

CITY COUNCIL

Bruce T. Roundy, Mayor
Jeffrey A. Tolley, Vice-Mayor
Dennis Hoffman
William "Billy" Irvin
Chris Dobbs

CITY OFFICIALS

Janet Wackerman
City Clerk

Leticia Espinosa
City Treasurer

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
ORLAND, CALIFORNIA 95963
Telephone (530) 865-1600
Fax (530) 865-1632



CITY MANAGER

Peter R. Carr

AGENDA REGULAR MEETING, ORLAND CITY COUNCIL

Tuesday, October 5, 2021

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 which suspends certain requirements of the Ralph M. Brown Act.

This City Council meeting will be held at Carnegie Center, 912 Third Street, Orland and teleconferenced using Zoom technology in compliance with current Executive Orders. All Councilmembers and City staff will be participating in person.

The public may participate in the meeting at Carnegie Center, by telephone or access the video via Zoom.

Please call: 1 (669) 900-9128 Webinar ID#: 863 0976 7629

1. CALL TO ORDER – 6:30 P.M.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Comments:

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor. However, no formal action or discussion will be taken unless placed on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. Please direct your comments to the Mayor or Vice Mayor.
(Oral communications will be limited to three minutes).

5. **PRESENTATION** – Sustainable Groundwater Management Act (SGMA) Groundwater Sustainability Planning - Lisa Hunter, Glenn County Water Resource Coordinator
6. **CONSENT CALENDAR**
 - A. Approve Warrant List (payable obligations).
 - B. Approve City Council minutes for September 21, 2021.
 - C. Adopt Resolution 2021-21, Resolution for Paying and Reporting the Value of Employer-Paid Member Contribution

D. Contract Award for Liberty Bell Apartments Administrative Services

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption.

7. ADMINISTRATIVE BUSINESS

- A. Proposed Draft for Development Adjacent to Irrigation Canals (Discussion/Action) – Scott Friend, City Planner
- B. Fire Dispatch Services MOU (Discussion/Action) – Justin Chaney, Fire Chief and John McDermott, 1st Assistant Chief
- C. City Consultant Compensation (Discussion/Action) – Pete Carr, City Manager
- D. Verbal Update on Drought Conditions and Water Project (Discussion/Direction)- Pete Carr, City Manager

8. CITY COUNCIL COMMUNICATIONS AND REPORTS

9. ADJOURN TO CLOSED SESSION

10. CITIZEN COMMENTS ON CLOSED SESSION ITEMS

- 11. CLOSED SESSION** - Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators, the City Council will hold a Closed Session. More specific information regarding this meeting is indicated below.

PROPERTY: APN 040-145-015, 011 and 013
AGENCY NEGOTIATOR: Pete Carr, City Manager
NEGOTIATING PARTY: Gary Campbell
UNDER NEGOTIATION: Price and terms of payment.

PROPERTY: APN 046-290-004
AGENCY NEGOTIATOR: Pete Carr, City Manager
NEGOTIATING PARTIES: Nancy A. Villalobos Trust.
UNDER NEGOTIATION: Price and terms of payment

12. RECONVENE TO REGULAR SESSION

13. REPORT FROM CLOSED SESSION

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on September 30, 2021.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 865-1601 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



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WARRANT LIST

October 5, 2021

Warrant	9/30/21	\$	112,913.99
Payroll Compensation	9/23/21	\$	122,562.52
PERS	9/17/21	\$	23,242.66
		\$	<u>258,719.17</u>

APPROVED BY

 Bruce T. Roundy, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Dennis Hoffman, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: Sep 30 21 Thursday
 RUN....: Sep 30 21 Time: 08:57
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 09-21 thru 09-21 Bank Account.: 1001

PAGE: 001
 ID #: PY-DP
 CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054257	09/28/21	I5R00	I-5 Rentals	-264.24	576588u	Ck# 054257 Reversed
054258	09/29/21	JCN00	J.C. NELSON SUPPLY	-254.87	762544u	Ck# 054258 Reversed
054301	09/29/21	FLE04	FLEMING, JOHN	1464.00	9/1-9/15H	BD/INSPECTION SERVICES
054302	09/29/21	CLO05	HANNAH CLOYD	225.00	9/22/2021H	REC/LIFEGUARD CERT REIMBURSEMENT
054303	09/29/21	ITF00	ITF SUPPLY	264.24	576588H	PW/FLEET 72 & 73
054304	09/29/21	POS00	POSTMASTER	1248.00	9/25/2021H	WATER- SEWER BILLING
054305	09/30/21	AIR01	Airgas-USA, LLC	46.50	117693075	FD MEASURE A/MEDICAL OXYGEN
054306	09/30/21	ALT01	Altec Industries Inc.	188.17	2699	PW/FLEET EQUIPMENT #49
054307	09/30/21	AMA01	Amazon	839.22	9/10/21	LIB/COLLECTION MATERIALS, OFFICE SUPPLIES
054308	09/30/21	AME00	AMERICAN FAMILY LIFE	1135.21	277948	SUPPLEMENTAL INSURANCE
054309	09/30/21	ATT05	A T & T	150.44	17011681	FD MEASURE A/PHONE
054310	09/30/21	ATT06	A T & T	23.40 23.40 22.90 272.80	17011652 17020161 17020168 9/28/2021	PW/HEARTLAND LIFT STATION PW/WHITEHAWK LIFT STATION PW/AIRPORT LIFT STATION PW/WELL COMMUNICATIONS
Check Total.....:				342.50		
054311	09/30/21	ATT07	A T & T	33.34	9/7/2021	PW/SHOP
054312	09/30/21	ATT09	AT&T MOBILITY	1677.42	09/02/21	PD/CELL SERVICE
054313	09/30/21	BAS00	Basic Laboratory, Inc	3753.80	9/28/2021	PW/LAB SERVICES
054314	09/30/21	BSN04	BSN Sports	199.22 75.32	13793437 91373056	REC/DURA STRIPE WHITE REC/SOCCER SUPPLIES
Check Total.....:				274.54		
054315	09/30/21	CAL14	Cal Signal Corp	375.00	8523	STREETS/6TH & SOUTH ST STOPLIGHT
054316	09/30/21	CAR12	Peter R. Carr	299.52	9/2021	ANNUAL CALCITIES CONFERENCE TRAVEL
054317	09/30/21	COR00	CORNING LUMBER CO., INC.	584.93	9/28/2021	STREET/SUPPLIES
054318	09/30/21	COR04	CORBIN WILLITS SYSTEMS	508.34	C109151	MULTI-DEPTS/MONTHLY SOFTWARE SUPPORT
054319	09/30/21	CSG00	CSG CONSULTANTS, INC.	1478.10	10571	BD/PLAN & FIRE PLAN REVIEW
054320	09/30/21	DOB01	CHRIS DOBBS	300.00	SEPT 2021	CITY COUNCIL STIPEND
054321	09/30/21	DUT00	DONNA DUTRA	116.25	SEPT 2021	AC/TAXES ON PAINTING
054322	09/30/21	EVI00	EVIDENT, INC.	84.00	180848A	PD/DNA-PRO BUCCAL SWAB KITS
054323	09/30/21	FLE04	FLEMING, JOHN	1428.00	9/16-28	BD/INSPECTION SERVICES
054324	09/30/21	FRA00	FRANCOTYP-POSTALIA, INC.	252.14	6796&5422	MULTI-DEPT/POSTAGE METER RENTAL
054325	09/30/21	GCS02	GCS Environmental Equip.S	581.58	917,923	PW/FLEET MAINTENANCE
054326	09/30/21	GLE33	Glenn County Tax Collecto	353.64	21/22	PROPERTY TAXES
054327	09/30/21	GRA02	GRAINGER, INC.	2653.45	9/28/21	PW-FD/FLEET SUPPLIES
054328	09/30/21	HEI01	VIRGIL HEISE	100.00	9012021	FD/JANITORIAL
054329	09/30/21	HIN03	Hinderliter deLlamas & As	300.00	11743	SALES TAX AUDIT SERVICES
054330	09/30/21	HOF00	DENNIS G. HOFFMAN	300.00	SEPT 2021	CITY COUNCIL STIPEND
054331	09/30/21	IRV00	BILLY IRVIN	300.00	SEPT 2021	CITY COUNCIL STIPEND
054332	09/30/21	KIN04	KING TRAINING INNOVATIONS	6445.05	1085	MEASURE A FD/FLAT ROOF PROP
054333	09/30/21	LAL00	Lalo's Tree Service	1920.00	1304	PW/TREE STUMP REMOVAL
054334	09/30/21	LCA00	LC ACTION	1652.25	430335	PD/AMMUNITION
054335	09/30/21	MAT04	MATSON & ISOM	3639.00	80338	MONTHLY BILLING SEPT2021
054336	09/30/21	MCM00	McMaster-Carr	1104.66	9/28/2021	PW/SHOP SUPPLIES
054337	09/30/21	MEZ00	JODY MEZA	200.00	SEPT2021	LIB/MILEAGE

REPORT.: Sep 30 21 Thursday
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Run By.: Deysy Guerrero

CITY OF ORLAND
Cash Disbursement Detail Report
Check Listing for 09-21 thru 09-21 Bank Account.: 1001

PAGE: 002
ID #: PY-DP
CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
054338	09/30/21	NAP00	NAPA AUTO PARTS	7063.56	9/29/2021	PW-PD/FLEET AND SHOP MATERIALS
054339	09/30/21	NEC00	NEC CLOUD COMMUNICATIONS	106.11	91374	FD MEASURE A/PHONE USAGE
054340	09/30/21	NOR37	NORTH STATE SCREENPRINTIN	3030.30	4092,4093	REC/SOCCER & STAFF SHIRTS
054341	09/30/21	ORH00	ORLAND HARDWARE	1500.38	9/28/21	PW/MISC SUPPLIES
054342	09/30/21	PET06	PETERSON	4487.96	SW2200401	FD MEASURE A/GENERATOR ANNUAL SERVICE
054343	09/30/21	PET07	PETTY CASH PUBLIC WORKS	28.00	9/28/2021	PW/REDDING TRAINING LUNCH 2 DAYS
054344	09/30/21	PGE00	PG&E	15778.58 10.19 9.89 221.23 161.08 24.79 65.85 8.11	9/7/21 9132021 9/9/2021 0426-SEPT 2021/28/9 9/13/2021 9/19/2021 9/28/2021	MULTI-DEPTS/UTILITY USAGE FD MEASURE A/UTILITY USAGE REC/STANDBY POWER REC/LIGHTS AT RD 200 PW/ROAD MM LIFT STATION PW/WALKER ST PEDESTAL PW/TRAFFIC CONTROL PW/EVA DRIVE WELL
Check Total.....:				16279.72		
054345	09/30/21	POS00	POSTMASTER	265.00	2021-2022	WATER-SEWER/FIRST CLASS PERMIT
054346	09/30/21	PRA03	ERICK PRATHER	20.00	9/21/2021	REFUND BUSINESS LICENSE LATE FEE
054347	09/30/21	QUI02	QUILL CORP.	344.10	429,45,34	MULTI-DEPTS/OFFICE SUPPLIES
054348	09/30/21	RIC00	GERALD RICE	431.53	9/24/2021	REIMBURSEMENT CITY GAP INSURANCE
054349	09/30/21	ROD00	ANTHONY RODRIGUES	60.00	8/28/2021	PW/PESTICIDE LIC RENEWAL
054350	09/30/21	ROL00	ROLLS, ANDERSON & ROLLS	18600.00	AUG 2021	CONTRACT SERVICES
054351	09/30/21	ROU00	BRUCE T. ROUNDY	300.00	SEPT 2021	CITY COUNCIL STIPEND
054352	09/30/21	ROU01	Bruce Roundy	113.12	9/22-24	COUNCIL/MILEAGE REIMBURSEMENT
054353	09/30/21	SAC01	SACRAMENTO VALLEY MIRROR	131.20	477 & 435	WELL PERMITS, PUBLIC NOTICE
054354	09/30/21	SAN00	San Diego Police Equip	2901.41	648829	PD/AMMUNITION
054355	09/30/21	SON05	Sonsray Machinery	1066.96	1004,7204	PW/LOADER PARTS
054356	09/30/21	STO08	DEBBI STONE	45.00	9/27/2021	AC/CLEANING SERVICES
054357	09/30/21	SUN05	Sun Life Financial	4528.51	SEPT 2021	GAP INSURANCE
054358	09/30/21	T-M00	T-MOBILE	29.05	9/21/2021	LIB/WIFI HOTSPOT
054359	09/30/21	TIA00	TIAA COMMERCIAL FINANCE,	299.87	8453651	MULTI-DEPT/COPIER LEASE
054360	09/30/21	TOL04	JEFFREY TOLLEY	300.00	SEPT 2021	CITY COUNCIL STIPEND
054361	09/30/21	TRA02	TRANSAMERICA	627.00	SEPT2021	SUPPLEMENTAL INSURANCE
054362	09/30/21	UNI00	UNITED ROTARY BRUSH CORP	796.78	CI273068	PW/SEWER SUPPLIES
054363	09/30/21	VAL02	VALLEY ROCK PRODUCTS	588.96	67878	PW/CONCRETE SAND & ROCK BASE
054364	09/30/21	VAN00	VANTAGE POINT TRANSFER AG	1689.22	92321	DEF COMP PLAN 304591
054365	09/30/21	VER03	Verizon Wireless	228.06 78.57	888608245 888608246	PW-SCADA COMMPUTER/IPAD PD LAPTOP REC/CELL PHONE USAGE
Check Total.....:				306.63		
054366	09/30/21	WEL02	Wells Fargo Vendor Fin Se	240.03	016829093	BD-PLAN/COPIER LEASE
054367	09/30/21	WEX00	WEX BANK	119.42 45.74 1359.92 5468.80 3640.53	328296REC 4328296BD 4328296FD 4328296PD 4328296PW	REC/FUEL BD/FUEL FD/FUEL PD/FUEL PW/FUEL
Check Total.....:				10634.41		
Cash Account Total.....:				112913.99		
Total Disbursements.....:				112913.99		
Cash Account Total.....:				.00		

