



SUPPLEMENTAL BENEFITS FUND

STEERING COMMITTEE

REGULAR QUARTERLY MEETING

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

OCTOBER 27, 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
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PUBLIC ACCESS AND PARTICIPATION

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To View or Listen to the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Join the meeting virtually via Zoom
<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

To Provide Comment to the Council:

1. Email before the meeting by 12:00 PM your comments to publiccomment@cityoforoville.org
4. Attend and comment in person

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, FRRPD, David Pittman (Vice Chairperson), City of Oroville; Chuck Reynolds, City of Oroville; Shannon DeLong, FRRPD; Scott Thomson (Chairperson), 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 July 28, 2021

RECOMMENDATION

Approve the minutes of July 28, 2021.

PRESENTATIONS / UPDATES

2. SBF Background - DWR
3. Feather River Recreation and Parks District Update
4. Birdcage Theatre Update
5. Feather River Center Update
6. Chamber of Commerce Update
7. Veterans Memorial Park Update
8. Oroville Downtown Business Association Update

REGULAR BUSINESS

9. FEATHER RIVER CENTER AGREEMENT NO. 3280 AMENDMENT

The SBF Steering Committee will receive updated information regarding the 2018 NOFA Agreement No. 3280 with Feather River Center (FRC) and consider a contract extension.

RECOMMENDATION

Extend Agreement No.3280

10. LETTER IN SUPPORT OF THE TWELFTH (12th) AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT

The Committee may consider the letter of request to issue the 12th Amendment to the Supplemental Benefits Fund (SBF) Implementation Agreement between the City of Oroville, as Fund Administrator of the SBF, and the State of California Department of Water Resources extending the term until July 20, 2022.

RECOMMENDATION

Approve letter of request; or

Provide staff direction

11. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR SBF PROGRAM SPECIALIST SERVICES

The Committee may provide direction to the City Administrator to release a Request for Proposal (RFP) for SBF Program Specialist services.

RECOMMENDATION

Authorize staff to release a Request for Proposal for SBF Program Specialist Services for the City of Oroville

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

1. **DEPARTMENT OF WATER RESOURCES ADVISOR REPORT** (Eric See)
2. **STATE WATER CONTRACTORS ADVISOR REPORT**
3. **SBF PROGRAM SPECIALIST WRITTEN REPORT** (Jordan Daley)

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF Staff for the next 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, January 26, 2022 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

**JULY 28, 2021
MINUTES**

This agenda was posted on July 23, 2021 at 5:30pm. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER – Chairperson Fowler opened the meeting at 2:00pm.

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; Scott Thomson, City of Oroville. **Advisory Members (non-voting):** Committee Members Eric See - DWR; Jonathan Young – SWC, Claudia Knaus (alternate) - Chamber of Commerce

STAFF PRESENT: Fund Administrator Bill LaGrone, Program Specialist Jordan Daley, Finance Director Ruth Wright, Assistant City Clerk Jackie Glover, Senior Administrative Assistant Cecilia Carmona.

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

There were 0 speakers on non-agenda items. There was one public speaker on agenda items – Ana – Item 5.

CONSENT CALENDAR

Motion by Committee Member Thomson second by Committee Member Reynold to pull item 2 from the consent calendar and adopt. Motion passed.

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

1. APPROVAL OF THE MINUTES

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

2. QUARTERLY SBF ADMINISTRATIVE EXPENSES TO THE CITY OF OROVILLE

Motion by Committee Member Thomson and second by Committee Member Reynolds to accept the report of Quarterly SBF administrative expenses. Motion passed.

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

ABSENT: None

PRESENTATIONS / UPDATES

- 3. SBF Contract Amendment No.12 – Eric See provided an update to the committee.

REGULAR BUSINESS

4. ESTABLISH SBF BUDGET FOR 2021-2022

The Committee considered approving the SBF Budget in the amount of \$412,011.00 for fiscal year July 1, 2021, through June 30, 2022. The committee directed staff to bring this item back to the committee in two weeks.

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.

Motion by Committee Member Thomson and second by Committee Member Reynolds to postpone this item to the next meeting in two weeks. Motion passed.

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

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

DEPARTMENT OF WATER RESOURCES ADVISOR REPORT – Eric See provided an update.

STATE WATER CONTRACTORS ADVISOR REPORT – No updates or reports

SBF PROGRAM SPECIALIST WRITTEN REPORT - SBF Program Specialist Written Report was provided to council.

CORRESPONDENCE - None

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The committee set a special meeting for August 10th at 2pm.

ADJOURNMENT

Chairperson Fowler adjourned the meeting at 3:16pm.

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: FEATHER RIVER CENTER AGREEMENT NO. 3280 AMENDMENT

DATE: OCTOBER 27, 2021

SUMMARY

The SBF Steering Committee will receive updated information regarding the 2018 NOFA Agreement No. 3280 with Feather River Center (FRC) and consider a contract extension.

DISCUSSION

On January 16, 2019 the SBF Steering Committee approved a NOFA request from Feather River Center (FRC) in the amount of \$300,000 from the Project Fund for construction elements at the Forebay Aquatic Center in Oroville, CA. Feather River Center has requested that the agreement be extended until December 30, 2022 by the SBF Steering Committee.

FISCAL IMPACT

None

RECOMMENDATION

Extend Agreement No.3280

ATTACHMENTS

Feather River Center's Request for Extension Letter
Amendment to Agreement No. 3280



October 13, 2021

To: Honorable SBF Steering Committee Members,

I am writing on behalf of the Feather River Center to request an extension of our remaining grant funds of \$26,931.66 (agreement #3280). We would like the extension of these funds to go until December 30, 2022. Our commitment to serving the Oroville and Butte County communities with both recreational and educational opportunities, as well as promoting economic development through increased visitation remains unchanged.

