



SUPPLEMENTAL BENEFITS FUND

STEERING COMMITTEE

REGULAR QUARTERLY MEETING

Oroville City Hall – Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

JULY 28, 2021

2:00 PM

AGENDA

*This meeting may be broadcast remotely via audio and/or video conference at the following addresses:
Cole & Huber, LLP, 2261 Lava Ridge Court, Roseville, CA 95661, (916) 223-3434 Recordings - All meetings are recorded and
broadcast live on cityoforoville.org and YouTube.*

COVID-19 AND PUBLIC ACCESS AND PARTICIPATION

To view the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration. To prevent the spread of COVID-19 and to comply with the time limit regulations for individuals to provide comments to the Council, each device or phone number will only be allowed once per item. Multiple individuals may not share the same device to provide public comment.

To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>

To Provide Comment to the Council:

1. Email before the meeting by 12:00 PM your comments to publiccomment@cityoforoville.org
2. Join the meeting virtually via Zoom – Join Zoom Meeting
<https://zoom.us/j/98955919326?pwd=VTdwMHY0R0JCRjM4NWZhaVJLdkJaUT09>
Meeting ID: 989 5591 9326
Passcode: **419394**
3. Join the meeting by telephone (audio only):
Telephone: 1-669-900-6833
Meeting ID: 989 5591 9326
Passcode: **419394**
4. Attend in Person

To provide comment via zoom, you will need to use the raise hand function in Zoom. For those accessing the meeting from a computer or smartphone, that raise hand feature can be selected by clicking or tapping it. For members of the public utilizing a telephone (audio only) to access the meeting, you can use the raise hand feature when the item for which you desire to provide comment is called by pressing *9 on your keypad to raise your hand. When it is your turn to speak, you will be called upon by the last 4 digits of your phone number, if available.

If you would like to address the Committee at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. Council has established time limitations of two (2) minutes per speaker on all items. (California Government Code §54954.3(b)). Pursuant to Government Code Section 54954.2, the Commission is prohibited from taking action except for a brief response from the Commission or staff to statements or questions relating to a non-agenda item.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Committee Members (voting): Kent Fowler (Chairperson), FRRPD, David Pittman (Vice Chairperson), City of Oroville; Chuck Reynolds, City of Oroville; Shannon DeLong, FRRPD; Scott Thomson, City of Oroville

Advisory Members (non-voting): Committee Members Eric See, Kevin Dossey (alternate) - DWR; Jonathan Young - SWC, Steve Rothert, Dave Steindorf (alternate) - American Rivers; Mark Grover, Claudia Knaus (alternate) - Chamber of Commerce

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time to address the Committee about any item not listed on the agenda. If you wish to address the Committee on an item listed on the agenda, please follow the directions listed above.

CONSENT CALENDAR

1. APPROVAL OF THE MINUTES

The Committee may approve the minutes of the April 28, 2021 SBF Steering Committee Meeting

RECOMMENDATION

Approve the minutes of April 28, 2021.

2. QUARTERLY SBF ADMINISTRATIVE EXPENSES TO THE CITY OF OROVILLE

The City of Oroville, as SBF Fund Administrator, processed SBF expenses. These expenses are within the approved SBF 2020-2021 budget.

RECOMMENDATION

This report is informational only.

PRESENTATIONS / UPDATES

3. SBF Contract Amendment No.12

REGULAR BUSINESS

4. ESTABLISH SBF BUDGET FOR 2021-2022

The Committee will consider approving the SBF Budget in the amount of \$412,011.00 for fiscal year July 1, 2021, through June 30, 2022.

RECOMMENDATION

Approve 2021-2022 Budget

5. REQUEST FROM OROVILLE AREA CHAMBER OF COMMERCE FOR 2021 FUNDING

The Oroville Area Chamber of Commerce (Chamber) has requested consideration for funding in the amount of \$60,000 from the SBF.

RECOMMENDATION

Approve 2021 Chamber of Commerce Funding Agreement

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

DEPARTMENT OF WATER RESOURCES ADVISOR REPORT (Eric See)

STATE WATER CONTRACTORS ADVISOR REPORT

SBF PROGRAM SPECIALIST WRITTEN REPORT (Jordan Daley)

- 1.** SBF Program Specialist Written Report

CORRESPONDENCE

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF Staff for the October 27, 2021 Regular Quarterly Meeting.