REPORT.: 09/23/21
 RUN....: 09/23/21 Time: 15:56
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14280	09/23/21	09/22/21	COM01	COMBS, DANIEL T	09-21	03-22	478.50
14281	09/23/21	09/22/21	FIC00	FICHTER, QUENTIN	09-21	03-22	1605.71
14282	09/23/21	09/22/21	FOS00	FOSTER, EMILY	09-21	03-22	112.00
14283	09/23/21	09/22/21	ORO02	OROZCO, EVVEN	09-21	03-22	462.00
Z04270	09/23/21	09/22/21	ALV01	ALVA, MICHAELA	09-21	03-22	1760.12
Z04271	09/23/21	09/22/21	AND00	ANDRADE, EDGAR	09-21	03-22	3201.56
Z04272	09/23/21	09/22/21	CAR02	CARMON, GRANT E	09-21	03-22	3514.35
Z04273	09/23/21	09/22/21	CAR03	CARR, PETER R	09-21	03-22	5769.23
Z04274	09/23/21	09/22/21	CES00	CESSNA, KYLE A	09-21	03-22	7140.41
Z04275	09/23/21	09/22/21	CHA01	CHANEY, JUSTIN	09-21	03-22	3745.39
Z04276	09/23/21	09/22/21	CRA00	CRANDALL, JEREMY	09-21	03-22	353.08
Z04277	09/23/21	09/22/21	ESP00	ESPINOSA, LETICIA	09-21	03-22	1927.65
Z04278	09/23/21	09/22/21	FEN03	FENSKE, JOSEPH H	09-21	03-22	2911.84
Z04279	09/23/21	09/22/21	FLO00	FLORES, JOSE D	09-21	03-22	2845.12
Z04280	09/23/21	09/22/21	FUL00	FULLMORE, KRISTOPHER	09-21	03-22	3160.98
Z04281	09/23/21	09/22/21	GAM00	GAMBOA, YADIRA	09-21	03-22	276.26
Z04282	09/23/21	09/22/21	GUE01	GUERRERO, DEYSY D	09-21	03-22	2398.80
Z04283	09/23/21	09/22/21	GUE02	GUERRERO, JORGE	09-21	03-22	2107.62
Z04284	09/23/21	09/22/21	HAR00	ZOLLERHARRIS, TRAVIS	09-21	03-22	1905.29
Z04285	09/23/21	09/22/21	JOH01	JOHNSON, SEAN KARL	09-21	03-22	6766.51
Z04286	09/23/21	09/22/21	LED00	LEDAY, JESSICA E	09-21	03-22	2662.39
Z04287	09/23/21	09/22/21	LOW00	LOWERY, KATHERINE	09-21	03-22	2768.14
Z04288	09/23/21	09/22/21	MAR02	MARTINDALE, RYAN EUGENE	09-21	03-22	2200.06
Z04289	09/23/21	09/22/21	MEJ00	APARICIO, LILIA MEJIA	09-21	03-22	2061.93
Z04290	09/23/21	09/22/21	MEZ00	MEZA, JODY L	09-21	03-22	3671.21
Z04291	09/23/21	09/22/21	MIL00	MILLS, DARYL A	09-21	03-22	3005.21
Z04292	09/23/21	09/22/21	MYE00	MYERS, KEVIN	09-21	03-22	621.30
Z04293	09/23/21	09/22/21	PAI01	PAILLON, MICHAEL	09-21	03-22	2000.56
Z04294	09/23/21	09/22/21	PAN00	PANIAGUA, BLANCA A	09-21	03-22	659.31
Z04295	09/23/21	09/22/21	PEN01	PENDERGRASS, REBECCA A	09-21	03-22	2434.80
Z04296	09/23/21	09/22/21	PER00	PEREZ, MARGARITA T	09-21	03-22	1899.15
Z04297	09/23/21	09/22/21	PIN00	PINEDO, EDGAR ESTEBAN	09-21	03-22	3061.89
Z04298	09/23/21	09/22/21	POR00	PORRAS, ESTEL	09-21	03-22	1763.18
Z04299	09/23/21	09/22/21	PUN00	PUNZO, GUILLERMO	09-21	03-22	1858.83
Z04300	09/23/21	09/22/21	PUR01	PURCHASE, HEATHER	09-21	03-22	1415.49
Z04301	09/23/21	09/22/21	RIC01	RICE, GERALD W	09-21	03-22	2074.98
Z04302	09/23/21	09/22/21	ROD00	RODRIGUES, ANTHONY	09-21	03-22	3141.07
Z04303	09/23/21	09/22/21	ROE00	ROENSPIE, THOMAS LUKE	09-21	03-22	4085.45
Z04304	09/23/21	09/22/21	ROM00	ROMERO, ARNULFO	09-21	03-22	2802.41
Z04305	09/23/21	09/22/21	SCH03	SCHMITKE, JENNIFER	09-21	03-22	1852.21
Z04306	09/23/21	09/22/21	SOE00	SOETH, MATTHEW A	09-21	03-22	1360.00
Z04307	09/23/21	09/22/21	STE01	STEWART, ROY E	09-21	03-22	2798.05
Z04308	09/23/21	09/22/21	SUA02	SUAREZ, BRYAN E	09-21	03-22	2117.31
Z04309	09/23/21	09/22/21	SWI00	SWINHART, ROBERT	09-21	03-22	1770.31
Z04310	09/23/21	09/22/21	VAL00	VALENZUELA, BRENDA	09-21	03-22	316.54
Z04311	09/23/21	09/22/21	VLA00	VLACH, RAYMOND JOSEPH	09-21	03-22	8232.89
Z04312	09/23/21	09/22/21	VON00	VONASEK, EDWARD J	09-21	03-22	4171.30
Z04313	09/23/21	09/22/21	WAC00	WACKERMAN, JANET	09-21	03-22	3314.13

 122562.52
 =====

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD SEPTEMBER 21, 2021

CALL TO ORDER

Meeting called to order by Mayor Roundy at 6:30 p.m.

Meeting opened with the pledge of allegiance.

ROLL CALL

Councilmembers present:	Councilmembers Dennis Hoffman, Chris Dobbs, Billy Irvin (<i>arrived at 6:47pm</i>), Vice Mayor Jeffrey A. Tolley and Mayor Bruce T. Roundy
Councilmembers absent:	None
Staff present:	City Manager, Peter Carr; City Attorney, Greg Einhorn; City Clerk/ Administrative Services Manager, Janet Wackerman, and Police Chief, Joe Vlach
Staff present via Zoom:	Public Works Director, Ed Vonasek; Fire Chief Justin Chaney; City Engineer Paul Rabo and Library Director Jody Meza

ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Comments: None

CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for September 7, 2021.
- C. Adopt Resolution 2021-20 Approving CA Dept. of Forestry & Fire Agreement #7GF21097
- D. Receive and file Economic Development Commission minutes of March 9, 2021
- E. Receive and file Arts Commission minutes of June 16, 2021.
- F. Receive and file Library Commission minutes of July 12, 2021.
- G. Adoption of Revised Library Community Room Policy.

Mayor Roundy asked if any Councilmember would like to pull anything from the consent calendar. Vice Mayor Tolley moved, seconded by Councilmember Hoffman to pull items A and B. The motion carried 4-0-1 to pull and discuss items 5A and B.

Vice Mayor Tolley questioned the increase in the City Attorney's retainer as shown in the Warrant List. Mr. Carr stated the City Attorney's increase will be placed on the next regular agenda for City Council discussion.

Vice Mayor Tolley asked that the word "will" be replaced with "with" in the last citizen comments paragraph of the September 7, 2021 minutes. City Clerk Wackerman stated the word will be changed before the minutes are printed into the official record.

Action:	Councilmember Dobbs moved, seconded by Vice Mayor Tolley to approve the consent calendar. The motion carried 4-0-1 by the following voice vote:
AYES:	Councilmembers Dobbs and Hoffman, Vice Mayor Tolley and Mayor Roundy
NOES:	None
ABSENT:	Councilmember Irvin
ABSTAIN:	None

PUBLIC HEARING

Urgency Ordinance 2021-04 of the City Council Establishing a Moratorium on the Issuance of Permits for Private Water Wells

Mr. Carr stated Staff is responding to Council direction to consider imposing a well drilling moratorium that will suspend the drilling of new wells for 45 days. Council directed Staff in August to prepare an emergency ordinance. The proposed ordinance includes new residential and ag wells but does not prohibit deepening or replacing existing residential wells. Glenn County declared a moratorium on the issuance of permits for new agricultural wells but specifically excepted the cities of Orland and Willows.

Mayor Roundy opened the Public Hearing at 6:40pm and asked for public comment. No comments were received for or against the urgency ordinance and the Public Hearing was declared closed at 6:42pm.

Vice Mayor Tolley asked how many agricultural wells were within the City limits. Mr. Vonasek stated within the last twelve years, one agricultural well has been installed. He added the ordinance would allow a well to be rehabilitated or repaired and if the well was shallow, it could be drilled deeper.
(Councilmember Irvin arrived at 6:47pm)

Councilmember Hoffman stated this ordinance would stop the drilling of new agricultural wells and would protect the City's underground water.

After the motion was made, and before the vote, Councilmember Irvin asked if the moratorium could go longer than 45 days. City Attorney Einhorn stated it could not for the first ordinance, but the time period could be extended after the 45 days elapses.

Action: Councilmember Hoffman moved to approve and accept Urgency Ordinance 2021-04, seconded by Councilmember Dobbs. The motion carried 4-1 by the following voice vote:
AYES: Councilmembers Hoffman, Dobbs and Irvin, Mayor Roundy
NOES: Vice Mayor Tolley
ABSENT: None
ABSTAIN: None

(Library Director Meza signed off at 6:58pm)

ADMINISTRATIVE BUSINESS

A. Use of American Rescue Plan Act (ARPA) Funds (Discussion/Direction) – Pete Carr, City Manager

Mr. Carr reminded Council that Orland's allocation is considered backfill for lost revenue, aka, "fiscal stabilization." He presented a draft proposal for the use of 2021 ARPA funds and pointed out that items 1-4 are items that must be accomplished. He noted that the Chamber of Commerce contribution had been added since last reviewed. Additionally, the Economic Development Commission at their recent meeting, had recommended items 5-8 be prioritized. The Commission also recommended Façade Improvement funding include sidewalks. Councilmember Irvin asked if funding could be used for residential sidewalks. Mr. Carr stated this activity is included when funds from the Federal Transportation Infrastructure Funds are received. Mr. Carr advised of prohibited expenditures such as pension cost offsets.

Councilmember Irvin asked if Measure A should be back funded. He added all ARPA funds should be placed in General Fund and any funds needed for public safety coming from that fund. Mayor Roundy suggested to leave the distribution as presented on the proposal.

Councilmember Irvin questioned what the Chamber of Commerce provides to their membership. Councilmember Hoffman listed accomplishments of the Orland Chamber. Mayor Roundy stated he had taken an informal poll with other cities and found there are a lot of different amounts cities are funding their Chambers.

Vice Mayor Tolley asked if the funds could be used for a skate park. Mr. Carr stated they could be. Vice Mayor Tolley stated he is looking into the Tony Hawk Foundation for funding and understands the Recreation Commission was for pickleball courts.

Councilmember Hoffman moved to approve items 1-13 of the submitted plan for 2021. The motion died from lack of a second.

Councilmember Irvin moved to approve the submitted plan but move the revenue listed for Measure A to General Fund and remove the Chamber of Commerce and Arts Commission items until they discuss their requests with the City Council. The motion died from lack of a second.

Mathew Romano, a member of the Economic Development Commission, stated he would like to see 1-13 approved. He did not think the Arts Commission and Chamber of Commerce requests were a lot.

Vice Mayor Tolley stated he agreed with Mr. Romano and asked if a decision had to be made this evening. Mr. Carr stated item 2B (library roof) may benefit from State Library funding and may need match funds.

Vice Mayor Tolley recommended looking at the projects more closely before agreeing with the list. Mr. Carr suggested approving items 1-4 because there is an urgency to them.

Councilmember Irvin moved to place all funds in the General Fund and accept items 1-5. The motion died from lack of a second.

Vice Mayor Tolley stated he agrees with Councilmember Irvin regarding the revenues to go into Public Safety but is okay with the projects. Mayor Roundy stated it is important to backfill to make sure there are sufficient funds in Measure A for public safety.

Councilmember Irvin asked if the amounts shown were estimates and Mr. Carr stated they were.

Councilmember Dobbs stated that regardless if it goes to Measure A or General Fund, it will still be used for something beneficial.

Action: Councilmember Hoffman moved, seconded by Councilmember Dobbs, to approve items 1-13 of the submitted plan for 2021. The motion carried, 3-2 by the following roll call vote:
AYES: Councilmembers Hoffman and Dobbs, Mayor Roundy
NOES: Councilmember Irvin and Vice Mayor Tolley
ABSENT: None
ABSTAIN: None

Vice Mayor Tolley stated he is not against the projects but thinks the Council should slow down before making a decision on this matter.