The 2021 season was challenging with Covid and smoke closures. We would like to pursue our current projects into next year as we were unable to acquire materials and State Parks put a hold on our camp site project due to short staffing.

Thank you for your consideration of this extension request. We are happy to provide more information if needed.

Respectfully,

A handwritten signature in black ink, appearing to read 'Bradley Cooke', is written over a horizontal line.

Bradley Cooke / Executive Director

AMENDMENT TO AGREEMENT NO. 3280 BETWEEN THE CITY OF OROVILLE AND FEATHER RIVER CENTER (FRC) FOR DEVELOPMENT AND EQUIPMENT PURCHASES FOR THE FEATHER RIVER CENTER AT THE NORTH FOREBAY IN OROVILLE, CALIFORNIA (PROJECT)

This Third Amendment dated October 27, 2021 is to Agreement No. 3280 between the City of Oroville ("City") as the Supplemental Benefits Fund Administrator and FRC ("Grantee").

In consideration of the terms and conditions herein, the City and FRC agree that Agreement No. 3280 shall be amended as follows:

- 1. The date of termination of the agreement as outlined in Section 3 of the Agreement is extended to December 30, 2022, or upon completion of the Project, whichever occurs first.
- 2. Conflicts between the Agreement and the First Amendment shall be controlled by this First Amendment. All other provisions within Agreement No. 3280 shall remain in full force and effect.

CITY OF OROVILLE

FEATHER RIVER CENTER

By: _____
Chuck Reynolds, Mayor

By: _____
Brad Cooke, Executive Director

By: _____
Rich Briggs, Board President

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: CHAIRPERSON AND COMMITTEE MEMBERS

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

**RE: LETTER IN SUPPORT OF THE TWELFTH (12TH) AMENDMENT TO THE
SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT**

DATE: OCTOBER 27, 2021

SUMMARY

The Committee may consider the letter of request to issue the 12th Amendment to the Supplemental Benefits Fund (SBF) Implementation Agreement between the City of Oroville, as Fund Administrator of the SBF, and the State of California Department of Water Resources extending the term until July 20, 2022.

DISCUSSION

On February 4, 2019, staff was contacted by DWR regarding the renewal of DWR Agreement No. 460007302. Annually DWR has amended the Agreement for a one-year period pending the final approval of FERC Project No. 2100. DWR has requested that the City issue a letter in support of the twelfth (12th) amendment of the Standard Agreement which will extend the term for twelve (12) additional months. The terms of the original agreement and the terms of each of the previously approved amendments will remain in place unchanged.

FISCAL IMPACT

There is no fiscal impact

RECOMMENDATION

Approve letter of request

Provide staff direction

ATTACHMENTS

Letter of Support
Appendix B, Exhibit A, Attachment 1 (page 4 of 10)



CITY OF OROVILLE
1735 MONTGOMERY STREET • OROVILLE, CA 95965-4897

530-538-2518
Fax 530-538-2468

October 13, 2021

Mark Hafner, Manager
Oroville Field Division
California Department of Water Resources
460 Glen Drive
Oroville, CA 95966

Dear Mark,

I am in receipt of the request to extend agreement number 4600007302 from its original sunset date of June 30, 2020 to June 30, 2022. As the Fund Administrator, I have been directed by the City Council of the City of Oroville to request DWR to honor the original spirit of the settlement agreement and provide additional funding to the Supplemental Benefit Fund (SBF) during the timeframe of the requested contract extension or until the FERC license is issued.

Appendix B, Section E of the contract identifies DWR's commitment to establish the SBF allocations. Appendix B, Sections (E) 2.0 and 4.0 of the agreement identifies distribution of funds. The Original contract with DWR assumed distribution of those funds would commence on or before June 30, 2011. Therefore, the City of Oroville believes that any extension of the contract should include a financial component to bridge the financial gap between the termination of the existing SBF agreement and issuance of the FERC license.

The City of Oroville requests DWR distribute amounts identified in Appendix B, Section (E) 4.1 by June 30, 2022 and provide another appropriation equal to that identified in Appendix B, Section (E) 4.1 by June 30, 2023. The City of Oroville and the SBF have a significant relationship with both the California Department of Water Resources and the State Water Contractors.

Best regards,

Bill LaGrone
City Administrator

Attachment: Appendix B, Exhibit A, Attachment 1 (page 4 of 10)

APPENDIX B

Measures Agreed to Among the Parties But Not to be Included in New Project License

Section B100. Project Supplemental Benefits Fund

A. General Provisions

- 1.0 The parties agree that their intent in establishing the Project Supplemental Benefits Fund (Fund) is to:
 - 1.1 Allow the benefits of the Oroville Facilities to be extended into the local communities in the vicinity of the FERC boundary in a manner consistent with DWR's authority to provide such benefits through operation of the State Water Project (SWP).
 - 1.2 Create benefits for the parties that are in concert with and do not conflict with the actions taken by DWR pursuant to the new FERC license issued for the Oroville Facilities and the Settlement Agreement.
- 2.0 If a significant representation from the local community, as determined by DWR, enters into the Settlement Agreement, then DWR shall establish and maintain the Fund, as further provided herein.

B. Fund Usage and the Oroville Facilities Boundary

- 1.0 Subject to subsection 2.0 below, the Fund shall be used solely to support projects that are selected in accordance with Section D or as otherwise provided herein and that supplement the benefits provided by the Oroville Facilities, but which are located outside of the Oroville Facilities' boundary.
- 2.0 At DWR's sole discretion and subject to FERC approval, the Fund may be used to support projects located within the Oroville Facilities' boundary, but which are not within the jurisdiction of FERC, i.e., a non-project use of project lands. Any such use of the Oroville Facilities' lands shall be subject to such terms and conditions as DWR and/or FERC deems appropriate.