ADJOURNMENT

The meeting will be adjourned. The next regular quarterly meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, October 27, 2021 at 2:00 p.m.

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



SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE REGULAR QUARTERLY MEETING

Oroville City Hall – Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**APRIL 28, 2021
MINUTES**

This agenda was posted on April 23, 2021 at 5pm. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER – The meeting was called to order at 2:03pm by Chairperson Fowler.

PLEDGE OF ALLEGIANCE – Led by Chairperson Fowler

ROLL CALL

PRESENT: Committee Members (voting): Kent Fowler (Chairperson), FRRPD, David Pittman (Vice Chairperson), City of Oroville; Chuck Reynolds, City of Oroville; Shannon DeLong, FRRPD;

ABSENT: Scott Thomson, City of Oroville

PRESENT: Advisory Members (non-voting): Committee Members Eric See, DWR; Johnathan Young - SWC, Mark Grover, Claudia Knas - Chamber of Commerce, Aaron Wright – State Parks

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Eric Smith spoke on Non-agenda items.

CONSENT CALENDAR

Motion by Committee Member Pittman and second by Committee Member Reynolds to approve the consent calendar excluding item 1. Motion passed.

- AYES: DeLong, Pittman, Reynolds, Fowler
- NOES: None
- ABSTAIN: None
- ABSENT: Thomson

2. OROVILLE AREA CHAMBER OF COMMERCE AGREEMENT NO. 3243-3 EXTENSION

The SBF Steering Committee extended No.3243-3 with Oroville Area Chamber of Commerce.

3. QUARTERLY SBF ADMINISTRATIVE EXPENSES TO THE CITY OF OROVILLE

The City of Oroville, as SBF Fund Administrator, processed SBF administration expenses in the amount of \$12,142.00 for January, February and March 2021. These expenses are within the approved SBF 2020-2021 budget. This item was for informational purposes only.

4. BIRDAGE THEATRE AGREEMENT EXTENSION

The SBF Steering Committee reopened and extended 2018 NOFA Agreements with Birdcage Theatre Inc.

5. APPROVAL OF THE MINUTES

The Committee approved the minutes of February 3, 2021.

1. VETERANS MEMORIAL AGREEMENT EXTENSION

The SBF Steering Committee considered changing the terms of 2018 NOFA Agreements with Oroville Veterans Memorial Park Committee.

Motion by Committee Member Reynolds and second by Committee Member DeLong to approve an amended extended agreement No. 3272.

AYES: DeLong, Pittman, Reynolds, Fowler
 NOES: None
 ABSTAIN: None
 ABSENT: Thomson

PRESENTATIONS / UPDATES

6. **SBF Contract Amendment #12 (100k)** – The committee received an update from Eric See
7. **2018 FRRPD Agreement 3271 Update** – The committee received an update on FRRPD contracts from Shawn Rohrabacher.
9. **2018 Veterans Memorial Agreement 3272 Update** – The committee received an update from PJ Shepard.
10. **2018 Feather River Center Agreement 3280 Update** – The committee received an update from Brad Long.
11. **Oroville Area Chamber of Commerce Update** – The committee received an update from Amber Marron.
12. **Oroville Downtown Business Association Update** – The committee received an update from Robin Zanon
13. **Community Enhancement Foundation Update** – No update provided.

REGULAR BUSINESS

14. 2021 PROJECT NOFA APPLICATIONS

The Supplemental Benefits Fund, Steering Committee reviewed applications and heard applicant presentations.

Motion by Committee Member Pittman and second by Committee Member Reynolds to approve all projects that were presented. Motion passed.

AYES: DeLong, Pittman, Reynolds, Fowler
 NOES: None
 ABSTAIN: None
 ABSENT: Thomson

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

DEPARTMENT OF WATER RESOURCES ADVISOR REPORT – The committee received an update from Eric See.

STATE WATER CONTRACTORS ADVISOR REPORT – No update provided.

SBF PROGRAM SPECIALIST WRITTEN REPORT

- 1. The committee received a written SBF Program Specialist Quarterly Report

CORRESPONDENCE

- 1. STAGE Agreement Closing Update

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

There were 0 items requested at this time.

ADJOURNMENT

Chairperson Fowler adjourned the meeting at 3:51pm.