(Fire Chief Chaney signed off at 7:46pm)

B. Enhancements for Façade Improvements (Discussion/Action) – Pete Carr, City Manager

Mr. Carr stated the Economic Development Commission recommends the individual project allowance be increased from \$1,500 to \$3,000 and that street frontage improvements be included as an allowable expense for façade improvements.

Action: Councilmember Hoffman moved, seconded by Vice Mayor Tolley to authorize the City Manager to modify the Façade Improvement Program as recommended. Motion carried 5-0 by the following voice vote:

AYES: Councilmembers Hoffman, Vice Mayor Tolley, Councilmembers Irvin and Dobbs, Mayor Roundy

NOES: None

ABSENT: None

ABSTAIN: None

(Public Works Director Vonasek signed off at 7:50pm)

C. Verbal Update on Drought Conditions (Discussion/Direction) – Pete Carr, City Manager

Mr. Carr reported that at present there are 206 distressed and 146 dry wells. Public Works crew is still servicing the bulk water sales to get tanks filled behind the Fire Department. There will be more bottled water distributions September 22 and October 6, 2021.

Mr. Carr announced that the County is pursuing a \$1.8M grant from the Department of Water Resources (DWR) to pay for bulk water delivery. The County and City staff are working with DWR to define the area that will be served in the County by the City system. In the meantime, Staff is proceeding with the emergency plan, which is to add an additional well, to increase City water capacity, add water storage, and allow for an extension of the City's water mains to the East. From that new main expansion, the City will be able to extend North, East, West and South and will allow for the opportunity to serve many families in that area whose wells have gone dry.

Mr. Carr reported that the City municipal wells' water levels are still holding. The Glenn Groundwater Authority, Sustainable Groundwater Draft plan has been released for public review. Lisa Hunter, Glenn County Groundwater Resource Coordinator will be on the City Council's October 5th agenda. Mayor Roundy recommended reading Chapter 5 of the Plan.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Councilmember Dobbs

- Attended the Library Commission meeting and the Fire Department business meeting

Vice Mayor Tolley:

- Attended the Economic Development Commission meeting;
- Reported the stop sign at Second and Colusa had been installed. He stated a constituent had asked about this sign;

Councilmember Hoffman:

- Attended the Chamber Board meeting where two new directors were appointed to the Board. A staff member from 3Core was the noon business meeting speaker;

Councilmember Irvin:

- Presided over the Code Enforcement Hearing;

Mayor Roundy:

- Attended the Economic Development Commission meeting.

Mayor Roundy asked City Attorney Einhorn how the new housing legislation signed by the Governor would affect Orland. Mr. Einhorn stated the City Planner would be a better person to answer that question.

Councilmember Irvin asked if the City could install more decorations downtown for the Christmas season. Mr. Carr recommended this could be a Chamber or EDC project. Councilmember Irvin offered to donate \$1,000 to decorate Orland during the Christmas season.

ADJOURN TO CLOSED SESSION AT 8:17 P.M.

CITIZEN COMMENTS ON CLOSED SESSION ITEMS – None

CLOSED SESSION – Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators, the City Council will hold a Closed Session. More specific information regarding this meeting is indicated below.

PROPERTY: APN 046-290-004
AGENCY NEGOTIATOR: Peter Carr, City Manager
NEGOTIATING PARTIES: Nancy A. Villalobos Trust
UNDER NEGOTIATIONS: Price And Terms Of Payment

RECONVENE TO REGULAR SESSION – 8:24 P.M.

REPORT FROM CLOSED SESSION - Direction was given to staff.

Meeting Adjourned 8:25 P.M.

Janet Wackerman, City Clerk

Bruce T. Roundy, Mayor

CITY OF ORLAND

CITY COUNCIL CONSENT AGENDA ITEM #: 6.C.

MEETING DATE: October 5, 2021

TO: Honorable Mayor and Council

FROM: Janet Wackerman, City Clerk/Administrative Services Manager

SUBJECT: Resolution for Paying and Reporting the Value of Employer-Paid Member Contribution for California Public Employees' Retirement System (CalPERS)

City Council is asked to adopt a Resolution for CalPERS that implements Government Code Section 20636 (c) (4) pursuant to Section 20691.

BACKGROUND

The CalPERS' Office of Audit Services conducted a review to determine whether the City of Orland was in compliance with government code when reporting the value of Employer-Paid Member Contributions (EPMC). An Employer Compliance Review was provided on September 2, 2021 and it identified that the City is not in compliance related to the EPMC and is therefore in violation of contract with CalPERS.

DISCUSSION

Each employee of Mid-management, other bargaining groups and those unrepresented in management, makes their own required contribution toward pension costs. In the case of Mid-management and those unrepresented in management, the employee contribution is reported as EPMC in order for the value of this contribution to be accounted as compensation under CalPERS policy and State law.

City has been reporting the value of EPMC based on how it was approved in the labor agreement for the Mid-management group. However, a resolution was not on file with CalPERS to support the reporting value of EPMC as an item of special compensation.

Attachment: Resolution 2021-21

RECOMMENDATION:

Adopt the resolution and authorize the City Clerk/Administrative Services Manager to send it to CalPERS.

Fiscal Impact of Recommendation: None, City has already been making the contributions to CalPERS and deducting an offsetting amount from employee payroll.

Approved by City Manager

PRC

City of Orland
Resolution No 2021-21

**RESOLUTION FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER-PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Orland has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Orland has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Orland of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Orland has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees of the Mid-Management Unit and those unrepresented in management.**
- **This benefit shall consist of paying 8% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be October 5, 2021.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Orland elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED by the governing body of the City of Orland this 5th day of October, 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

BY _____

Bruce T. Roundy, Mayor

ATTEST:

Janet Wackerman, City Clerk

CITY OF ORLAND

CITY COUNCIL AGENDA CONSENT ITEM # 6.D.

MEETING DATE: OCTOBER 5, 2021

TO: Honorable Mayor and Council
FROM: Janet Wackerman, Administrative Services Manager
SUBJECT: Contract Award for Administrative Services

Staff seeks City Council approval to authorize City Manager, or his designee, to enter into a contract with a consulting firm to provide administrative services for the Liberty Bell Apartments project.

BACKGROUND

The City of Orland was awarded a grant from the HOME program for the construction of a multi-family housing unit. In order to go forward with State rules and regulations and implement the grant, the City must contract with an administrative subcontractor.

DISCUSSION

Seven Request for Proposals were emailed and/or mailed to qualified consultants. The RFP was also listed on the City's website. Responses were received from RL Hastings & Associates and Housing Tools.

Housing Tools' proposal (following this memo) was determined to best meet the needs of the City and project developer, Pacific West Communities, Inc.

RECOMMENDATION

Authorize City Manager, or his designee, to negotiate a contract with Housing Tools for administrative services for Grant No. 19-HOME-15980 in an amount not to exceed \$45,000.00.

Fiscal Impact of Recommendation: None. Grant funds for administrative services are available.

Approved by City Manager

PRC

City of Orland 2019 HOME Program
Grant No. 19-HOME-15980
Administrative Subcontractor Services

Proposal from



September 15, 2021



3400 Cottage Way, Suite A4
Sacramento, CA 95825

PH / 530 513 3116
housing-tools.com

September 15, 2021

Janet Wackerman
City of Orland
815 Fourth Street
Orland, CA 95963

RE: 2019 HOME Program 19-HOME-15980 Administrative Subcontractor Services RFP

Dear Ms. Wackerman,

We are pleased to present you with a proposal in response to the above-referenced Request for Proposals. We believe that our firm's experience and expertise is uniquely qualified to meet your needs. Our staff has a wealth of experience working with and for rural California governments. In addition, we offer a unique combination of grant management and housing development expertise that is well-suited for the scope of work described in the RFP.

I have authority to negotiate on behalf of and contractually bind Housing Tools, and will be the principal contact for proposal evaluation and contract negotiation. We have reviewed and will comply with the conflict of interest, insurance, indemnification, and assignment requirements as described in the RFP. Our proposed project will be managed out of the Chico office by Sherry Morgado, Community Development Manager.

Please contact me with any questions you may have about this proposal, at jcoles@housing-tools.com or (530) 513-3116.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Coles", with a long horizontal flourish extending to the right.

James Coles
Principal



A. Description of firm and contact information

James Coles founded Housing Tools in 2012 after spending seven years in nonprofit housing development and five years in municipal housing management. The firm was established to provide services that are efficient, timely, practical and responsive to client needs. Our expertise is built on practical experience in successfully financing and implementing housing and community development programs and projects. We have developed a niche in providing services to rural California communities, and have a deep understanding of the challenges they face, as well as proven strategies that produce results. Housing Tools has two focus areas— community development through local governance, and affordable housing development. Our small, experienced staff is driven to provide customized, attentive service to government agencies with minimum administrative overhead and maximum efficiency.

The contact person for this proposal is James Coles, Principal, who is based in the firm's Sacramento office. Our firm also has an office in Chico, from which this contract will be primarily managed. Contact information for both offices is provided below.

Sacramento Office

James Coles, Principal
3400 Cottage Way, Suite 3400
Sacramento, CA 95825
(530) 513-3116
jcoles@housing-tools.com

Chico Office

Sherry Morgado, Community Development Manager
341 Broadway Street, Suite 316
Chico, CA 95928
(530) 570-6704
smorgado@housing-tools.com

Qualifications, Duties and Availability of Project Staff To Be Assigned to Contract

The City's primary point of contact for this contract will be Sherry Morgado, Community Development Manager for Housing Tools. Sherry will also be the contract's Project Manager, carrying out the day-to-day work of fulfilling the Scope of Services as described in the RFP. She has over 25 years of combined experience in community development, housing and public health at the City and County level, where she has served as the Director of Housing and Neighborhood Services for the City of Chico, and Assistant Director for the Butte County Public Health Department. During her 10 years working for the City of Modesto and the City of Chico, she oversaw CDBG and HOME programs, which encompassed: planning through Consolidated and Annual Plans, establishing budgets, setting up contracts, implementing programs and projects, administration and adherence to federal requirements such as NEPA and federal labor standards, and reporting to HUD. As a consultant over the past four years, Sherry has assisted local governments with HOME and CDBG compliance, documentation, and monitoring.

Sherry will be assisted by Jessica Candela, Community Development Project Specialist. Jessica has worked with Housing Tools over the past two years, bringing expertise in collaborative leadership, community outreach and online engagement, program development, and public health. Over this period, Jessica has assisted Housing Tools with No Place Like Home and Homekey implementation,



housing policy and planning with a focus on fair housing, and producing virtual community education sessions. Jessica's culminating project for her Master of Public Administration: Public Health degree was a Butte-Glenn regional needs assessment.

Jamie McLeod will provide monitoring of federal labor standard requirements. At Housing Tools, Jamie has managed federal and state labor compliance monitoring for the City of Grass Valley, the City of Chico, the City of Willows, the Regional Housing Authority of Sutter, Yuba, Colusa & Nevada Counties, and Mercy Housing California. He also manages CDBG administration for the City of Grass Valley.

James Coles will provide overall oversight and contract administration, and will assist Sherry, Jessica and Jamie with the NEPA environmental clearance and monitoring of Federal Labor Standard Requirements. James has more than 20 years of experience in affordable housing development and policy. He has assisted in delivering more than 1,000 affordable housing units, many of which have been funded by the HOME program and administered at the city, county and state levels. The proposed project staff have sufficient availability to meet the needs of the City of Orland and provide project deliverables by the necessary due dates. James Coles works out of the Sacramento office, and Sherry Morgado, Jessica Candela, and Jamie McLeod work out of the Chico office, providing adequate proximity to make themselves available for City meetings and site visits.

B. Resumes of Key Staff

Resumes for staff that will work on this contract are attached to this proposal.

C. Experience managing CDBG and HOME grants, Housing Rehabilitation, and Rental Housing Development

The management of CDBG and HOME grants is one of our firm's core competencies. James Coles, Housing Tools Principal, Sherry Morgado, Community Development Manager, and Jamie McLeod, Senior Project Manager, have worked for California cities as both housing program staff as well as consultants, managing and implementing HOME and CDBG grants through both HUD and HCD.

James has utilized HOME and CDBG funding sources throughout his career as an affordable housing developer, city government manager, and consultant. During his 5-year tenure working with Sherry at the City of Chico, James oversaw its CDBG and HOME entitlement grants, with an annual budget that exceeded \$1 million between the two programs. He implemented a variety of HOME-funded programs and projects, including rental new construction, housing rehabilitation, self-help homeownership, mortgage assistance, and Tenant Based Rental Assistance. Administration of the CDBG and HOME funds included preparation of annual and Five Year Consolidated plans, budgeting, IDIS reporting, project development and analysis, financing, NEPA review, Davis-Bacon labor compliance, drafting of agreements, and compliance monitoring.

Sherry was a Senior Community Development Specialist with the City of Modesto for four years, where she managed the CDBG, HOME and ESG grants for the City, including supervision of the Housing Rehabilitation program staff. She then was the Director of Housing and Neighborhood Services for the City of Chico for more than six years, also managing CDBG, HOME and RDA Housing funds. In both positions, she worked directly with developers, non-profit organizations, and neighborhood groups to



deliver high-quality community infrastructure and facilities, as well as affordable housing and homeless shelters. Both James and Sherry completed the HUD HOME Specialist Certification course during their tenure as city staff.

