OUT OF CLASS PAY

- 11.1 OUT OF CLASS PAY** - When an employee works in a higher classification, the employee shall receive an additional 5% above their normal rate of pay for all hours worked in such classification.

ARTICLE 12 - CALL-BACK PAY

- 12.1** In the event of a call-back or return to duty, an employee shall receive a minimum of four (4) hours, paid at one and a half times the regular rate of pay. The employee will be held on duty only for the duration of the emergency. If the time worked exceeds four (4) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest thirty (30) minutes.

ARTICLE 13 - HEALTH BENEFITS

- 13.1** The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance.

City agrees to contribute \$729.00 per month per employee towards health and dental insurance premiums. Effective January 1, 2015, the City will increase its current contribution toward medical insurance premiums for dependent coverage (employee plus one and full family) by \$75.00 per month.

13.2 IRS 125 - The City shall provide a program qualified under Section 125 of the Internal Revenue Code.

13.3 RETIREE MEDICAL - Any employee who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement. The City agrees to allow retirees to move on or off the City's medical insurance if carrier allows for such action.

13.4 HEALTH INSURANCE REVIEW COMMITTEE - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. Up to two members from each Association may attend the meetings.

The Committee shall have access to information as necessary to carry out its purpose.

13.5 APPROVAL OF FUTURE PLAN CHANGES - Both the City and the OFFA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City agrees that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority vote of members in all employee Associations (OCEA, OFFA, OPOA, and OMMA) and Unrepresented Employees. Each Association or unrepresented employee will vote and the majority results will be counted as that Associations choice to approve or disapprove the proposed change in health plan(s).

ARTICLE 14 - DEFERRED COMPENSATION

14.1 DEFERRED COMPENSATION - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan without an employer contribution.

ARTICLE 15 - RETIREMENT

15.1 The City has contracted with the Public Employee Retirement System (PERS) to provide retirement benefits outlined and attached as Exhibit "C".

15.2 PERS CONTRIBUTIONS:

A. Classic: Classic Safety Members shall pay the nine percent (9%) CalPERS employee's contribution and an additional eleven and four tenths percent of (11.4%) of PERSable compensation toward the CalPERS employer's contribution for a total of twenty and four tenths percent (20.4%). The additional 11.4% "cost sharing" contribution shall become effective on the first day of the first full pay period after October 1, 2017. This required cost sharing shall initially be made pursuant to Government Code Section 20516 (f). As soon as administratively feasible, the City shall amend its contract with CalPERS to provide for the cost-sharing pursuant to Government Code Section 20516 (a). After the approval of the CalPERS contract amendment, employee contributions to the employer's portion will be credited to each employee's account under section 20516 (a). The City shall contact CalPERS to begin the contract amendment process within 90-days of adoption by the City Council. The cost sharing shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.

B. PEPRA: PEPRA Fire Members shall pay the employee's fifty percent (50%) of CalPERS normal cost as determined annually by CalPERS plus an additional eleven and four tenths percent (11.4%) of PERSable compensation toward the CalPERS employer's contribution. The additional 11.4% "cost sharing" contribution shall become effective on the first day of the first full pay period after October 1, 2017. This required cost sharing shall initially be made pursuant to Government Code Section 20516 (f). As soon as administratively feasible, the City shall amend its contract with CalPERS to provide for the cost-sharing pursuant to Government Code Section 20516 (a). After the approval of the CalPERS contract amendment, employee contributions to the employer's portion are credited to each employee's account as a normal contribution under section 20516 (a). The City shall contact CalPERS to begin the CalPERS contract amendment within 90-days of adoption by the City Council. The cost sharing shall continue beyond the expiration of the MOU and shall constitute the status quo for all purposes until changed by mutual agreement of the parties or as allowed by law.

1. Retroactivity:

- a. For the period of August 14, 2017 to October 1, 2017, or the effective date of the required cost sharing described in paragraph 2 above if the cost sharing pursuant to Section 20516 (f) is implemented after October 1, 2017, each employee shall receive the equivalent of a 10% salary reduction. Employees may elect to utilize accrued vacation, comp time, holiday pay, and/or a base salary reduction to achieve the 10% salary reduction equivalent. If the employee fails to elect an alternate reduction procedure, the City shall reduce the base salary by 10% for this period.**

EPMC -

Effective upon ratification and approval of the MOU, and except as otherwise provided below, bargaining unit employees will pay 4% of the EPMC. Effective October 1, 2014, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 6.5%. Effective July 1, 2015, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 9%.

Payments shall be made pre-tax.

All OFFA bargaining unit members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Notwithstanding the EPMC provisions stated above, effective January 1, 2013, and upon hire, all new OFFA bargaining unit members shall receive the 2.7% @ 57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as an individual who becomes a member of a public employee retirement system for the first time on or after January 1, 2013, and who was not a member of another public employee retirement system prior to that date, and who is not subject to reciprocity with another public employee retirement system.