APPROVED:

ATTESTED:

Chairperson Kent Fowler

Assistant City Clerk Jackie Glover

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: JORDAN DALEY, SBF PROGRAM SPECIALIST
BILL LAGRONE, SBF FUND ADMINISTRATOR**

**RE: QUARTERLY SBF ADMINISTRATIVE EXPENSES TO THE CITY
OF OROVILLE**

DATE: July 28, 2021

SUMMARY

The City of Oroville, as SBF Fund Administrator, processed SBF expenses. These expenses are within the approved SBF 2020-2021 budget.

DISCUSSION

The expenses are within the guidelines of Contract # 460007302, Exhibit A, Attachment 1, Page 10 "...administrative duties include, but are not limited to, activities associated with management of the Fund." All expenses stayed within the approved 2020-2021 approved SBF budget.

FISCAL IMPACT

All expenses stayed within the approved 2020-2021 Administrative Budget of \$92,000. Which is now closed.

RECOMMENDATION

This report is informational only.

ATTACHMENTS

Budget to Actual Expenses Analysis

**Supplemental Benefits Fund (SBF)
Revenues and Expenditures
Fiscal Year 2020-2021**

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>	<u>Total</u>
Revenues													
DWR Settlement Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	579	-	4,406	-	-	2,560	-	-	1,545	-	-	899	9,988
Total Revenues	<u>\$ 579</u>	<u>\$ -</u>	<u>\$ 4,406</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,560</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,545</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 899</u>	<u>\$ 9,988</u>
Expenses													
Salary & Benefits	3,819	1,437	1,886	2,392	1,914	9,573	4,545	3,541	4,056	5,166	4,558	4,238	47,125
Office Supplies		52	9	21	121	6	3						212
Grants	36,922	110,467	51,006	223,631	122,198	98,723	6,291	23,496	112,908	46,763	255,583	3,388	1,091,376
Outside services			3,390	1,260	2,760		514	120					8,044
Cost Allocation						2,500						2,500	5,000
Total Expenses	<u>\$ 40,741</u>	<u>\$ 111,956</u>	<u>\$ 56,291</u>	<u>\$ 227,304</u>	<u>\$ 126,993</u>	<u>\$ 110,802</u>	<u>\$ 11,354</u>	<u>\$ 27,157</u>	<u>\$ 116,964</u>	<u>\$ 51,928</u>	<u>\$ 260,141</u>	<u>\$ 10,126</u>	<u>\$ 1,151,757</u>

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE STAFF REPORT

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: JORDAN DALEY, SBF PROGRAM SPECIALIST
BILL LAGRONE, SBF FUND ADMINISTRATOR**

RE: ESTABLISH SBF BUDGET FOR 2021-2022

DATE: JULY 28, 2021

SUMMARY

The Committee will consider approving the SBF Budget in the amount of \$412,011.00 for fiscal year July 1, 2021, through June 30, 2022.

DISCUSSION

In 2007 the City of Oroville and the Supplemental Benefits Fund Steering Committee approved a position to fulfill the needs. The position was filled June 23, 2008 as part of a full-time position that the City of Oroville established. The position initially was titled SBF/RDA Coordinator with an appropriate job description and non-exempt salary classification. In 2012, the position was reclassified to a 20hr per week Program Specialist, an exempt from overtime position. In 2018 the position became full-time.

The recommended 2021 – 2022 SBF Budget of \$412,011.00 includes SBF Program Specialist 20 hours per week/salary and benefits; advertising, office supplies, other supplies, grants, outside services, telecommunications and interfund transfers.

FISCAL IMPACT

Establishes a budget for the current fiscal year (07.01.2021 – 06.30.2022); funding is available from the 2021 unencumbered SBF balance.

RECOMMENDATION

Approve 2021-2022 Budget

ATTACHMENTS

2020-2021 approved budget
Proposed 2021-2022 budget

Supplemental Benefits Fund (SBF)
Budget to Actual Expense Analysis 2020-2021

<u>Account Title</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget Variance</u>
Salary & Benefits	92,017	47,125	44,892
Advertising	500	-	500
Office Supplies	2,000	212	1,788
Other Supplies	3,166	-	3,166
Grants	1,600,000	1,091,890	508,110
Outside Services	-	7,530	(7,530)
Telecommunications	350	-	350
Interfund Transfers	5,000	5,000	-
Totals:	<u>1,703,033</u>	<u>1,151,757</u>	<u>551,276</u>