While employed at the Sacramento Housing and Redevelopment Agency, Jamie was the HOME Administrator for the City and County of Sacramento, responsible for ensuring all HOME funds were spent according to HUD's rules and regulations, which included monitoring for compliance with federal labor standards and drawdown of funds. At the City of Woodland, Jamie was responsible for the management of CDBG, HOME, CalHome, and various other State and Federal funding sources, including administration of HOME grants. Jamie had primary responsibility for reporting to and coordinating with State HCD on these grants.

As consultants at Housing Tools, James, Sherry, and Jamie have assisted cities and counties with all aspects of the management of HOME and CDBG grants. Services have included project compliance monitoring, project feasibility evaluation, project management, strategies to meet commitment and expenditure obligations, policy development, completion of federal and state reports, and preparation of staff reports and resolutions for elected officials. In addition, James and Jamie have performed monitoring of housing and community development projects to ensure compliance with Davis-Bacon Federal Labor Standards, and have trained general contractors in these standards, including how to prepare all requirement documents and ensure proper recordkeeping.

Housing Tools Project Experience

Below is a summary of our firm's experience with HOME and CDBG administration, including NEPA compliance and federal labor compliance, as well as housing rehabilitation and rental housing development.

City of Willows HOME Administration, 2019-current

Housing Tools is in the process of wrapping up a contract with the City of Willows for administration of a \$5.1 million HOME grant. The HOME grant has supported the construction of a 24-unit affordable rental housing development. For overall HOME grant administration, our roles have included: completing the project setup package for HCD; facilitating a kick-off meeting with the City, developer and general contractor; preparing monthly and annual progress reports; preparing payment requests; review of construction draws for compliance with project scope; and project closeout documentation.

City of Willows Reference: Karen Mantele, (707) 237-1169, kmantele@cityofwillows.org

City of Chico HOME and CDBG Monitoring, 2012-current

Since 2012, Housing Tools has provided HOME and CDBG compliance monitoring services for the City of Chico. This has included monitoring of State-funded HOME rental projects, CDBG-funded public facilities, and CDBG-funded public services. The monitoring has involved review of organizational records and financials, beneficiary files, staff interviews, and on-site inspections, as well as preparing reports for the City of Chico and State HCD. The scope of work has also included providing guidance and monitoring for federal labor compliance for two new construction rental projects.

City of Chico Reference: Marie Demers, (530) 879-6303, marie.demers@chicoca.gov

City of Corning HOME and CDBG Administration (on-going)

Housing Tools is currently providing on-call grant consulting services for both State HOME and CDBG grants received by the City of Corning. Services provided have included monitoring of a 47-unit HOME-funded rental project called Salado Orchards Apartments, and preparation and submittal of HCD quarterly, semi-annual and annual reports for both CDBG and HOME.

City of Corning Reference: Kristina Miller, (530) 824-7033, kmiller@corning.org

City of Biggs HOME and CDBG Administration (on-going)

Housing Tools is currently providing on-call grant consulting services for both State HOME and CDBG grants received by the City. Services provided have included preparation and submittal of HCD quarterly, semi-annual and annual reports for both CDBG and HOME, as well as technical assistance on the 2020 CDBG Application process.

City of Biggs Reference: Mark Sorensen, (530) 868-0102, Mark@biggs-ca.gov

City of Grass Valley CDBG Administration, 2020-current

Housing Tools has a contract with the City of Grass Valley to administer a \$3.5 million CDBG grant that is funding the expansion of a city park. Our scope of work includes: project set-up; processing draw requests; monitoring for compliance with CDBG requirements and HCD Standard Agreement; monitoring for compliance with federal labor standards; reporting; and project close-out. Completion of the contract is planned for early 2022.

City of Grass Valley Reference: Bjorn Jones, (530) 274-4353, bjornj@cityofgrassvalley.com

City of Salinas HOME Monitoring, 2015-2016

Managed HOME funding underwriting, commitment and monitoring of a 40-unit rental project rehabilitation for Low Income families, called Vista De La Terraza Apartments developed by Community Housing Improvement Systems and Planning Association. This also involved managing the NEPA environmental assessment process. Reviewed and evaluated HOME CHDO applications.

City of Salinas Reference: Anastacia Wyatt (now with the City of Pacific Grove), (831) 648-3182, awyatt@cityofpacificgrove.org

Federal Labor Compliance Monitoring for Regional Housing Authority of Sutter, Yuba, Colusa & Nevada Counties, 2021

Housing Tools is providing federal labor compliance monitoring for a new construction rental project in Nevada City. The scope of work includes: providing federal labor compliance documentation for bid request package and contracts; reviewing contracts for compliance; facilitating a pre-construction meeting with the general contractor and owners; reviewing payroll certifications; conducting on-site monitoring and worker interviews; preparing reports; and completing a close-out report.

RHA Reference: Gus Becerra, (530) 671-0220 ext. 113, g.becerra@regionalha.org

Federal Labor Compliance Guidance for Sunseri Construction, 2012, 2019-2020

In 2012, Housing Tools developed a Federal Labor Compliance Guide for Sunseri Construction, an affordable housing builder, that included outlines, forms, and templates to facilitate compliance with Davis Bacon, MBE/WBE, Section 3, and EEO requirements. Sunseri has used this guide to meet federal labor requirements where required on all of their projects throughout California and Nevada. In 2019-2020, Housing Tools has provided federal labor compliance consulting for Sunseri's Manzanita Family Apartments project.

Sunseri Construction Reference: Cindy Lares, (530) 891-6444, cl@sunsericonstruction.com

State and Federal Labor Compliance Monitoring for Mercy Housing, 2019-current

Housing Tools conducted federal labor compliance monitoring of a motel conversion to affordable rental housing funded by HOME. This included consultation on the applicable Wage Determination, incorporation of federal requirements into construction contracts, on-site interviews with workers, and regular review of payroll certifications. We are currently providing monitoring for state and federal labor compliance for a new construction rental project in West Sacramento that includes federal and state funding.

Mercy Housing Reference: Jenn Fleming, (916) 414-4404, JFleming@mercyhousing.org

Community Action Agency Project Management, 2012-2013

Managed construction of a 50-unit affordable rental complex called North Point Apartments for Community Action Agency of Butte County (CAA) in Chico, CA. This complex included seven units targeted to extremely low-income persons with disabilities. The financing included City RDA and HOME funds, a tax-exempt bond, tax credits, and an AHP grant from the Federal Home Loan Bank.

CAA Reference: Tom Tenorio, Executive Director, (530) 712-2600, ttenorio@buttecaa.com



Alternatives to Violence CDBG Administration (now Empower Tehama), 2012-13

Assisted Alternative to Violence in Red Butte, Tehama County, to raise funds to build a shelter for victims of domestic violence. In particular, submitted the State CDBG application, which was funded for \$1 million. In addition, Housing Tools assisted with assembling draw packages for funding from the State Emergency Housing Assistance Program.

ATV Reference: Steve Gibson, Consultant, (530) 872-3427, sgib@jps.net

James Coles, Housing Manager, City of Chico, 2007-2012

As Housing Manager for the City of Chico, James conducted underwriting, funding and monitoring of the following projects, which were supported with CDBG and/or HOME funds:

- Catalyst HAVEN Shelter- a 28-bed shelter for victims of domestic violence funded by State ESG Grant, CDBG, and RDA; developed by Catalyst Domestic Violence Services (completed 2010)
- Villa Serena- a 10-unit project for persons with disabilities funded by HUD 811, CDBG and RDA; developed by Northern Valley Catholic Social Service (completed 2011)
- Habitat Greens- an 8-home subdivision for Low Income first-time homebuyers funded by HOME, RDA, and AHP; developed by Habitat for Humanity (completed 2011)
- Manzanita Point- a 6-home subdivision for Low Income first-time homebuyers funded by HOME; developed by Community Housing Improvement Program (completed 2011)
- Martha's Vineyard- a 16-home subdivision for Low Income first-time homebuyers funded by HOME; developed by Community Housing Improvement Program (completed 2013)

City of Chico Reference: David Burkland, former City Manager, (530) 966-1785
dave.burkland@gmail.com

Sherry Morgado, Director of Housing and Neighborhood Services, City of Chico, 2006-2013

As Director of Housing and Neighborhood Services for the City of Chico from 2006 to 2013, Sherry conducted underwriting, funding and monitoring of the following projects, which were supported with CDBG and/or HOME funds:

- 1200 Park Avenue- a 107-unit senior rental project funded by HOME, RDA, and 9% tax credits; developed by Affordable Housing Development Corporation (completed 2006)
- Avenida Apartments- a 14-unit rehabilitation of a former motel for homeless individuals with disabilities funded by HOME, ESG, and CoC funds; developed by Caminar, Inc. (completed 2007)

City of Chico Reference: David Burkland, former City Manager, (530) 966-1785
dave.burkland@gmail.com

James Coles, Director of Housing Development and Project Manager, Resources for Community Development, 2000-2007

As Director of Housing Development and Project Manager at Resources for Community Development from 2000 and 2007, James managed the successful development of the following projects that received HOME and/or CDBG funds:

- Margaret Breland Homes— a 28-unit senior rental project funded by HOME, RDA and HUD Section 202; located in Berkeley, CA (completed 2007)
- Laurel Gardens— a 30-unit rental project for homeless individuals with disabilities funded by State HOME, State MHP, HUD SHP, Project-based Section 8, RDA, tax-exempt bond, and 4% tax credits; located in Fairfield, CA (completed 2006)
- Stanley Avenue Apartments— 24-unit rental project for Low Income families funded by HOME, State MHP, CalHFA, RDA, tax-exempt bond, 4% tax credits; located in Oakland, CA (completed 2004)

Resources for Community Development Reference: Dan Sawislak, (510) 841-4410, dan@rcdhousing.org

Sherry Morgado, Senior Community Development Specialist, City of Modesto, 2000-2004

As Senior Community Development Specialist with the City of Modesto, Sherry was involved with the successful funding, development, and rehabilitation of the following projects:

- Woodstone Apartments—a 56-unit family rental project funded by HOME, RDA and 9% tax credits, developed by the Stanislaus Regional Housing Authority
- Franklin Estates—this was a dilapidated four-plex townhouse project consisting of over 300 units, originally built as owner occupied condominiums in the 1970s, but which had declined into the most blighted apartment complex in the City. Sherry participated as part of the City's team consisting of building inspectors and code enforcement officers that implemented legal actions to have all of the units red-tagged, condemned and then complete a relocation of all of the tenants to safe affordable housing elsewhere in the City. The property was placed into receivership, was sold to an affordable housing developer, and then completely rehabilitated and placed back into service.

During her tenure at the City of Modesto, Sherry also managed the City's extensive target-area housing rehabilitation program. This included supervision of 4 Housing Rehabilitation Specialists and a HOME Loan Specialist.

City of Modesto Reference: Julie Hannon (now with the City of Vancouver), 360-487-8309,
julie.hannon@cityofvancouver.us

D. References

HOME Administration for the City of Willows, 2020-2021

Housing Tools Staff Involved: Sherry Morgado, Jamie McLeod, Allie Kamara, James Coles
City of Willows Reference: Karen Mantele, (707) 237-1169, kmantele@cityofwillows.org

City of Chico HOME and CDBG Administration, 2012-2021

Housing Tools Staff Involved: Sherry Morgado, Jamie McLeod, Allie Kamara, James Coles
City of Chico Reference: Marie Demers, (530) 879-6303, marie.demers@chicoca.gov

City of Corning HOME and CDBG Administration (on-going)

Housing Tools Staff Involved: Sherry Morgado
City of Corning Reference: Kristina Miller, (530) 824-7033, kmiller@corning.org

E. How Housing Tools will Implement the Scope of Work

Housing Tools has thoroughly reviewed the Scope of Work for the City of Orland Administrative Subcontractor services, and is well prepared to successfully provide these services. Sherry Morgado will be the Project Manager and principal point of contact for project coordination with the City of Orland. As a team, James, Sherry, Jessica, and Jamie will complete the tasks as outlined in Section II of the Scope of Work in the City of Orland RFP. Regular communication between Sherry and assigned City staff will be critical to ensuring that the project meets State HOME requirements and deadlines. In addition, Housing Tools will facilitate communication between the City, Developer, Owner, and HOME program staff on a regular basis.

The following are key check-in points with the City, including the deliverables that we will incorporate into our Scope of Services and review at these check in points:

- *Contract Kick-Off Meeting*— a meeting between Housing Tools and City staff to review the contract schedule and expectations, and Scope of Services, so that all parties are on the same page about responsibilities, deadlines, and deliverables.
- *Project Set-Up Meeting*— review State HCD forms, necessary materials to meet the Set Up and Disbursement Conditions outlined in the HOME Standard Agreement, HOME loan and other loan and LPA documents, NEPA clearance documentation, Davis Bacon Wage Decision and contract requirements, MBE/WBE contracts, Section 3 outreach plan, and Affirmative Marketing Procedures and Affirmative Fair Housing Marketing Plan
- *Construction Progress Meetings*— review HCD reports, construction meeting notes and progress, budget status, disbursement requests, Davis Bacon worker interviews and wage compliance certifications, lien status, and MBE/WBE and Section 3 reports.
- *Completion Meeting*— review Project Completion Report, Final Wage Compliance Report, Final Cost Certification, HUD 1, final construction draw and retention payment request, lien status, occupancy permits, final MBE/WBE and Section 3 reports, Affirmative Marketing Procedures and Affirmative Fair Housing Marketing Plan, Tenant Selection Plan, and Management Plan.