- 15.3 PERS CONTRIBUTIONS AND PEPRA:** Notwithstanding the terms of this agreement, during the term of the MOU, the City reserves the right to reopen this Article (15 – Retirement), if the City's PERS Employer Contribution Cost rises above 29%.

ARTICLE 16 - WORK SCHEDULE

- 16.1** For the term of the MOU, the City agrees to maintain the current 48/96 work schedule, with the understanding that bargaining unit employees are required to provide a physician's note any time the employee calls in sick for one full shift (A full shift is defined as 48 consecutive hours at work.).

By agreeing to continue the 48/96 work schedule for the term of the MOU, the City expressly reserves the right to evaluate the efficiencies and cost of the 48/96 work

schedule one year from the date the City Council approves and adopts the successor MOU. To the extent this evaluation leads the City to propose any changes to the 48/96 schedule, the parties agree to meet and confer as required by State law before any changes are implemented. The parties further expressly agree that should the meet and confer process called for under this paragraph lead to an impasse, the factfinding procedures established under California Government Code section 3500 et. seq. rather than the City's interest arbitration procedures under City Resolution 6040 shall apply. The parties further expressly agree that should factfinding be invoked, they will split the cost of the factfinding panel.

Holding for further discussion: The parties agree to meet and confer within the first 60 days after the MOU is ratified by City Council on moving to an alternative pay cycle, including the option of a 14-day pay cycle. Moving to an alternative pay cycle will only occur if there is mutual agreement between the parties.

16.2 SHIFT AND STATION SELECTION PROCEDURE - Shift and station shall be selected in order of classification seniority.

16.2.1 PROCEDURES:

1. The shift request will occur each year in October, prior to vacation selections.
2. Captains request first based on seniority.
3. Engineers request second based on seniority.
4. Firemen request last based on seniority.
5. The Chief reserves the right to deviate from this policy for the proper operation of the Department.

ARTICLE 17 - STAFFING LEVELS

The City shall maintain a minimum staffing level of three personnel (line staff) on duty.

Inclusion of this policy in this Memorandum of Understanding in no way effects the City's rights as delineated in Article 4 of this contract.

In the interest of Health and Safety of OFFA employees assigned for extended periods to emergency incidents, the department authorizes the use of motels and other comparable facilities for sleeping and freshening up. The use of these facilities will be administered in accordance with department policy found in the Oroville Fire Department Policy and Procedures manual, Policy 1504.

Immediately following ratification and adoption of a successor labor agreement, the parties agree to meet and confer to discuss a change in staffing and acting assignment practices for the Fire Department. Specifically, in order to address and change the current Acting Pay practice in the Department, the City will propose committing to a daily staffing

level of five employees per shift, made up of one captain, one lieutenant, two engineers and one fire fighter. Minimum staffing will remain at three and the Department will be obligated to have at least one officer- captain or lieutenant – on duty for each shift.

This agreement to meet and confer over changes to staffing and acting pay practices is made with the understanding that should the parties' discussions not result in an agreement, the City may proceed with implementation of its proposed changes without having to go through impasse resolution proceedings, and more specifically, interest arbitration.

ARTICLE 18 - PHYSICAL TRAINING TIME

18.1 PHYSICAL TRAINING TIME - Each employee will have ninety (90) minutes of physical training per day. Time of day shall be determined by the Captain and/or Battalion Chief. The physical training time and dress time shall not interfere with emergency operations.

ARTICLE 19 - HOLIDAY PAY

Each employee shall be credited for each holiday by eleven and two-tenths (11.2) hours of straight time pay.

19.1 The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The day before Christmas
- (12) Christmas Day, December 25

ARTICLE 20 - VACATION POLICY

20.1 VACATION ACCURAL - Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

1 to 4 years	120 hours
5 to 11 years	168 hours
11.2 hours for each additional year to a maximum of 224 hours	

20.2 VACATION CARRYOVER - The employee shall cease to earn vacation benefits

that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to accrual ceiling may petition the Fire Chief and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Fire Chief has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

- 20.3** An employee who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 242.66, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

- 20.4 VACATION SIGNUP** - Vacation signup will be based on Department Seniority. Vacation signup shall be on an annual basis beginning in November to be concluded by December; vacation requested after November shall be granted on a first come first serve basis.