Supplemental Benefits Fund (SBF) Budget to Actual Expense Analysis 2021-2022

Account Title	Budget	YTD Actual	Budget Variance
Salary & Benefits	51,511		51,511
Advertising	500		500
Office Supplies	2,000		2,000
Other Supplies	3,000		3,000
Grants	350,000		350,000
Outside Services	-		-
Telecommunications	-		-
Interfund Transfers	5,000		5,000
Totals:	412,011	-	412,011

-

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE STAFF REPORT

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS
FROM: JORDAN DALEY, PROGRAM SPECIALIST
RE: REQUEST FROM OROVILLE AREA CHAMBER OF COMMERCE
FOR 2021 FUNDING
DATE: JULY 28, 2021

SUMMARY

The Oroville Area Chamber of Commerce (Chamber) has requested consideration for funding in the amount of \$60,000 from the SBF.

DISCUSSION

The attached request details how the funds would be utilized to continue and expand the program of work at the community's tourism and communication center. Funds would be used to promote the Historic Downtown District using multiple resources of Digital Marketing. The Chamber received a previous allocation for this purpose in 2019 and received an extension on funds at the April 28th meeting.

FISCAL IMPACT

Decrease SBF fund balance by \$60,000.00

RECOMMENDATION

Approve 2021 Chamber of Commerce Funding Agreement

ATTACHMENTS

Request Letter
Activities Budget



Scott Thompson, Chairperson
Supplemental Benefits Fund
1735 Montgomery Street
Oroville, CA 95965

July 21, 2021

Dear Scott,

The Oroville Area Chamber of Commerce has been the lead agency for communication within and promotion of the community of Oroville for over 100 years. In years past, part of this effort was funded by the City of Oroville, however the city is not able to provide funding for this endeavor. Fortunately, the Supplemental Benefits Fund provided by the Department of Water Resources has stepped in for the last several years and provided funding for the Chamber to continue as the primary organization for all tourism related matters, including printed media, billboard advertising, digital marketing, and through the Visitor Center providing a physical location where tourism and community related information can be disseminated.

The SBF Settlement Agreement will not become a reality until the new licensing of the Oroville Dam, Project 2100, is accomplished, and at that time the Chamber will be provided with a fixed stipend of \$60,000 per year for tourism related activities. In the meanwhile the Department of Water Resources has provided good faith funding through the SBF under the categories of "Projects" and "Marketing and Community Benefit". The Chamber's request falls under the latter category.

The Chamber's current SBF contract ends on August 31, 2021, but its scope of work as the community's go-to organization does not end there. With that in mind, Chamber staff has prepared a plan and a budget and is requesting a new contract for the time period of September 1, 2021 to August 31, 2022. The request is for \$60,000 to continue and expand the program of work as the community's tourism and communication center. A marketing plan and budget are provided with this request and we respectfully ask for your support in the continuing mission to tell the world about the gold mine of a town in which we live: Oroville, California.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Amber Miland".

Amber Miland
Communications Director

**AGREEMENT BETWEEN
CITY OF OROVILLE AND THE
OROVILLE AREA CHAMBER OF COMMERCE**

(Supplemental Benefits Fund Agreement No. 3243-3)

THIS AGREEMENT is entered into as of September 1, 2021, between the City of Oroville ("City") and the Oroville Area Chamber of Commerce ("Grantee"). City, as the Fund Administrator of the Supplemental Benefits Fund, and Grantee hereby agree as follows:

RECITALS

- A Pursuant to the provisions of standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee a grant of \$60,000 to provide funding for the purpose of tourism marketing for the Oroville Region for a 12-month period as described in, Exhibit A attached to this Agreement.
- B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee as financing for the activities described in Exhibit A. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in, this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Activities.
 2. **Grant Amount.** Subject to City receiving funds from DWR, City shall provide a grant in the amounts for the Activities as shown in Exhibit B, which shall not exceed the total amount of \$60,000 to Grantee for the sole purpose of assisting with the Activities described in, Exhibit A.

3. **Term of Agreement.** The term of this Agreement will begin on September 1, 2021 and shall terminate on August 31, 2022. The term of this Agreement may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

4. **Incorporation of Provisions.** This Agreement incorporates:

- Exhibit A Activities
- Exhibit B Budget
- Exhibit C Standard Provisions
- Exhibit D Insurance Requirements

5. **Grantees Responsibilities:**

A Grantee shall implement work on the Activities as specified in, the Budget set forth in Exhibit B.