- *Closeout Meeting*— review lease-up report, any revisions to HUD and HCD completion reports, any revisions to Final Cost Certification, Close Out Report and Monitoring Checklist, presentation of close-out manual.

In addition to the meetings described above, Sherry Morgado and James Coles will be available for monthly project update meetings with the City of Orland. Sherry Morgado will also participate in construction draw meetings as requested by the City and as necessary to complete the Scope of Services.

James Coles will be the principal point of contact for contract management, and will also provide oversight and assistance in completing the scope of services. Sherry and James will meet weekly to review project progress and problem solve, coordinating with City staff as necessary.

Project Specialist Jessica Candela will be responsible for record keeping, tracking progress on due diligence checklists and HCD reports, and maintaining the project management software described below.

Senior Project Manager Jamie McLeod will provide guidance and monitoring for state and federal labor compliance, which will include: providing federal labor compliance documentation for bid request package and contracts; reviewing contracts for compliance; facilitating a pre-construction meeting with the general contractor and owners; reviewing payroll certifications; conducting on-site monitoring and worker interviews; preparing reports; and completing a close-out report.

In addition to the items associated with project milestone meetings described above, our team will complete the following tasks:

- Maintain files and reports as directed by the City and HCD, in adherence with HOME contract management manual, including maintenance of the Public Information Binder;
- Participate in any monitoring by State HCD or other agencies, providing support to the City;
- Monitor program milestones and recommend amendments as necessary;
- Notify the City of all applicable federal and state requirements and assist in meeting those requirements;
- Prepare and submit monthly status reports, as well as any quarterly and annual reports required;
- Prepare a close-out manual for the City after project completion, to guide the City's on-going program responsibilities;
- Attend all appropriate public meetings for the project, if requested by the City.
- Update City on project status on a regular basis;
- Prepare applicable level of NEPA environmental clearance, including Statutory Worksheet and Environmental Assessment, on HOME required forms; and
- Monitor all Federal Labor Standards Requirements, including adherence to State prevailing wage, if applicable. Update assigned City staff on a regular basis and maintain the required files.

Both of the Housing Tools' offices are a short drive from Orland, which will facilitate our availability for meetings and site visits.

F. Proposed Project Management and Record Keeping Systems

Project Management

Housing Tools uses a cloud-based project management software called Smartsheets to coordinate the timely completion of the Scope of Services. Smartsheets facilitates communication and coordination between Housing Tools, City Staff, and Project Owner/Developer Staff. After the Contract Kick-Off Meeting, Housing Tools will create a master project management schedule with milestones, tasks, and assignments. This schedule will be updated regularly to show progress in accomplishing tasks and any changes to milestones and assignments, and it can be viewed and edited at any time by City Staff so that they have real-time access to project status. The project management schedule also includes: links to files, background information, and reports; correspondence organized by task; email notifications to users of changes; and email reminders to users of upcoming deadlines. Jessica Candela at Housing Tools will manage and update Smartsheets in coordination with Sherry, James, Jamie, and City Staff.

File Maintenance

Housing Tools uses Dropbox to organize project files, which allows folder organization customized to client needs, shared access by Housing Tools and City Staff, and security backup in case any files are lost from a user's computer. Dropbox allows sharing of individual files or folders among invited users with emailed links.

In addition to cloud-based file maintenance, Housing Tools will maintain a hard copy project binder of critical documents, as directed by the City and HCD. The binder will include documents and reports submitted by the developer, HOME reports, and other documents as directed by the City and HCD. In addition to the project binder, Housing Tools will maintain a Public Information Binder as directed by the City.

G. Schedule of Fees

Hourly Rates

Principal	\$130
Community Development Manager	\$130
Senior Project Manager	\$120
Project Specialist	\$100

Hourly costs include training, insurance, and overhead (rent, utilities, supplies, etc.).

Total costs for the Scope of Work described in this proposal is estimated to not exceed \$45,000.



JAMES COLES

Principal at Housing Tools
jcoles@housing-tools.com

EXPERIENCE

As a consultant for government and nonprofit agencies, James offers practical expertise gained as an affordable housing developer and a municipal manager. He has extensive experience in developing, funding, implementing, and managing housing and community development programs and projects. This has included initiatives to end homelessness, housing trust funds, HOME and CDBG programs, self-help and first-time homebuyer efforts, home rehabilitation programs, rental assistance, community facilities, and rental projects. Successful program implementation is rooted in planning processes that are highly collaborative, leverage local strengths, and address community needs. By taking this approach, James has directed the completion of a variety of successful planning efforts, including housing element updates, HUD consolidated plans, homelessness plans, Continuum of Care policy development, and strategic housing plans. His knowledge of the nuts and bolts of affordable housing development informs his government planning and policy work in a way that produces results.

Prior to founding Housing Tools, James worked as a Project Manager and Development Director for Resources for Community Development (RCD) from 2000 to 2007. At RCD, he managed the production of multiple affordable housing projects from site feasibility and financial structuring to lease-up and transition to operations. James also held a position as the Housing Manager for the City of Chico from 2007 to 2014. In this role, he managed a wide range of housing and community development programs.

PROJECT EXPERIENCE HIGHLIGHTS

- City of Chico 2014-2022 Housing Element Update
- City of Chico 2015-2019 and 2020-2024 HUD Consolidated Plans and Analyses of Impediments to Fair Housing Choice
- City of Lincoln Affordable Housing Strategic Plan (2020)
- City of Elk Grove RHNA Sites Analysis (2020)
- No Place Like Home Site Feasibility Studies for Amador, Del Norte, Glenn, Lassen, Siskiyou, Plumas, and Sierra Counties (2019-2020)
- Tehama County 10-Year Plan to Address Homelessness (2018)
- Butte County 10-Year Strategy to End Homelessness (2014)
- Founder and Director of the North Valley Housing Trust (2012-2017)

CAREER

Housing Tools	Owner and Principal	2012-present
City of Chico	Housing Manager	2007-2012
RCD	Project Manager	2000-2007

EDUCATION

Master of Urban Planning, College of Urban Planning and Policy, University of Illinois at Chicago (1998-2000)
Bachelor of Arts in Urban Planning, University of Utah (1994-1997)



SHERRY MORGADO

Community Development Manager at Housing Tools
smorgado@housing-tools.com

EXPERIENCE

Sherry has over 25 years of combined experience in community development, housing and public health at the City and County level, where she has served as the Director of Housing and Neighborhood Services for the City of Chico, Assistant Director for the Butte County Public Health Department, and Senior Community Development Specialist for the City of Modesto. During her tenures with the City of Modesto and the City of Chico, she managed all aspects of the CDBG and HOME entitlement programs, which encompassed strategic planning through Consolidated and Annual Plans, establishing budgets, setting up contracts, implementing programs and projects, administration and adherence to federal requirements such as NEPA and federal labor standards, and reporting to HUD. At the City of Chico, she directly oversaw the use of Redevelopment Agency's Low-and Moderate-Income Housing funds, which averaged \$6 million annually, and facilitated the development of over 500 units of affordable housing. As a consultant over the past two years, Sherry has assisted local governments with HOME and CDBG compliance, documentation, and monitoring.

In her most recent experience with Housing Tools, Sherry has worked with numerous counties on housing needs studies, plans to address homelessness, and has led community education sessions on the need for affordable housing and homeless services. She specializes in community engagement, and is known to our clients as an effective listener and facilitator. She brings a vast knowledge of housing and community development resources, an understanding of community dynamics, and sensitivity to the challenges inherent in developing affordable housing to each interaction with policy/decision makers, stakeholders and community members.

PROJECT EXPERIENCE HIGHLIGHTS

- City of Chico 2009-2014 Housing Element Update
- City of Chico 2020-2024 HUD Consolidated Plan and Analysis of Impediments to Fair Housing Choice
- Housing Needs Studies for Amador, Glenn, Plumas and Sierra Counties (2018-2020)
- No Place Like Home Plans to Address Homelessness for Amador, Del Norte, Glenn, Lassen, Siskiyou, Plumas, and Sierra Counties (2019-2020)
- Permanent Local Housing Allocation (PLHA) Plans and Applications for Glenn, Siskiyou and Plumas Counties (2020)
- City of Willows HOME Administrative Subcontractor for Sycamore Ridge Apartments (2020)
- City of Biggs and City of Corning CDBG and HOME Grants Administrative Subcontractor (2019-2020)
- Butte County Update to 10-Year Strategy to End Homelessness (2018)

CAREER

Housing Tools	Community Development Manager	2018-present
County of Butte	Assistant Director, Public Health	2016-2018
City of Chico	Director, Housing & Neighborhood Services	2006-2013
City of Modesto	Senior Community Development Specialist	2000-2004

EDUCATION

Bachelor of Arts, Political Science and International Relations, California State University Stanislaus (1985)



JAMIE McLEOD

Project Manager at Housing Tools
jmcleod@housing-tools.com

EXPERIENCE

Jamie offers practical expertise gained as a housing analyst and licensed real estate sales agent. He has extensive experience in developing, funding, implementing, and managing housing and community development programs and projects. This has included HOME and CDBG programs, Cal-HOME, BEGIN, HELP, Workforce Housing Grant Program, first-time homebuyer efforts, and inclusionary housing program implementation and management. Jamie has acted as project manager on new construction and acquisition-rehabilitation affordable housing projects. In this capacity he was the point of contact for City staff, public and private sector lenders, and other agencies addressing issues and concerns during the financing and construction phases of these projects. Jamie has been lead staff on the preparation of RFPs and RFQs for affordable housing projects and developers. This included developing the scope of work, writing and distribution of the RFP, review of applications, and award. Jamie has been responsible for writing documents required by various grant programs. This includes the HUD Consolidated Plan, HUD Action Plan, CAPER, and Analysis of Impediments to Fair Housing. As primary staff for the City of Woodland's Inclusionary Housing Program, Jamie was responsible for the implementation of the program, qualification of eligible families, homebuyer education orientations, homebuyer lotteries for eligible units, and City loan documents and closings. Jamie was also asked to sit on the Sutter County Citizens Advisory Committee on Homelessness. This committee analyzed various sites in the County and made a recommendation on where to place a shelter for homeless individuals.

Prior to joining Housing Tools, Jamie worked as a Licensed Real Estate Agent for Coldwell Banker Commercial from 2014-2020. In this capacity he researched and analyzed potential projects for various affordable housing developers in which to construct or rehabilitate into deed-restricted units and also researched projects located in Federal Opportunity Zones. Jamie also served as a Redevelopment-Housing Analyst at the City of Woodland from 2005-2011. In this role he managed the affordable housing programs and projects for the City including the sale of 80 Inclusionary Housing units and the construction of two affordable housing rental projects.

PROJECT EXPERIENCE HIGHLIGHTS

- City of Woodland Inclusionary Housing Loan Program (2005-2011)
- City of Woodland 2005-2010 HUD Consolidated Plans and Analyses of Impediments to Fair Housing Choice
- City of Woodland Terracina Springlake Project (2007)
- City of Woodland Rochdale Grange Project (2011)

CAREER

Housing Tools	Project Manager	2020-present
CBC	Sales Agent	2014-2020
City of Woodland	Redevelopment/Housing Analyst	2005-2011

EDUCATION

Real Estate Salesperson License, 2014
Certified Economic Development Financing Professional, National Development Council, 2007
Bachelor of Science in Business Administration, California State University Chico, 1994



JESSICA CANDELA, MPA

Community Development Project Specialist at Housing Tools
jcandela@housing-tools.com

EXPERIENCE

Jessica has held Project Specialist/Coordinator roles with Housing Tools, Butte County Office of Education, and Migrant Clinicians Network. She brings expertise in community outreach, project management, and research and writing. Since 2020, Jessica has been on Housing Tools' project team for the City of Willows HOME Administration for Sycamore Ridge Apartments. In this role she has assisted in preparing the project set-up binder, participating in monthly construction progress meetings, and managing files for the online project management system called Smartsheet.

Jessica has experience with community engagement, consolidated plans, grant administration, housing elements, fair housing assessments, housing needs studies, and supportive services plans, and has managed successful funding applications for Homeless Housing, Assistance, and Prevention (HHAP), Permanent Local Housing Allocation (PLHA), and Project Homekey. She is adept at logistics management, specializing in providing Zoom technical assistance to Housing Tools' clients and facilitating virtual events and meetings. Recent Zoom projects include community conversations on permanent supportive housing in Amador County, a Specific Plan in the City of Salinas, a new affordable housing development in the City of Vacaville, and Housing Element development for the Cities of Chico, Biggs, Orland, Oroville, and Willows.