ARTICLE 21 - SICK LEAVE

- 21.1** Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of the immediate family of an employee, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.
- 21.2** An employee may be allowed a leave of absence from duty without loss of salary because of sickness or injury. Sick leave with pay is cumulative at the rate of eleven and two-tenths (11.2) hours for each month of service beginning the first calendar month following regular probationary employment.
- 21.3** An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.
- 21.4** Sick leave shall not be granted to any employee who is absent from duty due to

- illness or injury incurred while working for other than the City of Oroville.
- 21.5** Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.
- 21.6** Employees shall accumulate unused sick leave without limitation.
- 21.7** **PHYSICIAN'S VERIFICATION OF ILLNESS** - Any employee who is absent on sick leave for three consecutive work days or more shall, at the request of the City, prior to returning to duty, provide the City with a physician's statement verifying that the employee was examined during the absence and found.
- 1) To be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism.
 - 2) To be medically ready to return to full active employment status upon the date the employee returns.
- 21.8** **SICK LEAVE INCENTIVE** - If an employee works without using sick leave during the months of January 1 through June 30, or July 1 through December 31 the City shall grant twelve (12) hours of additional vacation pay for each period.
- 21.9** **PERSONAL NECESSITY LEAVE** - Subject to the same requirements of advance notice and approval, an employee may be granted a maximum of one shift (24 hours) leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes matter related to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.
- 21.10** **ABUSE OF SICK LEAVE** - At any time management has reason to suspect abuse of sick leave, the supervisor may notify the employee in writing that for any future absence for illness or injury the employee shall be required to provide the City with a physician's statement verifying that the employee was examined and found to be ill or injured to such an extent that the employee should remain absent from work.

ARTICLE 22 - BEREAVEMENT LEAVE

- 22.1** **BEREAVEMENT LEAVE** - Employees who have completed six (6) months of service are entitled to receive up to one hundred and twenty hours (120) of bereavement leave per occurrence, which shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Fire Chief of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or registered domestic

partner.

ARTICLE 23 - MATERNITY LEAVE

- 23.1 MATERNITY LEAVE** - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6.

ARTICLE 24 - MILITARY LEAVE

- 24.1 MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

ARTICLE 25 - UNPAID LEAVE

- 25.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Fire Chief may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approved by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.

ARTICLE 26 - JURY DUTY

- 26.1 JURY DUTY** - Every employee who is called or required to serve, as a trial juror shall, upon notification and appropriate verification submitted to their supervisor, be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court because of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury.

ARTICLE 27 - EDUCATION REIMBURSEMENT

- 27.1 EDUCATION REIMBURSEMENT** - Each employee shall have available for their use \$100.00 annual reimbursement to pay for registration, tuition, and materials required by their elective course, workshop, or seminar, based on the calendar year. Reimbursement will require successful completion, obtaining a "C" or better or a "PASS" grade for Pass/Fail courses. Documentation to this effect must be present. Elective courses shall conform to the definition of "Fire Department Related." Departmentally assigned courses shall not be deducted from the

member's \$100.00 allocation.

27.2 COMPENSATORY TIME FOR EDUCATION (CTO-T) - Compensatory Time shall be granted to members for off duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to the maximum of 120 hours per year, with an accrual ceiling of 240 hours. In the event the 120 hours per year and/or the 240 accrual ceiling has reached its maximum, members will be then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the cap. Elective courses are any courses the employee can demonstrate are directly related to the job performed and/or increasing department activities or capabilities, require approval by management and review for job-relatedness. Compensation will only be given for time spent in actual training or classroom setting.

Accrual of Education Earned Comp Time: Compensatory time earned through the attendance of an elective course shall be held in a separate comp time account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: employee leaving the Department may NOT cash in unused balance of CTO-T. Exception: Upon retirement.

Compensatory time earned through course or training attendance at the request of the Department resulting in an overtime situation by analogy to Article 7.1 shall be credited by the rate one and one-half (1 ½). Such compensatory time shall be taken as time off only, but subject to payoff upon retirement. However, in the event the 120 hours per year or the 240 accrual ceiling has reached its maximum, members will then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the caps. Exception: HAZ-MAT Team personnel have the option for pay on required Department HAZ-MAT Team monthly meetings.

27.3 EDUCATION INCENTIVE PAY:

Effective July 1, 2014, bargaining unit employees become eligible for the following incentive pays: (Actual payment begins the pay period following the employee establishing the minimum requirements specified below:

Education Pay:

60 Units/AA/AS- \$125.00 per month.
BA/BS - \$250.00 per month.

ARTICLE 28 - PROBATION

- 28.1** All new hire appointments to positions in the OFFA shall be subject to a probationary period of 18 months of service, and serves at the will of the City. All promotional appointments to positions in the OFFA shall be subject to a probationary period of 6 months of service, and shall have no right to appeal failure of a promotional probation. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.
- 28.2** During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:
- 1) The use of the Grievance Procedure to grieve termination.
 - 2) The City may agree to extend the probationary period for not more than 6 months and will notice the employee in writing of their intent to extend probation and the date in which the probation period ends. The OFFA shall be notified of all probation extensions.
 - 3) Probation may be extended for the same time as any leaves of absence.
- 28.3** In the event an employee is promoted and is rejected, they shall be reinstated to the position that they previously held at the time of promotion.