B. Grantee shall implement and manage the Activities. Grantee shall provide any additional financing to complete the Activities when the costs exceed the amount allocated for a particular Activity. City's approval of the Activities is solely for the purpose of proper administration of grant funds by City and shall not be deemed to relieve Grantee of or restrict its responsibility for the Activities.

6. **Activity Manager:**

The Activity Manager for Grantee is:

Amber Marron, Communications Director, Oroville Area Chamber of Commerce

Grantee hereby delegates authority to the Activity Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and

administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee, which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

City of Oroville
 SBF Administrator
 1735 Montgomery Street
 Oroville, California 95965

Notices by Grantee's Activity Manager shall be sent to:

City of Oroville
 Supplemental Benefits Fund
 1735 Montgomery Street
 Oroville, CA 95965

Notices by City shall be sent to:

Amber Marron, Communications Director
 Oroville Area Chamber of Commerce
 1789 Montgomery Street
 Oroville, CA 95965

7. **Contracts.** Grantee shall not enter into any contracts, or amendments relating to implementation of the Event Coordinator without the prior written approval of the City and the SBF Steering Committee.
8. **Monthly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Activities for the previous months for review and approval by City,

SBF Program Specialist. The quarterly reports shall be provided to the SBF Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize appropriate expenditures, personnel hours and itemize completed activities, on-going activities, copies of contracts with third parties, and problems to be resolved. Expense reimbursement reports shall include a detailed description of work performed on the Activities. The Activities expense reports shall also include, but not be limited to, contractors and vendor invoices, employee time sheets, receipts for equipment and supplies, and true-up of actual expenses versus Activities expenses.

9. **Activities Oversight.** During the administration of this Agreement, City may require Grantee to provide technical, financial, justifications, and other relevant information and resources to ensure the Activities are being carried out in accordance with this Agreement.

10. **Method of Payment.** All payments from City to Grantee shall be as **reimbursement for actual expenditures** by Grantee relating to carrying out the Activities in accordance with this Agreement. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion of the work, proof of payment, including canceled checks, and original invoices for the work. Within fifteen (15) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, payment will be made. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement.

11. **Final Written Report.** Upon completion of each of the approved Activities, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a summary of the planning work and techniques used, (2) a description of and itemized accounting for the

completed Activities, (3) an analysis of the techniques used, (4) the recreational and economic benefits of the activity to the Oroville Region.

The report shall include a complete list of all the costs of the activity and proof of payment of such costs, photographs of the activity and shall include photographs of community participation in the activity. Followed by a presentation to the SBF Steering Committee at the next regularly scheduled meeting of the SBF Steering Committee.

12. **Activities and Budget.** Activities (Exhibit A) and the Budget (Exhibit B) are designated for funding by City; and adjustments to these exhibits must be presented for approval.
13. **Insurance.** Before and during the Activities, Grantee shall obtain and maintain the insurance coverage's set forth in Exhibit D.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

OROVILLE AREA CHAMBER OF COMMERCE

By: _____
Chuck Reynolds, Mayor

By: _____
Richard Smith, Chairman of the Board

By: _____
Scott Thomson, SBF Chairperson

By: _____
Michael Phulps, Treasurer

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
Jackie Glover, City Clerk

- Attachments: Exhibit A - Activities
- Exhibit B - Budget
- Exhibit C - Standard Provisions
- Exhibit D - Insurance Requirements

EXHIBIT A

**CORRESPONDENCE FROM THE OROVILLE AREA CHAMBER OF COMMERCE
RECEIVED APRIL 10, 2021**

Grantee shall provide financial assistance and promotion for the following activities (events) which are intended to provide a, economic stimulus through tourism promotion to benefit the Oroville Region:

EXHIBIT B ACTIVITIES BUDGET

OROVILLE AREA CHAMBER OF COMMERCE
SBF ACTIVITIES BUDGET 2021-2022

ACTIVITIES	BUDGET
	\$5,000.
<p>WEBSITE: The Visit Oroville page will be continued to be maintained with new content added to the various pages.</p>	
	\$10,000.
<p>DIGITAL MARKETING Social Media: Create and maintain associated tourism related social media presence based on best practices in social media including video and blogs. Drip Email Marketing: Send out emails to segmented markets based on user selected interests. Blogs: Create blogs on the website featuring recreation and community events.</p>	
	\$30,000.
<p>DIGITAL AND PRINT ADVERTISING Billboards: Two monthly outdoor digital displays of pertinent community information including, but not limited to, activities, events and special events. Includes development and production of board materials. Advertising: We will be working with community partners to create video, digital and print advertisements to promote tourism in the community.</p>	
	\$15,000.
<p>VISITOR SERVICE: The Chamber will continue to disseminate tourism information (i.e. phone calls, emails, mailings, walk-ins and visitor packets) on the recreational and tourism opportunities of Oroville and re-print existing, non-specified tourism brochures.</p>	
TOTAL:	1\$60,000.