PROJECT EXPERIENCE HIGHLIGHTS

- City of Chico 2022-2030 Housing Element Update (2020-present)
- City of Chico 2020-2024 HUD Consolidated Plan and Analysis of Impediments to Fair Housing Choice (2020)
- City of Biggs 2022-2030 Housing Element Update (2021-present)
- City of Orland 2021-2029 Housing Element Update (2021-present)
- City of Oroville 2022-2030 Housing Element Update (2021-present)
- City of Salinas Project Homekey Application (2020)
- City of Willows 2021-2029 Housing Element Update (2020-present)
- City of Willows HOME Administrative Subcontractor for Sycamore Ridge Apartments (2020-present)
- No Place Like Home Technical Assistance for Amador, Glenn, and Siskiyou Counties (2020-present)
- Permanent Local Housing Allocation Plans and Applications for Glenn, Sierra, Siskiyou, and Plumas Counties (2020-2021)

CAREER HIGHLIGHTS

Housing Tools	Community Development Project Specialist	2020-present
Migrant Clinicians Network	Project Coordinator, Development & Outreach	2019-2020
Butte County Office of Education	Project Coordinator	2017

EDUCATION

Master of Public Administration: Health Administration, California State University, Chico (2019)
Bachelor of Arts, Political Science and Multicultural & Gender Studies, California State University, Chico (2017)

CITY COUNCIL

Bruce T. Roundy, Mayor
Jeffrey A. Tolley, Vice-Mayor
Dennis Hoffman
William "Billy" Irvin
Chris Dobbs

CITY OFFICIALS

Janet Wackerman
City Clerk

Leticia Espinosa
City Treasurer

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
ORLAND, CALIFORNIA 95963
Telephone (530) 865-1600
Fax (530) 865-1632



CITY MANAGER

Peter R. Carr

Memo from the City Clerk's Office

Agenda Staff Report for item listed below will be available October 1, 2021:

7. ADMINISTRATIVE BUSINESS

- A. Proposed Draft for Development Adjacent to Irrigation Canals (Discussion/Action) – Scott Friend, City Planner

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 7.B.

MEETING DATE: October 5, 2021

TO: Honorable Mayor and Council

FROM: Justin Chaney, Fire Chief
John Mc Dermott, 1st Assistant Chief

SUBJECT: **Fire Dispatch Services MOU** (Discussion/Action)

City Council is asked to endorse a memorandum of understand (MOU) for countywide consolidation of fire dispatch services.

BACKGROUND:

For many decades each municipality and fire district in Glenn County has been on its own to provide its telecommunications dispatch services directly or by contract. City of Orland and Orland Fire Protection District have been jointly contracting with City of Corning since 2007, although calls initially route through the Glenn County Sheriff dispatch. Willows and other districts have maintained other arrangements.

Orland pays Corning a fixed rate per dispatched call, amounting to approximately \$20,000 per year for the City and \$15,000 for the District.

Studies and discussion about the potential and feasibility for consolidation of dispatch have spanned ten years, with districts generally in agreement on the need but not finding ways to overcome logistical and jurisdictional hurdles. Following successful implementation of countywide mutual aid agreements this year, recent conversations about dispatch proved more fruitful, with Chief Chaney representing both the City and Rural departments.

DISCUSSION:

County of Glenn administration, along with fire chiefs of both cities and all districts in the County, are in agreement on a draft proposed MOU to provide unified dispatch services through the Glenn County Sheriff's Office. Systems are being brought into place to enable this functional realignment, to start officially January 1, 2023.

Orland and Willows would each contribute \$30,000 annually, adjusted per Consumer Price Index (CPI) in succeeding years. The balance of the expense would be borne by the County.

We expect the consolidated system will shave at least 2 to 5 minutes off our notification/response times, savings lives and helping to better protect the citizens of Glenn County.

This agreement, with scope of services and contribution obligations, will be presented to the City of Willows October 12th and will soon go to the Board of Supervisors for their consideration. A similar MOU is going to each fire district.

Attachment:

Proposed Memorandum of Understanding for Centralized Fire Dispatch Services

RECOMMENDATION: Approve fire dispatch MOU as presented, direct staff to implement.

Fiscal Impact of Recommendation: No impact to current fiscal year budget. \$5,000 dispatch service increase in FY23 Measure A Public Safety budget, followed by \$5k + CPI additional in FY24, then CPI adjustments in succeeding fiscal years.

Approved by City Manager

PRC

**MEMORANDUM OF UNDERSTANDING
CENTRALIZED FIRE DISPATCH SERVICES**

This **CENTRALIZED FIRE DISPATCH SERVICES MEMORANDUM OF UNDERSTANDING** (hereafter "**MOU**") is made and entered into by and between the County of Glenn (hereafter "**COUNTY**") and the City of Orland and City of Willows in this **MOU** (hereafter the "**Cities**"). The **CITIES** and the **COUNTY**, individually each a "**PARTY**" and jointly referred to herein as the "**PARTIES**".

RECITALS

WHEREAS, the **CITIES** need fire and fire medical aid dispatching services and have decided that the most cost-effective and efficient way to provide those services to their communities is to contract with another entity which already has an established dispatching facility with personnel and equipment and the capability of providing such services; and

WHEREAS, the **COUNTY** is such an entity with its own dispatchers and has the ability and capacity to provide emergency dispatch services to **CITIES** in addition to itself; and

WHEREAS, it will be mutually beneficial to all **PARTIES** to this **MOU** that they cooperate with each other in this regard;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein, **COUNTY** and **CITIES** do hereby agree as follows:

AGREEMENT

1. Purpose of MOU. The **PARTIES** hereto are entering into this **MOU** in order to document the arrangement they are entering into whereby fire and other emergency calls for services normally responded to by the respective **CITIES** of each part (typically medical aid calls as distinguished from calls to the police or Sheriff's departments related to law enforcement needs) will all be routed to and through the fire dispatch staff of the **COUNTY**.

2. Services to be Provided (hereafter "SERVICES"):

2.1 Fire Dispatch Services: **COUNTY** will, through its Sheriff's Department Dispatch Center, provide dispatch services for the **CITIES** participating in this **MOU**.

2.2 Fire Medical Aid Dispatch Services: **COUNTY** will, through its existing Sheriff Department Dispatch Center, provide fire medical emergencies dispatch services for the **CITIES** participating in this **MOU**.

2.3 Control Burn Information Services: COUNTY will, through its existing Sheriff's Department Dispatch Center, receive telephone calls for controlled burn reports and controlled burn logging services for the CITIES participating in this MOU.

2.4 Business Line Answering Services: COUNTY will, through its existing Sheriff's Department Dispatch Center, receive business line telephone calls for CITIES participating in this MOU. COUNTY will answer identified lines and coordinate communication with the participating CITIES.

3. Resources Used for Dispatching:

3.1 Dispatch Equipment. The equipment to be used by COUNTY at its Sheriff's Office for dispatching SERVICES contemplated by this MOU shall be provided and maintained by COUNTY at its sole cost and expense. The equipment to be used by the CITIES participating in this MOU in their vehicles and at their respective fire departments shall be provided and maintained by the CITIES at their sole cost and expense. The CITIES and the COUNTY shall will cooperate in ensuring that calls from the public for fire and medical aid services are routed directly to the COUNTY's Dispatch Center for dispatch to the appropriate responding agency.

3.2 Sheriff Dispatch Staff. COUNTY, through the Sheriff's Dispatch Center, shall make available at least one dispatcher who shall be assigned to fire dispatch duties on each shift. This dispatcher's primary duty shall be to provide those SERVICES contemplated by this MOU; however, during those periods of time when no fire or medical calls occur, the dispatcher may perform other duties as assigned by the COUNTY. The COUNTY will staff the Sheriff Dispatch Center in such a manner to support the enhanced fire dispatch services. The COUNTY will staff the Sheriff Dispatch Center in such a manner to support the enhanced fire dispatch services.

4. Termination for Convenience:

4.1 COUNTY. Should the COUNTY, in its sole discretion, determine that it no longer wants to provide the SERVICES contemplated by this MOU, COUNTY shall provide the CITIES participating in this MOU with no less than one hundred eighty (180) days written notice of that determination. In such event CITIES, in their sole discretion, shall be entitled to have the SERVICES performed by any other person or entity it chooses, including the CITIES own employees, with no further liability or obligation to COUNTY under this MOU.

4.2 CITIES. Should any CITIES participating in this MOU determines that it no longer wants to receive the SERVICES contemplated by this MOU, the CITIES shall provide to COUNTY with no less than one hundred eighty (180) days written notice that determination. In such event, COUNTY shall cease providing SERVICES to that CITIES and shall, in its sole discretion and upon no less than one hundred and eighty (180) days written notice, be entitled to cease providing all SERVICES under this MOU to all CITIES participating in this MOU without any further liability or obligation under this MOU.

5. Term and Termination. The term of this **MOU** shall commence on January 1, 2023, unless terminated as follows:

- A. By mutual agreement of the **PARTIES**;
- B. By a **PARTY** upon a material breach by another **PARTY** of the provisions hereof; or
- C. By a **PARTY** upon delivery of 180 days' written notice thereof to all other **PARTIES**.

6. Fees.

6.1 Service Fee. **CITIES** shall pay **COUNTY** for any of the services contemplated by this **MOU** based on the mutual agreed amount for each city. The fee for the first year of service for each city as follows:

- City of Orland \$30,000
- City of Willows \$30,000

The **CITIES** shall pay their fee in quarterly payments due by the 15th of each of the following months: January, April, July, and October.

6.2 Annual Service Fee Increase. The service fee for dispatch services each year during the Term hereof subsequent to the first service year shall be increased in the same amount of any increase in the Consumer Price Index during the preceding service year. Such increase shall be calculated by multiplying the annual service fee by a fraction whose numerator is the Consumer Price Index for the twelfth month of the preceding service year and whose denominator is the Consumer Price Index for the first month of such service year. In no event shall the service fee be increased due to changes in the Consumer Price Index above 3 percent of the previous service year. For purposes hereof "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor, All Items (1982-84=100).

7. Dispatch Advisory Committee. A Dispatch Advisory Committee shall be formed as a component of this **MOU**. The membership shall consist of: the Sheriff, a member of the Board of Supervisors appointed by the Board of Supervisors, a member as appointed by the Fire Chief's Association, a member appointed by the Orland City Council, a member appointed by the Willows City Council, and a member of the Sheriff's staff responsible for the supervision of the Sheriff's Dispatch as determined by the Sheriff. The purpose of this group will be to allow the **PARTIES** to communicate and provide feedback; improve the program; receive input; and, resolve any issues that may arise. The group shall appoint a chair, vice chair, and secretary and shall work collaboratively to address issues. The group shall meet at least quarterly and shall prepare an agenda for each meeting.

8. Independent Contractor. Nothing in this **MOU** is intended to, or shall be construed to, create an employer-employee relationship, a joint venture relationship, or allow the **CITIES** participating

in this **MOU** to exercise discretion or control over the **COUNTY** or any employee providing **SERVICES** under this **MOU**. **COUNTY** employees performing **SERVICES** under this **MOU** shall be, and at all times remain, employees of **COUNTY** and shall not be deemed employees of the **CITIES** participating in this **MOU** for any purpose. **COUNTY** shall be solely responsible for any and all compensation, payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for any **COUNTY** employee providing **SERVICES** under this **MOU**.

9. Assignment. Inasmuch as this **MOU** is intended to secure the specialized **SERVICES** of **COUNTY**, **COUNTY** may not assign, transfer, delegate or sublet any interest herein. Any attempt at assignment of the rights under this **MOU** except for those specifically consented to by all **PARTIES** in writing and shall be void.

10. Mutual Indemnification. Each **PARTY** shall defend, indemnify and hold all other **PARTIES**, their officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of the **SERVICES** under this **MOU** but only in proportion and to the extent such liability, loss expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

11. Entire Agreement/Modification. This **MOU** may only be modified by a written amendment hereto executed by all **PARTIES** and constitutes the entire agreement between the parties regarding the subject matter of this **MOU**. This **MOU** supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore between the parties related to the subject matter of this **MOU**.

12. Application of Law. This **MOU** shall be governed by the laws of the State of California and any action filed to enforce any of the terms and conditions of this **MOU** shall be filed in the Glenn County Superior Court.

13. Severability. If any portion of this **MOU** or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or local statute, ordinance, or regulation, the remaining provisions of this **MOU** or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this **MOU** are severable.

14. Notices. Any notice required to be given pursuant to the terms and provisions of this **MOU** shall be in writing and shall be sent first-class mail to the following addresses:

If to **City of Orland**:
City Manager
815 Fourth Street
Orland CA 95963

If to **City of Willows:**

[Title/Name]

[Entity]

[Address]

[City State, and Zip Code]

If to **COUNTY:**

Sheriff's Dispatch Office

543 West Oak Street

Willows, CA 95988

(530) 934-6441 Phone

(530) 934-6473 Fax

Notice shall be deemed to be effective two days after mailing.

IN WITNESS WHEREOF, COUNTY and the CITIES participating in this **MOU** have executed this agreement on the day and year set forth below.

DATED: _____

DATED: _____

COUNTY OF GLENN

City of Orland

Chairman

Bruce T. Roundy, Mayor

City of Willows

Authorized signatory

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gregory Einhorn, City Attorney

Willows City Attorney

APPROVED AS TO FORM:

County Counsel
Glenn County, California

CITY OF ORLAND

CITY COUNCIL AGENDA ITEM #: 7.C.

MEETING DATE: October 5, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager
SUBJECT: **City Consultant Compensation** (Discussion/Action)

City Manager will update City Council on the status of agreements and compensation rates for professional services consultants.

BACKGROUND:

Certain City professional services are provided by ongoing contractual agreements with consulting persons or firms. Some engagements are temporary, such as fiduciary advising on a bond or management of a specific construction project. Other engagements are for long-term ongoing needs of the City in lieu of appointing full-time permanent employees, and may even entail serving as an officer of the City; this is the case for the City Attorney, City Engineer and City Planner.

Contracts for these services are negotiated by the City Manager and approved by the City Council. From time to time, as needed, adjustments and amendments to these contracts are necessary and should be brought to the Council for direct authorization to update the scope of services or the rate of compensation. A recent internal review identified a need to update one or more of these contracts.