ARTICLE 29 - SENIORITY

- 29.1 OVERALL SENIORITY** - "Overall Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of continuous service with the City.
- 29.2 CLASSIFICATION SENIORITY** - "Classification Seniority" is defined as the total time served in the classification or higher classification within the department.
- 29.3 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.
- 29.4 SENIORITY LIST** - The Department shall provide a seniority list to the OFFA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 30 - LAYOFF AND REEMPLOYMENT

30.1 LAYOFF - Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the council. A layoff, for purposes of this Article, shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

30.2 NOTIFICATION OF LAYOFFS

30.3.1 NOTICE LETTERS - As soon as the Council determines that a reasonable basis exists to believe that there will be a layoff, as defined in Section 6.1 above, the City will notify the OFFA by letter, along with information concerning the specific positions that may be eliminated or reduced. The City will send a second letter to the OFFA as soon as the City decides to recommend to the Council that a layoff occur.

30.3.2 MEET AND CONFER - As soon as possible following the sending of either letter, the City and the OFFA will meet and confer to discuss the impact of layoffs.

ARTICLE 31 - LAYOFF PROCEDURE

31.1 ORDER OF LAYOFF - Whenever an employee is laid off, the order of layoff within the classification shall be the employee employed the shortest time in the classification plus higher classification within the department.

31.2 BUMPING RIGHTS - An employee who is laid off from a higher classification within the department shall have return rights to a previously held classification within the bargaining unit.

ARTICLE 32 - LIGHT DUTY

32.1 LIGHT DUTY - Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined as an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision. Employee will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 33 - DISCIPLINE

33.1 Discipline - The City may discharge, demote or suspend any employee who has completed the specified probationary period for cause, including, but not limited to: dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs, disrupts, or causes discredit to the employee's employment to the City. In the event an employee feels the discharge or suspension is not for cause, the OFFA shall have the right to appeal the case through the Grievance Procedure. Probationary employees may be discharged for any reason, which, in the sole opinion of the City, is just and sufficient and such discharge shall not be subject to appeal.

33.2 Presumption of Delivery - Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the member. In the event that any notice is sent to an employee by certified mail, return receipt requested the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the City.

33.3 Departmental Action Prior to Imposition of Discipline - Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against permanent employees, the Department Head shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either orally or in writing, or both, to the Department Head proposing disciplinary action prior to the effective date of such disciplinary action.

26.4 Notice of Disciplinary Action - Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

- A. A statement of the disciplinary action to be taken against the employee,
- B. A summary of the facts upon which the disciplinary action is based,
- C. A statement advising the employee that written notice of the disciplinary action is to be placed in their official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, and sent to the last known address, which the employee has furnished the City.

26.5 Appeals of Discipline for Permanent Members - An employee may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance and Arbitration Procedure within ten (10) days of receiving the Notice of Disciplinary Action.

ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE

34.1 PURPOSE - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

34.1.1 To resolve grievances informally at the lowest possible level.

34.1.2 To provide an orderly procedure for promptly reviewing and resolving grievances.

34.2 DEFINITIONS

34.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

34.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

34.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

34.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OFFA.

34.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

34.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances, no more than four City employees may participate while on duty, whether grievant(s), representatives, or witnesses, unless otherwise approved by the City. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

34.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed personally by the employee on all appeals.

34.6 APPLICATION - Grievances shall be brought through this Article.

- 34.7 INFORMAL DISCUSSION** - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) calendar days, the immediate supervisor shall give a decision or response.
- 34.8 PROBLEM-SOLVING COMMITTEE** - All grievances must be submitted to the Problem-Solving Committee prior to filing a formal grievance, all grievance time lines shall be tolled during the problem solving process. The Problem-Solving Committee shall have as its charge the responsibility of identifying the source and character of the problem and to recommend solutions to the Department, and to the City Administrator or designee. If a resolution is not reached within thirty (30) calendar days, then the grievant may proceed to the formal grievance process.
- 34.9 FORMAL GRIEVANCE - STEP 1**
- 34.9.1** If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:
 - 34.9.1.1** Ten (10) calendar days after the event or circumstances occasioning the grievance; or
 - 34.9.1.2** Ten (10) calendar days of the decision rendered in the informal grievance procedure.
 - 34.9.2** A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.
 - 34.9.3** Within ten (10) calendar days after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.
- 34.10 FORMAL GRIEVANCE - STEP 2** - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) calendar days to the Fire Chief or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.
- 34.10.1** Within ten (10) calendar days after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.
- 34.11 FORMAL GRIEVANCE – STEP 3** - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) calendar days to the City Administrator. The Association or designee may represent the grievant.