C. Fund Administrator

- 1.0 Upon the effective date of the Settlement Agreement and subject to its execution of such agreement, the City of Oroville shall be designated as and assume the duties of Fund Administrator. If the City does not execute

the Settlement Agreement or withdraws from the Settlement Agreement, then DWR shall consult with other signatories and designate a different Fund Administrator.

- 2.0 The Fund Administrator shall use its internal protocols to formally designate a person within its organization to serve as the responsible person for performance of all such administrative duties required to ensure the orderly and efficient operation of the Fund. Such person, or successor thereto, will serve as the principal liaison with DWR during the establishment and operation of the Fund and will be fully authorized by the Fund Administrator to undertake actions on all administrative matters specified in the Fund Implementation Agreement.
- 3.0 As delineated further herein, the principal duties of the Fund Administrator shall consist of:
 - 3.1 Convening meetings and implementing the decisions of a Fund Steering Committee in accordance with Section D;
 - 3.2 Performing grant funding tasks in accordance with Section F;
 - 3.3 Developing a regional Fund Strategic Plan in accordance with Section G; and
 - 3.4 Entering into a Fund Implementation Agreement with DWR and discharging obligations thereto, in accordance with Section H.

D. Fund Steering Committee

- 1.0 Within six months of assumption of duties by the Fund Administrator, a Fund Steering Committee composed of five voting members and three advisory members, selected in accordance with subsection 2.0 below, shall be convened by the Fund Administrator to provide direction regarding proposed projects to be funded through the Fund.
- 2.0 The voting members of the Steering Committee shall be composed of the following publicly elected officials:
 - 2.1 three members from the Oroville City Council; and
 - 2.2 two members from the Board of Directors of the Feather River Recreation and Parks District.

The members of the Steering Committee will be selected by the appropriate governing body at the beginning of each calendar year and will serve one year terms, except that the initial term will be one year plus

the time from the date the initial member(s) are selected to the beginning of the next calendar year.

- 3.0 If one or more of the local agencies named in subsection 2.0 above fail to execute the Settlement Agreement, then DWR shall consult with the Fund Administrator and other local governmental agency signatories to determine an appropriate replacement agency(s), if any, for the non-signing agency(s).
- 4.0 DWR will participate on the Steering Committee in a non-voting advisory role.
- 5.0 Subject to their execution of the Settlement Agreement, the following stakeholders may, at their discretion, become non-voting advisory members of the Steering Committee:
 - 5.1 the State Water Contractors (SWC),
 - 5.2 the Oroville Area Chamber of Commerce, and
 - 5.3 American Rivers.
- 6.0 The Steering Committee shall be the sole decision-maker, through majority vote of its members, for purposes of adopting the Fund Strategic Plan, selecting proposed projects eligible for funding, and determining the level of funding appropriate for such projects. If the majority vote on any given measure or action results solely from the votes of a single agency, a majority plus one vote will be required for approval of the measure or action.
- 7.0 At the first meeting of the Steering Committee, a Chair will be elected to provide for the orderly performance of Steering Committee functions. Thereafter, the Steering Committee will elect a new chair annually. No member agency of the Steering Committee shall serve as Chair for more than two consecutive years.
- 8.0 At the first meeting of the Steering Committee, the Fund Administrator shall propose written procedures governing committee and membership activities for consideration and adoption by the Steering Committee. In no event shall such procedures conflict with or modify any provision of the Settlement Agreement; provided, however, that members may be added to the Steering Committee upon unanimous vote of the voting members of the Steering Committee, provided they were among the original signatories to the Settlement Agreement and written concurrence of DWR.
- 9.0 Principal duties of the Steering Committee will consist of:

- 9.1 facilitating administration of the Fund in a manner consistent with the prudent use of public funds for public purposes;
 - 9.2 adopting the Fund Strategic Plan;
 - 9.3 selecting proposed projects eligible for funding; and
 - 9.4 determining the level of funding appropriate for such projects.
- 10.0 The Steering Committee will hold public meetings as necessary, but no less than annually, to take action on:
- 10.1 development and adoption of the regional Fund Strategic Plan pursuant to Section G;
 - 10.2 review and approval of proposed projects to be funded that meet the criteria of the Fund Strategic Plan;
 - 10.3 approval of the level of funding for approved projects; and
 - 10.4 election of a new chair.

E. DWR Commitment to Establish and Maintain Fund

- 1.0 Subject to the DWR determination required under Section A(2.0), DWR shall establish the Fund that will provide up to \$61,270,000 of unescalated funds, with a combination of initial payments and annual payments as provided below.
- 2.0 After the executed Settlement Agreement is approved by the Department of Finance, the first \$1,935,000 of these funds will be made available in accordance with an annual schedule to be determined by the Fund Administrator in consultation with the Steering Committee. Payments shall be made in arrears upon invoice by the Fund Administrator to DWR of actual expenses up to the total \$1,935,000.
- 3.0 The second \$4,135,000 of these funds, as well as any unexpended funds from those made available pursuant to Section E(2.0), will be transferred as a lump sum to the Fund Administrator upon acceptance by DWR of a new license for the Oroville Facilities with terms and conditions that are consistent with and substantially similar to the provisions set forth in the Settlement Agreement.
- 4.0 DWR shall provide the following unescalated annual payments, as appropriate for the new license term, to the Fund Administrator by June 30

of each year beginning with the first year following DWR acceptance of a new license:

- 4.1 fifty year term: \$1,000,000 per year;
 - 4.2 forty-five year term: \$900,000 per year;
 - 4.3 forty year term: \$800,000 per year.
 - 4.4 For any license term less than forty years, DWR shall use its discretion to determine the annual payment, if any, which, at a minimum, shall be less than the amount listed in section 4.3 above.
- 5.0 The Fund also includes \$3,000,000 that DWR has already committed to Riverbend Park pursuant to an agreement with Feather River Recreation and Parks District, dated September 26, 2002, and an additional \$2,200,000 that was added to this contract via a contract amendment with approval from original signatories of the Interim Settlement Agreement for Riverbend Park Improvements.
- 6.0 If in any year in which DWR has, during its May determination, approved allocations of 35% or less of the maximum contractual amount SWP contractors can annually request pursuant to their long term water supply contracts, annual payments will be re-scheduled as follows:
- 6.1 when the approved allocation is 25% or less of the total annual contractual maximum, the next annual payment shall be reduced to \$300,000;
 - 6.2 when the approved allocation is between 26% and 35% of the total annual contractual maximum, the next annual payment shall be reduced to \$500,000;
 - 6.3 the reduced amounts shall be recovered in full through five equal annual installments beginning with the subsequent first year in which the May approved allocation exceeds 35% of the total annual maximum contractual amount the SWP contractors can request; provided that, the repayment obligation will be made in the years that the allocation exceeds 35% of the total annual maximum contractual amount the SWP contractors can request. The repayment obligation shall survive termination of this agreement and shall be added to the regular annual payments identified in Section 4.
- 7.0 DWR will use its best efforts to provide a transparent and stable funding stream for the Fund, consistent with its spending authorities.

- 8.0 If in any year(s) the annual generation (MWH) at the Oroville Facilities is reduced by more than 10% due to a forced physical outage or a regulatory, legislative, or judicial action, the payment(s) to the Fund for the following year(s) will be reduced by the percentage that exceeds 10%. This reduction in payment(s) shall remain in effect only until and to the extent that the reduction in annual generation remains in effect.
- 9.0 Payments to the Fund will constitute DWR's entire contribution to the funded projects and no contributions from DWR will be solicited by any party for any project that is denied funding by the Steering Committee.
- 10.0 At DWR's discretion and per its specifications, completed projects may include recognition of DWR funding.

F. Pursuit of Grant Funds by SWC and Steering Committee

- 1.0 The State Water Contractors (SWC), and the Steering Committee, agree to form a partnership,¹ the goals of which are to (1) solicit grant funds in addition to those made available under Section E. above, and (2) obtain grant funds to supplement the Fund such that the future purchasing ability of the proposed annual payments will at least keep pace with inflation.
- 2.0 To accomplish this, the SWC agree to use best efforts to:
 - 2.1 develop a grant assistance program aimed at securing funding in an amount equal to or greater than the amount needed to keep pace with inflation;
 - 2.2 work with the Fund Administrator in exploring various political avenues that may be a productive source of various grants;
 - 2.3 work with the Fund Administrator by making available appropriately qualified in-house staff trained in locating, researching, evaluating, and writing grant proposals for effective fundraising; and
 - 2.4 make available staff resources in an amount not to exceed 50 percent time of one FTE. The staffing for obtaining grant funding will be in effect until five years prior to the expiration of the new license.

¹ Use of the term "partnership" does not connote or create a legal relationship between the SWC and other parties. The parties are not partners, joint venturers or any other legal entity. Rather, use of the term "partnership" is limited to signifying a cooperative endeavor between the SWC and local interests to seek to obtain grant funds, consistent with the concepts set forth herein.

- 3.0 The Fund Administrator, in coordination with the resources of the Steering Committee voting members, agrees to make available appropriate staff and other resources to complement the grant funding efforts of the SWC without using any Fund allocations.
- 4.0 Due to the local community's existing desire for recreational and economic development benefits, it is expected that fundraising efforts should be pursued particularly aggressively during the first ten years of the new license term.
- 5.0 The SWC grant assistance program efforts and the local community grant assistance program efforts will be coordinated. The SWC's efforts will be managed by a SWC representative who shall serve in an advisory capacity to the Steering Committee. The SWC representative also will be responsible for reporting on the SWC grant assistance program activities and performance to the Steering Committee at least once a year. The SWC may designate different personnel to serve on the Steering Committee and to manage the grant funding process. The Fund Administrator shall designate a local representative who will manage the grant program activities on behalf of the Steering Committee.
- 6.0 The SWC and local community grant assistance program's performance will be evaluated by the Steering Committee during and in accordance with future updates and revisions of the regional Fund Strategic Plan described below. The purpose of the evaluation will be to: review past SWC and local community grant assistance program performance; ensure that "best efforts" by the SWC and local community have been made; and, if necessary, recommend and adjust the program's future fundraising strategy and efforts for greater fundraising effectiveness.
- 7.0 The parties agree that grant funding cannot be assured due to the competitive process for obtaining such funds. As a result, the SWC are not obligated to guarantee any level of grant funding. The sole SWC commitment is to provide staff resources and political capital to assist and work with the local community to obtain grant funds. It is further agreed that the SWC shall have no obligation to pursue any particular grant if in its judgment to do so would be detrimental to the economic or political interests of the SWC or any of its members. It is further agreed that in those cases where the SWC or any of its members are, or would be, competing with the local community for funds from the same source, there shall be no obligation on the part of the SWC to undertake any actions in pursuit of the grant.
- 8.0 At the request of either the SWC or the Steering Committee, the grant funding provision of this agreement may be reviewed after the first 10 years of the license term if the grant assistance program has not resulted

in the procurement of any grant funding. If no grant funding has been obtained, the SWC and the Steering Committee will negotiate in good faith to develop additional or alternative jointly-pursued actions or methodologies for obtaining grant funds. This renegotiation shall constitute the sole remedy for failure to obtain grant funds.