DISCUSSION:

City Attorney:

The City's most recent agreement with the Law Offices of Gregory P. Einhorn is dated July 1, 2016 with a retainer amount of \$44,000 annually (\$3667/mo) – which was unchanged from a Council-approved 2014 amendment adjusting the retainer rate previously approved in 2014. The rate was adjusted 5% in 2018 to \$46,200/yr (\$3850/mo) in the normal course of budgeting but without the normal amendment or contract renewal. In the budgeting process this year Mr. Einhorn requested the rate adjust approximately 3% to \$48,000 (\$4000/mo). The City Manager directed staff to implement the adjustment in the accounting system sans the typical amendment or correspondence, which is attached to this report.

City Engineer:

The City has for three decades engaged the services of Rolls Anderson Rolls as consulting City Engineer. Mr. Paul Rabo currently represents RAR and the City in this capacity. Each year RAR advises the City whether there is any adjustment to its rate schedule for its municipal clients. The

2021 rate correspondence is current with a rate of \$117.00 per hour and is provided as an attachment to this report.

City Planner:

The City has for nine years engaged the services of the firm employing Mr. Scott Friend as senior planner for the company and as City Planner for the City. Currently Mr. Friend is employed by ECORP Consulting. The on-call planning services agreement is ongoing with annual notice to the City if the firm's rates adjust. The current rate of \$120.00 per hour is in alignment with 2020/2021 correspondence, provided as an attachment to this report.

City Accounting Consultant:

The City engages a CPA to assist Staff with monthly management of financial transactions, internal audit of all accounts, budget preparation, certain State reports and external audit support. City Council approved this agreement with Mr. Roy Seiler in 2016, which includes an annual adjustment based on CPI. Mr. Seiler's rate for this service is \$134/hr, consistent with his contract, provided to Council as an attachment with this report.

City Building Inspector:

Mr. John Fleming serves as on-call/as-needed building inspector and as our code enforcement officer. He is an independent contractor. His current rate of \$48/hr has adjusted as needed since his initial appointment several years ago. The City Manager executes this agreement as an extension of his ongoing engagement. The updated agreement for services reflecting the current rate is provided for Council with this report.

Attachment:

- Contract Agreement for City Attorney Services
- Contract Agreement for City Engineering Services
- Contract Scope and Cost Estimate for On-call Planning Support Services
- Contract Agreement for Accounting Services
- Independent Contractor Agreement for Building Inspection Services

RECOMMENDATION: Approve updated consulting agreements and rates as presented.

Fiscal Impact of Recommendation: No impact to current fiscal year budget for any of the per-hour engagements. The monthly legal service retainer increases the General Fund budget \$1000 for the year – which should have been incorporated by the Finance Director into the annual budget in June.

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF ORLAND**

AMENDMENT

The CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (Agreement) by and between the Law Offices of Gregory P. Einhorn (Einhorn), and the CITY OF ORLAND (City) is amended as follows:

3. COMPENSATION

Compensation for the services set forth in section 2 shall be \$48,000 per year, paid in equal monthly amounts at the end of each month for which services are provided.

All other terms and conditions shall remain in place and unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date of execution by the City.

Dated: _____, 2021

“City”
CITY OF ORLAND,

By: _____
Peter R. Carr, City Manager

Dated: _____, 2021

“Law Offices of Gregory P. Einhorn”

By: _____
Gregory P. Einhorn

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF ORLAND**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (Agreement) is effective as of July 1, 2016, by and between the Law Offices of Gregory P. Einhorn (Einhorn), and the CITY OF ORLAND (City). The term "City" shall also include all boards, commissions, financing authorities, and other bodies of City.

1. APPOINTMENT

The City Council hereby appoints Gregory P. Einhorn as the City Attorney, and hires Einhorn as its City Attorney, to render such legal services as are customarily rendered by such officials and as further specified in section 2, and as provided under Government Code Section 36505.

Einhorn represents it employs, or will employ, at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Einhorn shall not replace the designated City Attorney (or any successor to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling.

2. SCOPE OF WORK AND DUTIES

Einhorn shall perform any and all work necessary for the provision of City Attorney, including the following:

- a. Provide clear and concise legal advice and consultation to the governing body and staff;
- b. Attend regular City Council meetings, including closed sessions, and advise the Council on agenda items and procedural matters;
- c. Provide designated office hours or times of availability, as agreed to with the City Manager and/or the City Council, and meet with City staff as needed;
- d. Draft, review and/or revise documents such as legal memos, contracts, ordinances, leases, deeds and resolutions;
- e. Attend planning commission or other City committees or commissions as needed;
- f. Coordinate outside legal counsel as needed and as directed by the City Council and City Manager;

- g. On a monthly basis, provide written status reports of assigned projects, requests and litigation;
- h. Consult with Council members and City staff as needed, and render legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions. Perform research and interpret laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Council and management staff on legal matters pertaining to City operations;
- i. Assist the City Manager in handling of City personnel matters, including employee disciplinary and grievance matters;
- j. Perform legal work pertaining to public improvements, easement dedications, and right-of-way abandonments;
- k. Assist the City Manager with enforcement of City codes, zoning regulations and building standards through administrative and judicial actions; and
- l. Monitor pending and current state and federal legislation and court decisions as appropriate.

3. COMPENSATION

Compensation for the services set forth in section 2 shall be \$44,000 per year, paid in equal monthly amounts at the end of each month for which services are provided.

Upon agreement with the City, Einhorn shall perform services for work not set forth in section 2 at the rate of \$135/hour.

4. INDEPENDENT CONTRACTOR

Einhorn shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement.

5. INSURANCE

Einhorn shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, a policy of professional liability issuance written on a claims made basis in an amount not less than One Million Dollars (\$1,000,000.00).

6. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on July 1, 2016, and shall remain in full force and effect until terminated by either party hereto. City may discharge Einhorn at any time. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. Einhorn may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

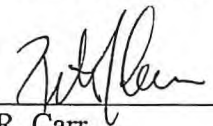
7. CONFLICTS

Einhorn has no present or contemplated employment which is adverse to the City. Einhorn agrees that it shall not represent clients in matters either litigation or non-litigation against the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

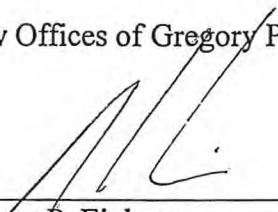
Dated: June 20, 2016

"City"
CITY OF ORLAND,

By: 
Peter R. Carr
City Manager

Dated: 6-20, 2016

"Law Offices of Gregory P. Einhorn"

By: 
Gregory P. Einhorn

April 23, 2021

 Mr. Pete Carr *PRC*
 City Manager
 City of Orland
 815 Fourth Street
 Orland, CA 95963
SUBJECT: HOURLY RATES FOR ENGINEERING SERVICES

Dear Mr. Carr:

We have historically maintained our hourly rates for municipal clients approximately 10% below our rates for non-municipal clients. With increases in auto, health, professional liability and workers' compensation insurance, the differential has increased significantly. To remain a viable business, we must keep our municipal rates reasonably close to our non-municipal rates. To maintain an approximate 12-18% rate preference, we request approval of an increase in our hourly rates for services as listed below to become effective July 1, 2021. For your information, we also show our standard hourly rates, which are currently charged to our non-municipal clients.

Personnel Classification	Current City of Orland Rate	Proposed City of Orland Rate	Current Standard Rate
Principal Engineer	\$113.00	\$117.00	\$142.00
Principal Surveyor	\$101.00	\$106.00	\$142.00
Associate Engineer	\$101.00	\$106.00	\$132.00
Assistant Engineer	\$95.00	\$100.00	\$121.00
Engineering Technician	\$87.00	\$90.00	\$102.00
Engineering Technician II	\$72.00	\$75.00	\$90.00
Draftsman	\$64.00	\$67.00	\$80.00
1 Man Survey Crew w/GPS	\$138.00	\$139.00	\$154.00
2-Man Survey Crew	\$172.00	\$176.00	\$212.00
Construction Inspector	\$98.00	\$100.00	\$122.00
Const. Inspector Prev. Wage	\$150.00	\$152.00	-
Const. Inspector Prev. Wage OT	\$184.00	\$186.00	-
Secretary	\$55.00	\$58.00	\$78.00
CAD Computer System	\$10.00	\$10.00	\$10.00
Miscellaneous Expenses	Cost + 5%	Cost + 5%	Cost + 5%

As you know, most of our services are related to self-supporting enterprise activities or to projects for which fees are collected. The proposed rates are well within the normal rate for engineering services in this area. We also wish to remind you that we make no additional charge for vehicle use, telephone calls, normal supplies, survey equipment, or for attendance at one regular City Council meeting per month.

Very truly yours,

ROLLS, ANDERSON & ROLLS



 Paul W. Rabo
 City Engineer

CITY OF ORLAND

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made this 28th day of October, 1991, by and between the CITY OF ORLAND, a Municipal Corporation hereinafter referred to as "City", and ROLLS, ANDERSON & ROLLS, a California Corporation, hereinafter referred to as the "Engineer".

WHEREAS, the City wishes to engage the services of an engineering firm to furnish design, review and consultation services, including all duties prescribed by law of the City Engineer and those engineering services required by law for City Public Works functions, and;

WHEREAS, the Engineer proposes to provide those services as needed by the City from time to time;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The City hereby engages the engineering firm of Rolls, Anderson & Rolls as independent contractors to perform engineering services as needed from time to time by the City of Orland.

2. The City agrees to compensate the Engineer for said services at the hourly rate for work performed, which rates are set forth on Exhibit "A" attached hereto and incorporated herein by reference.

3. The City has no obligation to pay or withhold State or Federal taxes or to provide Worker's Compensation or Unemployment Insurance in that the sole responsibility to pay said taxes and to provide such insurance shall be that of the Engineer.

4. The Engineer will submit itemized monthly statements for all services performed to the City of Orland and the City agrees to make payment for services performed within thirty (30) days of submission of said statements.

5. The engineering services to be performed will encompass various kinds of engineering work including, but not limited to, consultations, design, preparation of drawings and specifications, surveys, and review of plans and documents submitted by various individuals and entities to the City of Orland.

6. The Engineer shall in no respects be considered an employee of the City of Orland in the performance of the foregoing services and, in that regard, the City of Orland shall not direct the Engineer in any regard concerning the means by which the agreed services are to be performed.

7. This agreement shall be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day and year first above-written.

CITY OF ORLAND

By: Jim Paschall
Mayor

ATTEST: Laura Blevins

ROLLS, ANDERSON & ROLLS

By: Ellis C. Rolls
Ellis C. Rolls

ATTEST: Laura Blevins



4 June 2020

(P20-310) *PRC*

Scope of Work and Cost Estimate¹ for
Environmental Services
Regarding
City of Orland 2020/2021

Cost Estimate

Proposed Task:

Task One: On-Call Planning Support

Provide on-site planning services, as requested.

Senior Planner \$110

Senior Planner/Project Manager \$120

Task One, Not to Exceed: \$60,000

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 10% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 10% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 10% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

It is agreed that Company may, for the Client's convenience, and upon Client's verbal authorization, commence performance of the services before execution of a written contract. In such event, it is agreed that Company's Standard Terms and Conditions shall apply with respect to the services until the parties execute another contract covering such services. Company will confirm Client's verbal authorization. Unless Client instructs Company in writing not to proceed within 24 hours of receipt of Company's written confirmation, parties shall be deemed to have agreed to commencement of services in accordance with Company's confirmation notice.

If the Client elects to use a purchase order or other document to commence the services or for billing or accounting purposes, Company will refer to such document by number in its correspondences, invoices, and work products; however, Company's Terms and Conditions will prevail over any such document, and only Company's Terms and Conditions shall apply with respect to the services, superseded by a definitively written contract when executed by the parties.

ECORP Consulting, Inc. bills on a monthly basis. Our terms are NET 30. In the event an invoice is not paid within 30 days of receipt, we will assess a 3 % per month late charge on the overdue amount, which shall incur an interest charge thereafter at the rate of 1.5% per month of the outstanding balance. In the event of an outstanding balance, ECORP Consulting, Inc. reserves the right to cease all work on this project until the payment of the balance is received in full.

If we suspend work because of nonpayment, we do not assume liability for any damages that may arise as a result of that suspension of work. In the event any action is brought to enforce the terms of payment identified above, the prevailing party shall be entitled to reasonable attorney fees and court costs.

Agreed and Accepted:

ECORP Consulting, Inc.:

City of Orland:

Tonni Clark

Peter R. Carr

By: Tonni Clark for Scott Friend
Title: Senior Environmental Planner
Date: 4 June 2020

By: Peter R. Carr
Title: City Manager
Date: 6-16-20

¹The cost estimate is based on time and materials and is valid for 90 days.

**CITY OF ORLAND
AGREEMENT FOR
ACCOUNTING SERVICES**

THIS AGREEMENT made and entered into this 8 day of Apr, 20, 2016 is by and between the City of Orland, hereinafter referred to as "CITY" and ROY R. SEILER, CPA, the firm, hereinafter referred to as "ACCOUNTANT."