34.11.1The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) calendar days of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) calendar days following the grievance hearing.

34.12 ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) calendar days of receipt of the Step 3 decision.

34.13 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

34.14 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

34.15 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be jointly selected by the parties within ten days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

34.16 DECISION - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.

34.17 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OFFA shall not be charged any witness fees for City employees.

34.18 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING

35.1 RANDOM TESTING - OFFA agrees to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to employees represented by OFFA without written mutual agreement of the parties.

ARTICLE 36 - FIREFIGHTER CODE OF ETHICS

OFFA members shall abide by the Firefighter Code of Ethics attached hereto as Exhibit "B".

ARTICLE 37 - PERSONNEL FILE

The City and OFFA agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow employees represented by OFFA to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file from which evidence is admissible in any disciplinary matter. There shall be no documents placed in the personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Article.

A log shall be maintained in the front of each individual personnel file that shall indicate each person, including the employee, the date, and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline or any other topic placed in an employee's personnel file shall be given to the employee.

ARTICLE 38 - BULLETIN BOARD

BULLETIN BOARD - A bulletin board shall be provided to the OFFA for use of Association business.

ARTICLE 39 - PEACEFUL PERFORMANCE

The OFFA and employees agree that they will not engage in any strike, sympathy strike, slowdowns, or other concerted withholding of services. In the event of any such activity, the OFFA will take any such activity to a cessation immediately. The Association and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct, which may lead to discipline up to, and including, termination.

ARTICLE 40 - SAVINGS CLAUSE

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted by legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 41 - ZIPPER CLAUSE

This Memorandum constitutes the whole agreement between the City of Oroville and the OFFA. There exists no other agreement or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OFFA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OFFA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 42 - TERM AND OPENING CLAUSE

This Memorandum of Understanding shall be effective **August 1, 2017** and shall remain in effect through **June 30, 2018** and shall continue in full effect until a successor agreement is reached. Either party may request in writing to begin negotiations for a successor Memorandum of Understanding.

This memorandum has been amended by the City Council of the City of Oroville on **October 17, 2017**.

OFFA

Chris Tenns, OFFA President

Bob Jarvis, Labor Representative

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

ATTEST:

Donald Rust, Acting City Clerk

CITY OF OROVILLE
Classifications & Compensation for OFFA Members
Salary Schedule

Table 16/Effective 06/30/16

EXHIBIT "A"

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Fire Captain	\$60,651.67	\$63,684.25	\$66,868.47	\$70,211.89	\$73,722.48	\$77,408.61	\$81,279.04	Annual
30100	\$5,054.31	\$5,307.02	\$5,572.37	\$5,850.99	\$6,143.54	\$6,450.72	\$6,773.25	Monthly
Range 357	\$20.82818	\$21.86959	\$22.96307	\$24.11123	\$25.31679	\$26.58263	\$27.91176	Hourly
Fire Lieutenant	\$54,218.39	\$56,929.31	\$59,775.77	\$62,764.56	\$65,902.79	\$69,197.93	\$72,657.83	Annual
40100	\$4,518.20	\$4,744.11	\$4,981.31	\$5,230.38	\$5,491.90	\$5,766.49	\$6,054.82	Monthly
Range 356	\$18.61895	\$19.54990	\$20.52740	\$21.55377	\$22.63145	\$23.76303	\$24.95118	Hourly
Fire Engineer	\$51,636.56	\$54,218.39	\$56,929.31	\$59,775.77	\$62,764.56	\$65,902.79	\$69,197.93	Annual
40200	\$4,303.05	\$4,518.20	\$4,744.11	\$4,981.31	\$5,230.38	\$5,491.90	\$5,766.49	Monthly
Range 352	\$17.73234	\$18.61895	\$19.54990	\$20.52739	\$21.55376	\$22.63145	\$23.76303	Hourly
Firefighter	\$46,959.46	\$49,307.43	\$51,772.80	\$54,361.44	\$57,079.52	\$59,933.49	\$62,930.17	Annual
40300	\$3,913.29	\$4,108.95	\$4,314.40	\$4,530.12	\$4,756.63	\$4,994.46	\$5,244.18	Monthly
Range 348	\$16.12619	\$16.93250	\$17.77912	\$18.66808	\$19.60148	\$20.58156	\$21.61063	Hourly

CITY OF OROVILLE
Classification & Compensation for OFFA Members 2nd Tier 2.5% Between Steps
SALARY SCHEDULE

TABLE 17/EFFECTIVE: 10/01/17

EXHIBIT "B"