EXHIBIT C STANDARD PROVISIONS

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Activities. Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Activities, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 and 1770 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Thereafter, within thirty (30) days, Grantee and City shall select a disinterested third person as mediator and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

EXHIBIT D INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

At no additional cost to City, Grantee, its employees or Grantee's Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Grantee's employees or contractors.

A. MINIMUM SCOPE OF INSURANCE:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation as required by the State of California and Employer's Liability Insurance.

B. **MINIMUM** LIMITS OF INSURANCE:

Grantee or Grantee's employees or Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Activities/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: \$1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers

D. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage.

- a. The City, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Grantee, its employees or Grantee's Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Grantee, its employees or Grantee's Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee, its employees or Grantee's Contractor's insurance, or as a separate owner's policy.
- b. For any claims related to the Activities, the Grantee, its employees or Grantee's Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after **thirty (30)** days' prior written notice by certified mail, return receipt requested, has been given to the City.
- d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an contract to indemnify the additional insured

2 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

F. VERIFICATION OF COVERAGE:

Grantee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

G. SUBCONTRACTORS:

Grantee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON & COMMITTEE MEMBERS

**FROM: JORDAN DALEY, PROGRAM SPECIALIST
BILL LAGRONE SBF FUND ADMINISTRATOR**

RE: SBF UPDATE

DATE: JULY 28, 2021

1. SBF FINANCIAL SUMMARY

The SBF currently has:

- Current Account Balance: \$1,184,574
- 2021 NOFA \$294,073

2. SBF PROGRAM SPECIALIST SUMMARY OF ACTIVITIES:

The SBF Program Specialist returned from Family Leave on November 18th. Continues to dedicate 20hr a week to SBF related activities.

**OPEN GRANTS:
2018 NOFA**

- FRRPD
 - Nelson Pool:
 - Brad Freeman Trail
- Veterans Memorial Park
- Birdcage Theatre
- Feather River Center

Tourism Marketing

- Chamber of Commerce

Event Coordinator

- Upstate Community Enhancement Foundation
- ODBA
- Chamber of Commerce

2020 NOFA

- STAGE
- ODBA
- Rotary

- YMCA
- Veterans Memorial Park

Handouts at Meeting 07.28.21



Kent Fowler, Chairperson
Supplemental Benefits Fund
1735 Montgomery Street
Oroville, CA 95965

July 21, 2021

Dear Kent,

The Oroville Area Chamber of Commerce has been the lead agency for communication within and promotion of the community of Oroville for over 100 years. In years past, part of this effort was funded by the City of Oroville, however the city is not able to provide funding for this endeavor. Fortunately, the Supplemental Benefits Fund provided by the Department of Water Resources has stepped in for the last several years and provided funding for the Chamber to continue as the primary organization for all tourism related matters, including printed media, billboard advertising, digital marketing, and through the Visitor Center providing a physical location where tourism and community related information can be disseminated.

The SBF Settlement Agreement will not become a reality until the new licensing of the Oroville Dam, Project 2100, is accomplished, and at that time the Chamber will be provided with a fixed stipend of \$60,000 per year for tourism related activities. In the meanwhile the Department of Water Resources has provided good faith funding through the SBF under the categories of "Projects" and "Marketing and Community Benefit". The Chamber's request falls under the latter category.

The Chamber's current SBF contract ends on August 31, 2021, but its scope of work as the community's go-to organization does not end there. With that in mind, Chamber staff has prepared a plan and a budget and is requesting a new contract for the time period of September 1, 2021 to August 31, 2022. The request is for \$60,000 to continue and expand the program of work as the community's tourism and communication center. A marketing plan and budget are provided with this request and we respectfully ask for your support in the continuing mission to tell the world about the gold mine of a town in which we live: Oroville, California.

Thank you for your time and consideration in this matter.

Sincerely,

Amber Miland
Communications Director

1789 Montgomery St Oroville, CA 95965