- 9.0 Payments to DWR for the Fund will constitute the SWP contractors' and their member agencies' entire contribution to local projects, and no further contributions from the SWP contractors or their member agencies will be solicited by any local party. Further, at the request of the SWC, completed projects made possible through grant funding will include recognition of SWC efforts.

G. Regional Fund Strategic Plan

- 1.0 At the direction of the Steering Committee, the Fund Administrator shall develop a regional Fund Strategic Plan to guide the Steering Committee in selecting and funding proposed projects in a manner that optimizes the overall benefits to the local region consistent with the availability of funds.
- 2.0 Subject to subsection 3.0 below, only those projects consistent with the goals of the Fund Strategic Plan shall be eligible for funding.
- 3.0 Prior to adoption of the Fund Strategic Plan, the Steering Committee may direct the Fund Administrator to fund administrative activities and selected projects only from funds obtained through the initial payments as provided in subsections E.2.0 and E.3.0.
- 4.0 Development of the Fund Strategic Plan shall include a series of public meetings to obtain input about the need for proposed projects. Such meetings shall be open to any person.
- 5.0 At a minimum, the Fund Strategic Plan shall include the following:
- 5.1 phasing of projects to complement the implementation of DWR's Recreation Management Plan, including consideration for development of the recreational and economic benefits of the Feather River.
 - 5.2 a statement of goals and policies that provide a basis for optimizing Fund benefits based upon sound business practices consistent with public purposes;
 - 5.3 allocations of the overall Fund for administrative costs, capital expenditures, operation and maintenance costs, feasibility costs,

and environmental permitting and related costs, with the intent of maximizing benefits to the local region;

- 5.4 a discussion of the consistency of the Fund Strategic Plan with identified goals for economic and recreational development in the greater Oroville region, including the potential for energy and water incentives or programs;
- 5.5 measurable performance standards to ensure that economic and recreational benefits are distributed in a manner that is consistent with the goals of the Fund Strategic Plan and that benefits are distributed appropriately in the region;
- 5.6 a list of the Fund Strategic Plan policies that will ensure consistency with the identified goals;
- 5.7 protocols for ensuring the consistency of the Fund Strategic Plan with the new license for the Oroville Facilities, including the approved Recreation Management Plan;
- 5.8 adaptive management features to ensure that the Fund Strategic Plan remains effective throughout the term of the Settlement Agreement, or, as determined by the Steering Committee, periodic review and update of the Strategic Plan no less than every 10 years;
- 5.9 Project selection criteria, which shall include:
 - 5.9.1 priority consideration for funding projects with a documented source of matching funds or other cost-sharing mechanism and priority consideration for projects with an ability to return a portion of generated revenue to the Fund; if matching funds will be made available, the project proponent must provide documentation of such firm commitment before allocations of the Fund can be made;
 - 5.9.2 consistency with existing environmental and recreational projects, and local land use plans;
 - 5.9.3 ability of the proposal to adequately define a project description, with concept level drawings, if applicable; map; estimated cost of project (capital and O&M); amount of funds already allocated (capital and O&M), if any; name of project proponent (party that will implement project); proposed timeframe for implementation; and identification of required permits;

H. Fund Implementation Agreement

- 1.0 DWR and the Fund Administrator will use best efforts to develop and execute a Fund Implementation Agreement within four months of the effective date of the Settlement Agreement. The purpose of the Fund Implementation Agreement is to direct future performance of all administrative duties associated with implementation of the Fund. This Fund Implementation Agreement will include, but not be limited to, detailed language addressing the following duties of the Fund Administrator:
 - 1.1 entering into appropriate contracts with developers of selected projects and ensuring compliance with applicable state and federal environmental laws;
 - 1.2 monitoring the progress of selected projects and enforcing any contractual remedies for non-performance;
 - 1.3 documenting all use of the Fund in a manner consistent with auditing requirements associated with the use of public funds;
 - 1.4 working with DWR to resolve in a timely manner any of its issues related to administration of the Fund;
 - 1.5 working with the Steering Committee to implement its decisions;
 - 1.6 developing criteria to be followed during project implementation and inserted into contracts with developers, including:
 - 1.6.1 schedule and benchmark conditions for phased release of Funds, as determined appropriate by the Steering Committee;
 - 1.6.2 identification of responsible parties for securing any necessary permits and for implementing the project in accordance with conditions, timelines, benchmarks;
 - 1.6.3 requirements for periodic status reports to Administrator;
 - 1.6.4 penalties for failure to comply with conditions such as withdrawal of allocation of funds to that project.

I. Fund Administrative Expenditures

1.0 Portions of the Fund will be allocated for administration of the Fund and Fund Strategic Plan development, as specified below:

1.1 For the first two years beginning with the effective date of this agreement, an annual average amount of \$300,000 per year will be allocated to the Fund Administrator for administrative duties associated with establishment and initial administration costs of the Fund, including development of a Fund Strategic Plan in accordance with the applicable provisions herein. Any amount allocated to administrative costs in the first two years that is not expended for administrative duties shall be reallocated to the Fund by the Fund Administrator.