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
Fire Captain	\$60,651.66	\$62,167.95	\$63,684.24	\$65,276.35	\$66,868.46	\$68,540.17	\$70,211.88	\$71,967.18	\$73,722.47	\$75,565.53	\$77,408.60	\$79,343.81	\$81,279.03
	\$5,054.31	\$5,180.66	\$5,307.02	\$5,439.70	\$5,572.37	\$5,711.68	\$5,850.99	\$5,997.26	\$6,143.54	\$6,297.13	\$6,450.72	\$6,611.98	\$6,773.25
	\$20.82818	\$21.34888	\$21.86959	\$22.41633	\$22.96307	\$23.53715	\$24.11122	\$24.71400	\$25.31678	\$25.94970	\$26.58262	\$27.24719	\$27.91175
Fire Lieutenant	\$54,218.38	\$55,573.84	\$56,929.30	\$58,352.53	\$59,775.77	\$61,270.16	\$62,764.55	\$64,333.67	\$65,902.78	\$67,550.35	\$69,197.92	\$70,927.87	\$72,657.82
	\$4,518.20	\$4,631.15	\$4,744.11	\$4,862.71	\$4,981.31	\$5,105.85	\$5,230.38	\$5,361.14	\$5,491.90	\$5,629.20	\$5,766.49	\$5,910.66	\$6,054.82
	\$18.61895	\$19.08442	\$19.54990	\$20.03864	\$20.52739	\$21.04058	\$21.55376	\$22.09261	\$22.63145	\$23.19724	\$23.76302	\$24.35710	\$24.95117
Fire Engineer	\$51,636.57	\$52,927.49	\$54,218.40	\$55,573.86	\$56,929.32	\$58,352.56	\$59,775.79	\$61,270.18	\$62,764.58	\$64,333.69	\$65,902.81	\$67,550.38	\$69,197.95
	\$4,303.05	\$4,410.62	\$4,518.20	\$4,631.16	\$4,744.11	\$4,862.71	\$4,981.32	\$5,105.85	\$5,230.38	\$5,361.14	\$5,491.90	\$5,629.20	\$5,766.50
	\$17.73234	\$18.17565	\$18.61896	\$19.08443	\$19.54990	\$20.03865	\$20.52740	\$21.04059	\$21.55377	\$22.09261	\$22.63146	\$23.19725	\$23.76303
Firefighter	\$46,959.47	\$48,133.45	\$49,307.44	\$50,540.12	\$51,772.81	\$53,067.13	\$54,361.45	\$55,720.49	\$57,079.52	\$58,506.51	\$59,933.50	\$61,431.84	\$62,930.17
	\$3,913.29	\$4,011.12	\$4,108.95	\$4,211.68	\$4,314.40	\$4,422.26	\$4,530.12	\$4,643.37	\$4,756.63	\$4,875.54	\$4,994.46	\$5,119.32	\$5,244.18
	\$16.12619	\$16.52934	\$16.93250	\$17.35581	\$17.77912	\$18.22360	\$18.66808	\$19.13478	\$19.60148	\$20.09152	\$20.58156	\$21.09610	\$21.61064

Exhibit “C”

Firefighter Code of Ethics

As a firefighter and member of the International Association of Fire Fighters, my fundamental duty is to serve humanity; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire engineering.

I will uphold the standards of my profession, continually search for new and improved methods and share my knowledge and skills with my contemporaries and descendants.

I will never allow personal feelings, nor danger to self, deter me from my responsibilities as a firefighter.

I will at all times, respect the property and rights of all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the fire service. I will constantly strive to achieve the objectives and ideals, dedicating myself to my chosen profession--saving of life, fire prevention, and fire suppression.

As a member of the International Association of Fire Fighters, I accept this self-imposed and self-enforced obligation as my responsibility.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: LIZ EHRENSTROM, HUMAN RESOURCE MANAGER
ADMINISTRATION DEPARTMENT**

**RE: RESOLUTION OF INTENT AND ORDINANCE TO AMEND THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AGREEMENT REGARDING EMPLOYEES SHARING
ADDITIONAL COST**

DATE: OCTOBER 17, 2017

SUMMARY

The Council will conduct a public hearing and may consider a Resolution of Intent and Ordinance to amend the California Public Employees Retirement System (CalPERS) Agreement for employees sharing additional cost.

DISCUSSION

With the adoption of the Oroville Police Officer's Association, Sworn and Non-Sworn Memorandum of Understandings, each have agreed to pay an additional 3% above their normal cost into the CalPERS retirement system. The City must amend its contract with CalPERS to allow the reporting of these additional amounts pursuant to the Public Employees' Retirement Law. The proposed change is:

"To provide section 20516 (Employees Sharing Additional Cost) of 3% for classic and PEPPRA sworn and non-sworn members of the Oroville Police Officer's Association."