RECITALS

WHEREAS, CITY desires to use the professional services of a qualified person to perform the duties and responsibilities of ACCOUNTANT for the CITY; and

WHEREAS, CITY, knowing that ACCOUNTANT is qualified and experienced, and has the specialized skills, to perform the accounting services required for the CITY, now wants to proceed with contracting with ACCOUNTANT, and ACCOUNTANT is ready, willing and able to perform such services for the CITY.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein the parties agree as follows:

SERVICES: ACCOUNTANT will provide to the CITY all necessary professional, administrative, and managerial services to perform the duties, and responsibilities of the Office of Accountant to the satisfaction of the CITY, as set forth below. Such services shall include, but not be limited to, the following:

Consult with staff and management, analysis account activity; reconcile the CITY's various bank accounts and cash funds including quarterly distribution of interest earned.

Review as to appropriateness, all adjustments to the general ledger other than those arising out of the normal accounting process.

Assist staff and management in the various functions of the CITY's accounting system.

Make journal entry adjustments as necessary in order to:

Bring the CITY's accounting records in conformity with Generally Accepted Accounting Principles.

Make corrections to the records.

Record transfers approved by the City Council and/or the City Manager.

Make interim and year-end adjustments as deemed necessary.

ACCOUNTANT will not perform managerial activities or participate directly in the decision making process. When called upon to provide data, that data will be based on historical figures and will be compiled without audit.

Some examples of regular procedures to be performed are:

- Monthly bank reconciliation of the checking account. Regular and annual reconciliation of all other CITY financial accounts.
- Record bank activity discovered during the bank reconciliation process.
- Record annual and periodic transfers approved by Council and/or the City Manager.
- Compute interest allocations to the various funds on a quarterly basis and make the necessary adjustments to the General Ledger.
- Prepare periodic reports, based on historical information, at the request of the City Administrator.
- Annually, make the necessary year-end adjustments in order for the CITY's records to be in conformity with generally accepted accounting principles.
- Other adjustments, corrections, as they come up based on source documents prepared by CITY staff and/or outside sources.
- Prepare annual reports as directed by the City Manager. Records are to be made available, upon request, to the City Manager who may review and question all activity as deemed necessary.
- Assist the outside auditor as necessary.

City Manager will:

- Assume responsibility for management decisions and functions, and for designating a competent employee to oversee any bookkeeping services or other services that the ACCOUNTANT provides. The City Manager is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The City Manager is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
- Approve the ACCOUNTANT to make adjustments as deemed necessary.
- Oversee the actions and activities of the ACCOUNTANT as deemed necessary.
- Not request management or other services that, in the opinion of the City Administrator or the ACCOUNTANT, would impair independence.
- Report immediately to the ACCOUNTANT at any time he feels independence may be impaired.

The activities relating to this engagement will not be construed as a substitute for the audit process. This engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, the ACCOUNTANT will inform CITY of any materials errors that come to his attention and any fraud or illegal acts that come to his attention, unless they are clearly inconsequential.

WORK DAYS AND HOURS: The ACCOUNTANT will work for the CITY on days and hours of his choosing, or at the request of the City Manager, as dictated by the need to accomplish the assigned tasks and such work will be performed at various locations in City Hall and in ACCOUNTANT's private office. The time involved will be variable and will be discussed as necessary and the City Manager maintains control to decrease, or request to increase, the time and functions deemed necessary. In addition, additional work may be requested by management to gather data, answer technical questions, and to prepare periodic reports.

COMPENSATION: CITY, for and in consideration of the covenants, conditions and stipulations of ACCOUNTANT set forth herein, hereby agrees to provide, as total compensation to ACCOUNTANT, the following:

- All time will be billed at the rate of \$111.00 per hour.
- Such hourly rate shall increase annually effective July 1 of each year. This rate increase shall be limited to the annual CPI increase for the year ending in April of each year and based upon the "CONSUMER PRICE INDEXES PACIFIC CITIES AND U.S. CITY AVERAGE ALL ITEMS INDEXES: U.S. CITY AVERAGE."
- Reimbursement shall be made for all reasonable out-of-pocket expenses, such as CITY approved conference costs. Reimbursement will also be made for mileage incurred at the current Federal rate.
- ACCOUNTANT's annual billings under this Agreement shall not exceed \$30,000.00, absent mutual written agreement.

TERM: This agreement shall be for an indefinite term and extends automatically from year to year thereafter on the same terms and conditions unless either party provides the other with notice of termination. Either party may terminate the Agreement by providing the other party not less than sixty (60) calendar days written notice of termination. The termination shall become effective upon the 60th or later designated day following delivery of written notice thereof. ACCOUNTANT shall be compensated for all services performed to the effective date of termination.

PERFORMANCE STANDARDS: ACCOUNTANT agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talent, perform all of the duties and functions that may be required of or from him pursuant to all terms of this Agreement in a manner reasonably satisfactory to the CITY, and in accordance with the standards reasonably expected of a professional person so engaged.

ACCOUNTANT AS INDEPENDENT CONTRACTOR: It is understood that ACCOUNTANT is an independent contractor. Contractor maintains an office separate from the CITY and performs accounting services for other clients in addition to CITY. CITY does not specify how ACCOUNTANT is to work but does specify the functions to be performed and approves or disapproves the final work product requested of ACCOUNTANT.

ENTIRE AGREEMENT; MODIFICATION: This Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by CITY or ACCOUNTANT other than those contained herein. No modification, alterations or variation in the terms of this Agreement shall be valid

unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.


Any notices required to be given, pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

1. To CITY: City Manager
 City of Orland
 815 Fourth Street
 Orland, CA 95963
2. To ACCOUNTANT: Roy Seiler, CPA
 201 C. North Tehama
 Willows, CA 95988


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

CITY OF ORLAND

ACCOUNTANT



Pete Carr, City Manager



Roy Seiler, CPA

City of Biggs
City of Corning
City of Orland
Seiler, Rate Computation:
Changes Take Affect: July 1

	Inflation Index	Rate Increase	Computed Rate	Rounded Rate
Base Rate, Established: June 27, 2006				90.00
Annual Increase, based on State's Inflation Estimate:				
2007-2008	4.42%	3.98	93.98	94.00
2008-2009	5.00%	4.70	98.70	98.00
2009-2010	0.62%	0.61	98.61	99.00
2010-2011	-2.54%	(2.50)	96.50	99.00
2011-2012	2.51%	2.42	101.42	99.00
2012-2013	3.77%	3.82	102.82	103.00
2013-2014	5.12%	5.26	108.26	108.00
2014-2015	-0.23%	(0.25)	107.75	108.00
2015-2016	3.82%	4.12	112.12	111.00
2016-2017	5.37%	6.02	117.02	118.00
2017-2018	3.69%	4.32	122.32	122.00
2018-2019	3.67%	4.49	126.49	126.00
2019-2020	3.85%	4.87	130.87	131.00
2020-2021	3.73%	4.88	135.88	134.00
2021-2022	5.73%	7.68	141.68	142.00

May 2021

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2021, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2021-22. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2021-22 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2021.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER

Director

By:

/s/ Erika Li

Erika Li

Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2021-22 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2021-22	5.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2021-22 appropriation limit.

2021-22:

Per Capita Cost of Living Change = 5.73 percent
Population Change = -0.46 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.73 + 100}{100} = 1.0573$

Population converted to a ratio: $\frac{-0.46 + 100}{100} = 0.9954$

Calculation of factor for FY 2021-22: $1.0573 \times 0.9954 = 1.0524$

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF ORLAND
AND JOHN FLEMING FOR
BUILDING INSPECTOR CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this 5th day of October 2021, is by and between the City of Orland, hereinafter referred to as "CITY," and John Fleming, an individual, hereinafter referred to as "CONSULTANT."

1. RECITALS

WHEREAS, CITY desires to use the professional services of a qualified building inspector to perform various duties and responsibilities for the City of Orland on a limited duration contract basis; and,

WHEREAS, CITY, knowing that CONSULTANT is qualified and experienced and has specialized skills to perform certain building inspection and code enforcement services critically needed by the CITY, hereby contracts with CONSULTANT, and CONSULTANT is ready, willing and able to perform such services for the CITY as its projects are presented to him on an independent contractor basis; and,

WHEREAS, CONSULTANT is a licensed building contractor and a licensed inspector, sets his working hours, and may, but is not required to utilize CITY equipment; and,

WHEREAS, CONSULTANT will not routinely any managerial or front counter attendance activities and CITY will not direct, control or supervise the daily work of CONSULTANT in regard to any projects he is working on, but will expect the end product to be completed to CITY's satisfaction; and,

WHEREAS, CONSULTANT acknowledges and understands that this is a contract for services performed as an independent contractor and that CONSULTANT is not being appointed to a part-time or full-time position within the CITY.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein the parties agree as follows:

2. AGREEMENT FOR SERVICES

CONSULTANT will provide to the CITY all necessary professional services to perform the duties and responsibilities of a building inspector and code enforcement officer on projects provided to him in the manner and method of his discretion and to do so to the satisfaction of the CITY, as set forth below. Such services shall include, but not be limited to the following:

A. Act as technical advisor to the City Manager and City Council on all building code inspection and enforcement matters.

B. Review/approve plans submitted for building permits ensuring compliance with applicable electrical, mechanical, plumbing, zoning, accessibility and other specialty codes and regulations of the City, County, State and Federal Agencies.

C. Perform building inspections of residential, commercial, mobile home installations and accessory buildings, and industrial buildings.

D. Exercise professional discretion in enforcement of compliance with Uniform Electrical, Plumbing, Mechanical and Building Codes, Ordinances and related laws.

E. Identify and ensure correction of deficiencies in construction work; prepare list of corrections; and issue notices of non-compliance as necessary.

F. Conduct public works construction inspections directly related to the enforcement of Construction Codes, Plans and Specifications.

G. Prosecute cases for non-compliance and testifies in court as necessary.

CITY MANAGER will:

A. Assume responsibility for CITY's administration and records related to projects provided to CONSULTANT.

B. Be the contact person in CITY for CONSULTANT with regard to projects provided to CONSULTANT, and function as Building Official.

C. Not request services that, in the opinion of the City Manager or CONSULTANT would impair CONSULTANT'S independent contractor status.

WORK DAYS AND HOURS: CONSULTANT will work for CITY on days and hours of his choosing on an "on-call" basis as dictated by the need to accomplish the tasks provided to him and such work will be performed at various locations in the City, in City facilities and in CONSULTANT's private residence or at other locations of CONSULTANT's choosing. Should Consultant need to meet with City Staff, he may schedule meetings in advance, and specifically indicate staff members he intends to meet with.

COMPENSATION: CITY, for and in consideration of the promises, covenants, conditions and stipulations of CONSULTANT set forth herein, hereby agrees to provide, as total compensation to CONSULTANT, the following:

A. CONSULTANT will provide the foregoing services at an hourly rate of \$48.00 and will submit monthly invoices to the CITY which will be paid within thirty (30) days of submittal; and

B. Reimbursement shall be made for all reasonable out-of-pocket expenses, such as long-distance phone charges, uniform shirts and ball caps, and the cost of any stationery or other such materials provided by CONSULTANT. CONSULTANT shall provide CITY with documentation for these out-of-pocket expenses prior to reimbursement, through receipts, invoices, bills or otherwise. These out-of-pocket expenses are not considered compensation under this Contract; however, should such costs be deemed compensation under any applicable law, CONSULTANT will forego reimbursement of the same with this bullet point deemed struck from the contract as null and void.

TERM: This Agreement shall begin on 1/1/2021 and shall continue until/unless either party provides the other with earlier notice of termination. Either party may terminate the Agreement by providing the other party not less than thirty (30) calendar days written notice of termination. The termination shall become effective upon the 30th or later designated day following delivery of written notice thereof. CONSULTANT shall be compensated for all services performed to the effective date of termination.

CONSULTANT AS INDEPENDENT CONTRACTOR: It is understood that CONSULTANT is an Independent Contractor. CONSULTANT maintains an office separate from the CITY and is entitled to perform planning services for other clients in addition to CITY. CITY does not specify or control how CONSULTANT is to work but does approve or disapprove the final work product requested of CONSULTANT. CITY and CONSULTANT agree that, in executing his responsibilities under this Agreement, (1) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work, both under this contract and the work in fact; (2) CONSULTANT performs work that is generally outside the CITY'S business operations; and (3) CONSULTANT is customarily engaged in this independently established trade.

INDEMNITY PROVISIONS: CONSULTANT agrees to indemnify, defend, and hold the CITY harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance caused by or performed by CONSULTANT, its agents, subcontractors, and/or employees. The obligations of this provision do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the CITY, its agents and/or employees.

COMMON LAW EMPLOYEE AND CalPERS PAYMENT: If CONSULTANT'S employment is found to be in violation of the retirement law and regulations and is unlawful employment that results in mandatory reinstatement from retirement, retroactive to the date the unlawful employment occurring. CONSULTANT will be required to reimburse CalPERS the amount of retirement allowance received during the period of unlawful employment and the member contributions that would have been paid to CalPERS. Such obligation is not the responsibility of CITY. CITY, however, would be required to pay the employer contributions plus interest owed retroactive to the reinstatement date, but nothing more.

ENTIRE AGREEMENT; MODIFICATION: This Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions

or obligations made or entered into by CITY or CONSULTANT other than those contained herein. No modification, alterations, or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Any notices required to be given, pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

City: Peter R. Carr, City Manager City of Orland
7815 Fourth Street
Orland, CA 95963

Consultant:

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

City of Orland

Building Inspector Consultant

Peter R. Carr, City Manager

John Fleming, Consultant

Approved as to form:

Gregory Einhorn, City Attorney

Attest:

Janet Wackerman, City Clerk