Thereafter, a maximum annual amount to be determined by the Steering Committee will be allocated to the Fund Administrator for administrative duties. Administrative duties include, but are not limited to, activities associated with management of the Fund, including implementation of the Fund Implementation Agreement, disbursement of funds allocated to projects, oversight of projects that receive an allocation of the Fund, coordination of Steering Committee meetings, public notice of Steering Committee meetings, preparation of minutes of Steering Committee meetings, and staff for the Fund Administrator, as appropriate. Any amount allocated to administrative costs that is not expended for administrative duties shall be reallocated to the Fund.

Section B101. Feather River Whitewater Boating Opportunity Feasibility Study

(a) After filing the signed Settlement Agreement with FERC, Licensee will initiate and fund a whitewater boating opportunity and recreation feasibility study to assist the Fund Steering Committee of the Project Supplemental Benefits Fund in determining whether to fund the construction and operation of such a project, or cost share on such a project somewhere in the region, pursuant to their funding criteria. This feasibility study will be conducted in consultation with signatory Parties of this Settlement Agreement for the Oroville Facilities. Specifically, American Rivers, American Whitewater, and the City of Oroville may actively contribute to the completion of the study and participate in its funding.

(b) This feasibility study will build off of the results of R-16 Whitewater and River Boating Report (DWR 2004). Components of this study will include: 1) a study scoping process; 2) a review of potential whitewater opportunities within this area, including park and non-park options, and constraints (physical, operational, environmental, estimated conceptual costs, and permitting/approvals needed); 3) a review of other existing and

proposed whitewater boating park and non-park opportunities in the region (N. California, N. Nevada, other nearby western states, or other appropriate analogs if possible), including boating experience and opportunities provided, seasonal timeframe availability, typical user distance traveled; visitation census if available; 4) whitewater demand trends, market feasibility, ownership and management (and financing) options, estimates of direct and indirect economic activity potentially generated by such a facility, and potentially competing venues or opportunities; and 5) conclusions regarding the feasibility of constructing and operating a whitewater boating (park and non-park) facility in the project area or region.

(c) Except as provided in the Project Supplemental Benefits Fund, the Licensee's financial obligation under this provision does not extend beyond this feasibility study. Study cost contribution by the Licensee will be a maximum of \$250,000. The study scoping process, including any necessary contracting efforts, will commence within 90 days of the execution of this Settlement Agreement. Target study completion will be within 15 months of execution of this Settlement Agreement.

LAND USE AND ENGINEERING/OPERATIONS

Section B102. Development of a Fuel Load Management Plan

Within one year of license issuance, the Licensee agrees to develop and file for Commission information a Fuel Load Management Plan for the Project lands. The plan will be developed in coordination with the U.S. Forest Service, Bureau of Land Management, California Department of Forestry and Fire Protection Butte Unit, California Department of Parks and Recreation, California Department of Fish and Game, Licensee, Paradise Fire Department, Butte County Fire Safe Council, Butte County Resource Conservation District, State Water Contractors, Native American Tribes, and other appropriate agencies and associated public processes. The plan will include identification of the issues, prioritization, and recommended actions to address them. The plan will be prepared to be consistent with the plans adopted by the above entities for non-project lands, to the extent permitted by the license and operational constraints of the Project. The plan will be prepared to be consistent with the Oroville Wildlife Area Management Plan. The Parties acknowledge that the Forest Service is submitting a 4(e) condition regarding a Fuel Load Management Plan for Forest Service lands within the FERC boundary, and that FERC will include that condition in the New Project License. The Parties agree that the inclusion of the Forest Service 4(e) condition on fuel load management will not make the New Project License Inconsistent with this Settlement Agreement.

Section B103. Additional Gaging

The Licensee agrees to evaluate and potentially implement additional stage and/or precipitation gaging locations in order to improve flood forecasting and monitoring.

ENVIRONMENTAL PROVISIONS**Section B104. Feather River Fish Hatchery Funding**

The Licensee shall provide all necessary funding to the California Department of Fish and Game to implement the Feather River Fish Hatchery Program as set forth in Article 107.

Section B105. Gravel Supplementation

Upon execution of this Settlement Agreement, the Licensee shall proceed to obtain all necessary permits for the supplementation of at least 8,300 cubic yards over the December 31 2005 baseline of spawning gravels suitable for spring-run Chinook salmon or steelhead which shall be distributed over up to 15 locations in the Low Flow Channel or High Flow Channel of the Feather River as set forth in Article 102. Upon obtaining all necessary permits, the Licensee shall implement this provision.

Section B106. Oroville Wildlife Management Plan

The California Department of Fish and Game shall use best efforts to obtain adequate funding to develop the Oroville Wildlife Management Plan as set forth in Article 115.

Section B107. Revision of Speed Limit Regulation for Thermalito Afterbay

Upon the execution of this Settlement Agreement, the California Department of Fish and Game shall make a recommendation to the California Fish and Game Commission to rescind the speed limit for the Thermalito Afterbay south of Highway 162.

Section B108. Flow/Temperature to Support Anadromous Fish

(a) River Valve. Upon execution and filing of the Settlement Agreement, Licensee shall begin the necessary studies for the refurbishment or replacement of the river valve. Licensee shall refurbish or replace the river valve as necessary in its sole discretion. The river valve will continue to be used primarily for meeting the hatchery temperature requirements (which has the incidental effect of helping to achieve Table 1

temperatures) until a Facilities Modification(s) for providing colder water to the Low Flow Channel and High Flow Channel is constructed. After the refurbishment or replacement of the river valve and prior to the completion of construction of the Facilities Modification(s), the Licensee shall consider using the new valve to meet the hatchery temperatures targets in A107.2(a).

(b) Reconnaissance Study for Potential Facilities Modification(s) for Fish Habitat Temperature Needs.