Following the second reading of Ordinance on November 7, 2017, this action will become effective on December 7, 2017. The City will begin reporting all additional contributions to CalPERS, that have been withheld to date, starting with the pay period beginning December 18, 2017.

FISCAL IMPACT

The City is depositing savings into the new Section 115 Irrevocable Trust.

RECOMMENDATIONS

1. Adopt Resolution No. 8662 – A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE AGREEMENT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE RELATING TO EMPLOYEES SHARING ADDITIONAL COSTS.
2. Waive the first reading, and introduce by title only, Ordinance No. 1825 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

ATTACHMENTS

- A - Resolution No. 8662
- B – Ordinance No. 1825
- C – Public Hearing Notice

**CITY OF OROVILLE
RESOLUTION NO. 8662**

A RESOLUTION OF INTENTION BY THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF OROVILLE

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

"To provide section 20516 (Employees Sharing Additional Cost) of 3% for classic and PEPRA sworn and non-sworn members of the Oroville Police Officer's Association."

NOW THEREFORE, BE IT RESOLVED, that the governing body of the Oroville City Council does hereby give notice of intention to approve an amendment to the contract between the City of Oroville and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment is being attached hereto, as an "Exhibit" and by this reference made apart hereof.

1. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on October 17, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE
ORDINANCE NO. 1825**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE OROVILLE CITY COUNCIL OF THE CITY OF OROVILLE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

NOW, THEREFORE, THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION I. That an amendment to the contract between the Oroville City Council of the City of Oroville and the Board Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION II. The Mayor of the Oroville City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION III. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 10 days from the passage thereof shall be published at least once in the Oroville Mercury Register, a newspaper of general circulation, published and circulated in the City of Oroville and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on -----, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



City of Oroville

OFFICE OF THE CITY CLERK

Jamie Hayes
Assistant City Clerk

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NOTICE OF PUBLIC HEARING BEFORE THE CITY OF OROVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the City of Oroville City Council will hold a public hearing on the item listed below. Said hearing will be held at approximately **6:00 PM or as soon as possible thereafter, on Tuesday, October 17, 2017**, in the City Council Chambers, 1735 Montgomery Street, Oroville, CA. All interested persons are invited to attend or submit comments in writing.

- 1. Amendment to the Board of Administration, California Public Employees' Retirement System Ordinance:** The City Council will conduct a public hearing and may consider an amendment to the contract between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Oroville.

Additional information regarding the item described in this notice can be obtained from the City of Oroville Clerk's Office at 1735 Montgomery Street, Oroville, CA.

Jamie Hayes
Assistant City Clerk

Posted/Published: October 5, 2017

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III
BUSINESS ASSISTANCE/HOUSING DEVELOPMENT**

**RE: 2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
APPLICATION**

**DATE: OCTOBER 17, 2017 (Continued from September 5, 19 and October 3,
2017)**

SUMMARY

The Council will continue the public hearing from September 5th, 19th and October 3rd, 2017 and consider the submittal of 2017/18 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the priority of the proposed activities to be submitted to State.

DISCUSSION

On September 1, 2017, the State CDBG Department released CDBG Notice of Funding Availability (NOFA) to State CDBG non-entitlement cities and counties. The application is due Friday, December 1, 2017. On September 5 & 19, and October 3, 2017, staff conducted a public hearing reviewing the changes to the 2017 NOFA, applications maximum funding limits and eligible activities and council requested staff bring back a list of options to consider.

The funding limit for the 2017 NOFA is \$5,000,000 with only two (2) activities and one (1) Supplemental activity.

Eligible Activities are listed below:

- 1) Enterprise Fund (EF) Activity
 - a. Business Assistance and Micro-enterprise (ME) up to \$500,000
- 2) Housing Activity
 - a. Housing Rehabilitation Program (1-4) (HR), or Homeownership Assistance Program (HA) or Housing Combo-HR and HA up to \$1,000,000.
 - b. Housing Project-Multi-Family Rental (5 or more units) Rehabilitation with or without Acquisitions, up to \$3,000,000.
 - c. Housing Project-Acquisitions of Real Property-for Multi-Family Housing Projects up to \$3,000,000.
- 3) Public Improvements or Public Improvements in Support of Housing New Construction Activity, up to \$5,000,000.
- 4) Public Facility Activity, up to \$5,000,000.
- 5) Public Service Activity, up to \$500,000 for two (2) separate public service programs (including code enforcement) counts as one (1) activity.

- 6) Planning and Technical Assistance Activity, up to \$100,000.
- 7) ED Over the Counter (OTC), up to \$3,000,000.

FISCAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

1. Based upon the returned matrixes, staff recommends submitting the 2017/18 Community Development Block Application with the following eligible activities:
 - a. First Time Homebuyer - \$1,000,000
 - b. Code Enforcement - \$500,000
 - c. Supplemental Activity - Clearance of Slums and Blight

OR

2. Provide direction, as necessary.

ATTACHMENT

None

**OROVILLE CITY COUNCIL
MONTHLY REPORT
SEPTEMBER**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

**FROM: BILL LAGRONE, DIRECTOR
PUBLIC SAFETY DEPARTMENT**

**RE: POLICE DEPARTMENT / FIRE DEPARTMENT MONTHLY REPORT
FOR SEPTEMBER, 2017**

DATE: OCTOBER 17, 2017

SUMMARY

The Council will receive a monthly report regarding the activities, revenues, and general information for the Police and Fire Departments.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant/Frozen
Police Officer	18	19	1/7
Dispatcher	7	9	2/0
Community Service Officers / Evidence	7	8	1/2
Administrative Personnel	2	3	1/0

Positions	Total staffed	Total Authorized	Total Vacant/Frozen
Firefighters	4	4	0/0
Fire Engineer	6	9	0/0
Fire Captain	3	3	0/0
Administrative Personnel	3	3	0

Police Overtime YTD:

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$285,000.00	\$ 66,617.15	23.3 %

Fire Overtime YTD:

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$250,000.00	\$38,810.00	15.5%

Department Activity:

Events Year to Date 2017	Average Response Time for Crimes against persons *Priority 1 crimes	Average Response Time for all types of calls for Service	National Average Response Time
31,605	6:44	6:19 minutes	8 - 11 minutes

Downtown Foot and Park Patrols:

	Park Patrols	Downtown Patrols
SEPTEMBER 2017	74	5
Year to Date	620	46

Parking Enforcement Citations Issued:

SEPTEMBER 2017	Year to Date 2017	SEPTEMBER 2016	Year to date 2016
8	58	39	178

Police Activity:

Arrest	SEPTEMBER 2016	SEPTEMBER 2017	Year to date 2016	Year to date 2017
Misdemeanor	258	202	2,635	2,079
Felony	76	77	619	624

Citations	SEPTEMBER 2016	SEPTEMBER 2017	Year to date 2016	Year to date 2017
	190	101	1,786	982

Uniform Crime Reporting:

Crimes of Violence	SEPTEMBER 2017	Year to Date
Homicide	0	0
Rape	0	16
Robbery	2	35
Aggravated Assault	0	58

Population per 2010 Census 18,985
Violent Crimes YTD 109

Fire Department Activity:

INCIDENTS	SEPTEMBER 2017
Fallen no injury / Medical Alarm	15
Dumpster Fire/Unoccupied Vehicle	3
Occupied Vehicle Fire	1
Vegetation Fire	11
1, 2, or 3 Family Homes	6
Hydrant Sheard off/Water line break outside	4
Minor Hazardous Spill, etc.	3
Gas Odor/Power Lines Down	1
Alarm Sounding/Smoke	33
Medical Aid/Non CPR	257
CPR Required	2
Traffic Collision	23
Total Incidents	359

Events Year to Date 2017	Average Response Time (Dispatch to Arrival)
3,009	5:27 minutes

Fire Marshall Inspections:

	SEPTEMBER 2017	2017 Year to Date	SEPTEMBER 2016	2016 Year to Date
Occupancy	12	100	23	127
Fire Inspections	4	872	24	302

SPCA Statics:

Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	18	68	3.78
Priority	70	356	5.08
At Officer Convenience	23	94	4.07
After Hours	7	84	12.00

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
157	121	95	54	2	2	4

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Outcome Total
Adoption	4 (Dogs 3) (Cats 1)
Died	5 (Dogs 2) (Cats 3)
Disposal	11 (Dogs 2) (Cats 4) (Other 5)
Euthanasia	80 (Dogs 14) (Cats 63) (Birds 1) (Other 2)
RTO	18 (Dogs 16) (Cats 1) (Livestock 1)
Transfer	3 (Bird 1) (Other 2)

*Others are wild animals such as bats, skunks, snakes, possums, etc....

SPCA After-hours call outs:

SEPTEMBER 2017	Fiscal Year to Date
7	13

Shoes for Kids:

Shoes Provided	Socks Provided
13	13 (pkgs)

This program provides shoes and socks for children of our Community and is funded by donations from the community as well as Department members.

Volunteers:**Total Number of V.I.P.S. Volunteer Hours for 2017:****Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$26.87

$$1,888.4 \times 26.87 = \text{\$50,741.31}$$

Total Number of Staff Volunteer Hours for 2017:**Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$26.87

$$1,284.2 \times \$26.87 = \text{\$34,506.45}$$