- (1) By October 31, 2006, Licensee shall submit to National Marine Fisheries Service, U.S. Fish and Wildlife Service, California Department of Fish and Game, California State Water Resources Control Board, American Rivers, and the State Water Contractors, a Reconnaissance Study of Potential Facilities Modification(s) to address temperature habitat needs for anadromous fisheries in the Low Flow Channel and High Flow Channel. The study shall clearly: identify resource issues and goals to be addressed; identify and describe an array of alternatives to address the issues and goals; and identify potential issues, benefits, impacts and likely costs of the identified alternatives. The alternatives to be considered include, at a minimum: (i) Palermo Canal improvements; (ii) Hyatt intake extension; (iii) replacement of the river valves with valves specifically designed to incrementally control water releases; (iv) construction of a diversion canal around or through the Thermalito Afterbay; and (v) construction of an alternative Thermalito Afterbay Outlet and channel in the OWA to the Feather River. Alternatives shall be analyzed with consideration of all project purposes, including water supply, flood control, power generation, recreation and fish and wildlife protection. If appropriate, alternatives may be eliminated from further study if: (i) the benefits do not exceed the costs, (ii) there are significant environmental impacts, or (iii) they are otherwise impractical. This study is not expected to determine a preferred alternative, but rather is intended to narrow the range of potential actions. However, the Parties shall rely on a future in-depth Feasibility Study and Implementation Plan for Facilities Modification(s) to eventually select Facilities Modification(s) or other actions to meet Table 1 temperatures and address appropriate temperature resource goals in the High Flow Channel.
- (2) Licensee shall provide a draft Reconnaissance Study to the National Marine Fisheries Service, U.S. Fish and Wildlife Service, California Department of Fish and Game, California State Water Resources Control Board, American Rivers, and the State Water Contractors by August 31, 2006. It shall attempt to resolve any disputes regarding the study through consultation. The final study shall include the results of such consultation, including response to comments and an explanation why any comments were not incorporated.

- (3) Licensee shall provide a copy of the final Reconnaissance Study to the Commission for information purposes by approximately October 31, 2006.

(c) Cost Caps for Facilities Modification(s) for Fish Habitat Temperature Needs. The Parties agree to a cost cap of \$5 million for the Reconnaissance Study and subsequent Feasibility Study and Implementation Plan for Facilities Modification(s). The Parties agree to a capital cost for the Facilities Modification(s) not to exceed \$60 million (2005). Capital costs include those costs normally associated with large construction projects as estimated using standard procedures. Parties will not request that the Commission order Facilities Modification(s) that cost in excess of this cap, provided the Reconnaissance Study and Feasibility Study and Implementation Plan for Facilities Modification(s) show that a Facilities Modification(s) within the cap will achieve the stated purposes in Article A108. If the total estimated costs exceed a total of \$65 million, the Parties agree to seek additional third party funding. If such third party funding cannot be obtained within a reasonable time, the Parties may then request the Commission to order the Facilities Modification(s) notwithstanding that it may exceed the cost cap.

(d) If the Commission does not approve the recommended Plan, the Licensee shall refine the Plan in consultation with the National Marine Fisheries Service, U.S. Fish and Wildlife Service, California Department of Fish and Game, California State Water Resources Control Board, American Rivers, and the State Water Contractors and resubmit the Plan to the Commission for approval.

Section B109. Riparian/Floodplain Screening Level Analysis

The Licensee shall develop the screening level analysis for potential riparian/floodplain improvement projects required in Proposed License Article A106(b)(1) consistent with the Oroville Wildlife Area Management Plan currently in effect.

Section B110. Analysis of Non-Motorized Water Trail Shoreline Access

(a) Within one year of License issuance, the Licensee shall complete an analysis of non-motorized water trail shoreline access opportunities along the Feather River within and in the vicinity of the Project boundary. Suitable sites will be identified and ranked in consultation with the signatory Parties of this Settlement Agreement.

(b) Licensee shall fund and/or construct or improve a total of two to three river access sites within five years after the New Project License becomes final.

(c) Licensee shall work cooperatively with California Department of Boating and Waterways and other appropriate state or local agencies to expand the boating trail

opportunities downstream in the Feather River to the Sacramento River confluence or beyond where practical.

Section B111. Oroville Wildlife Area Funding

Within 120 days of the signing of the Settlement Agreement or by July 1, 2006, whichever is sooner, the Licensee shall complete an Interagency Agreement to provide the annual funding to the California Department of Fish and Game (CDFG) as agreed upon to manage the Oroville Wildlife Area (OWA) and implement those continuing tasks associated with the FERC Project No. 2100. The commitment and resources to be committed in the IA that will be effective on July 1, 2006 are as follows:

The current estimate of the staff resources needed by DFG pursuant to the Settlement Agreement is estimated as the equivalent of 5.5 full-time positions to perform and manage various activities that include public safety, recreational management, facilities management and protection, and the protection of fish and wildlife resources within the OWA. Specifically, these positions would be a combination of: (1) Habitat Supervisor II, (2) Habitat Supervisor I, (3) Environmental Scientist/Biologist, (4) Tractor Operator/Laborer, (5) Fish and Wildlife Technician and (6) Seasonal Aide(s). These positions would be employees of the CDFG. The estimated cost of funding these positions is \$350,000 annually (2005). The Licensee shall reimburse CDFG within (45) days of receipt of invoice; CDFG shall give the Licensee an invoice detailing the cost, as often as monthly in arrears. The records of expenditures will be available for Licensee's review.

The Licensee shall provide sufficient funds to CDFG for the purchase of: (1) one air boat and trailer, (2) One 4x4 Back Hoe, (3) two 4x4 ATVs, and (4) five 4WD pick up trucks. The estimated cost of the above is \$232,000. The Licensee shall, upon Signing of the Settlement Agreement, pay CDFG \$232,000 for the purchase of this equipment. CDFG shall give the Licensee a copy of all invoices or bills of sale and indicate the total cost of the equipment. If the actual cost exceeds \$232,000, then the Licensee shall pay the additional actual costs within forty five (45) days of receipt of the invoices or bills of sale by CDFG. The records of expenditures will be available for Licensee's review. The Licensee and CDFG agree that this equipment may need to be replaced during the term of the license. The Licensee and CDFG shall meet every five years as described below to make necessary funding adjustments.

The Licensee shall provide \$82,500 annually (2005) to CDFG and thereafter on or about July first of the new fiscal year. This money may be spent by CDFG for expenses including but not limited to utilities, phone service, equipment maintenance, vehicle maintenance, refuse disposal, and general operating and maintenance costs. This amount is for minor administrative expenses only and is not intended to encompass expenses beyond such minor administrative expenses. Any costs associated with mosquito abatement shall be sent directly to the Licensee for payment. Any regulatory or compliance costs, or other third party costs, associated with FERC Project No. 2100

and its effect on the operation of the OWA are the responsibility of the Licensee. The records of CDFG's administrative expenditures will be available for Licensee's review. The Licensee shall provide CDFG \$170,000 (2005) annually and thereafter on or about July first of the new fiscal year to assist CDFG with its Wildlife Protection activities within the OWA and Project boundary (FERC Project No. 2100). The records of expenditures will be available for Licensee's review.

Additionally, the Licensee shall provide CDFG their costs, not to exceed \$100,000 annually (for the term of the license), for public safety and enforcement overtime within the OWA and FERC Project No. 2100 Boundary. These overtime dollars are to be used for enforcement of the California Code of Regulation, Fish and Game Code and other state laws. The records of expenditures will be available for Licensee's review.

Upon license issuance and at five year intervals for the remainder of the license, the commitments identified above shall be reviewed by the Licensee and CDFG and funds necessary for the operation of the Oroville Wildlife Area and implementation of tasks associated with the new license (FERC Project No. 2100) provided to CDFG. The Licensee and CDFG shall mutually agree to adjust these commitments and resources as necessary to better reflect then current costs of operating the OWA and implementing the new FERC Project No. 2100 license conditions within the OWA and FERC Project No. 2100 boundary.



CITY OF OROVILLE STAFF REPORT

TO: CHAIRPERSON AND COMMITTEE MEMBERS

FROM: BILL LAGRONE, FUND ADMINISTRATOR

RE: AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR SBF PROGRAM SPECIALIST SERVICES

DATE: OCTOBER 27, 2021

SUMMARY

The Committee may provide direction to the City Administrator to release a Request for Proposal (RFP) for SBF Program Specialist services.

DISCUSSION

At the August 10, 2021 SBF Steering Committee meeting staff was directed to produce a Request for Proposals (RFP) for the SBF Program Specialist position. As funding continues to decrease due to FERC 2100 relicensing being unsigned, the Steering Committee asked to decrease the admin services to one day per month. The RFP is requesting proposals for cost to operate the SBF Steering Committee and 2100 FERC contract with Department of Water Recourses and State Water Contractors one day a month.

Staff is requesting permission to release an RFP for an SBF Program Specialist. See the attached suggested RFP for additional details. Once the proposals are submitted staff will return to this Committee with a proposed contract for Council consideration.

FISCAL IMPACT

The funds will come from the remaining SBF fund balance

RECOMMENDATION

Authorize staff to release a Request for Proposal for SBF Program Specialist Services for the City of Oroville

ATTACHMENTS

Request for Proposal for SBF Program Specialist Services

REQUEST FOR PROPOSALS

SBF Program Specialist Services

The City of Oroville is requesting proposals for cost to operate the SBF Steering Committee and 2100 FERC contract with Department of Water Recourses and State Water Contractors one day a month.

EXAMPLES OF ESSENTIAL FUNCTIONS - Essential functions may include, but are not limited to, the following:

Manages current grants; compiles and analyzes information for preparation of grants, contracts, and agreements; negotiates terms; implements, monitors and prepares reports on conduct and performance of grants.

Confers with department heads, division managers, members of professional staff, and other officials concerning the administrative needs and requirements related to the program or project; represents the program in contacts with news media, business and civic organizations, other City departments, and various outside public and private agencies.

Interprets new policies, procedures, and regulations, and develops new or amended programs or projects as need dictates, monitors program objectives to assure compliance with State and administrative regulations and program guidelines.

Other related duties may also be performed; not all duties listed are necessarily performed by each individual holding this classification.

The City is looking for a partner who is willing to operate independently to provide these services. The respondent should be a nonprofit (501(c)3 or equivalent who is in good standing and valid, be able to provide proof of insurance for any incidents that occur on their property and indemnifies the City from such incidents, has a valid City of Oroville Business License and any and all necessary occupancy permits.

The respondent should include their best price based on services 1 day per month for operation of SBF Steering Committee, grant management and potential new license litigation. The price per month should include any necessary costs to perform expected duties.

It is required that all those interested, respond by January XX, 2022, at 5:00 pm. Your completed proposal should be delivered to 1735 Montgomery Street, Oroville Ca 95965, in a sealed envelope. The proposal should include a brief narrative of what the operation will consist of and a 1 day per month cost for the operation. Once all responses are received and evaluated the City Council may award a one year agreement for fiscal year 2022 / 2023.

If you have any questions, please email them to Blagrone@oropd.org or call (530) 538-2401 Ext 2526.

Thank you for your interest and consideration.