



SUPPLEMENTAL BENEFITS FUND

STEERING COMMITTEE

SPECIAL MEETING

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

DECEMBER 02, 2020

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

In light of the Governors orders issued on November 16, 2020 returning Butte County to Tier 1 (Purple) the Oroville City Council Chambers are closed to the public until further notice. To participate in the meeting, please see the options below:

To View the SBF Meeting:

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

To Participate in the SBF Meeting:

1. Email before the meeting by 12 PM your comments to publiccomment@cityoforoville.org
2. <https://zoom.us/j/94654898952?pwd=Nlc2VGx4Vjh4YlR2dGpYVVVjSDAzdz09>
3. Meeting ID: 946 5489 8952
4. Passcode: 910986

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; Sonny Brandt, FRRPD; Scott Thomson (Chairperson), City of Oroville

Advisory Members (non-voting): Committee Members Eric See, Kevin Dossey (alternate) - DWR; Jonathan Young, Michael Melanson (alternate) - SWC, 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 SBF Committee may approve the SBF Committee Meeting minutes of October 28, 2020.

RECOMMENDATION

Approve the minutes of October 28, 2020.

REGULAR BUSINESS

2. AMENDMENT TO FEATHER RIVER CENTER AGREEMENT NO. 3280

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

RECOMMENDATION

Approve the revised budget and reallocation of funds, (or) provide direction to staff.

3. POTENTIAL 2021 NOTICE OF FUNDS AVAILABLE (NOFA)

The committee will review the current SBF available funds, identify allocations for the 2020/2021 fiscal year, and provide direction to staff for the release of a 2021 Notice of Funds Available (NOFA).

RECOMMENDATION

Allocate funds for 2021 NOFA or, (2) provide direction to staff

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

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



OCTOBER 28, 2020 – REGULAR MEETING

Note: the following minutes provide a succinct recap of actions taken at the meeting. A complete recorded transcript is available by contacting the SBF Program Specialist at (530) 538-2518 or visiting www.cityoforoville.org (then select) Government SBF Meetings and Agendas. There was a broadcast remotely via audio and/or video conference to Cole & Huber, LLP, 2261 Lava Ridge Court, Roseville, CA 95661, (916) 223-3434

The agenda for the October 28, 2020, Regular Meeting of the Supplemental Benefits Fund Steering Committee was posted at the front of City Hall and electronically on the City of Oroville website, www.cityoforoville.org on Tuesday, October 13, 2020 at 12:01 P.M.

The October 28, 2020 Supplemental Benefits Fund Steering Committee Regular Meeting was called to order by Chairperson Scott Thomson at 2:00 P.M. following Covid-19 Public Meeting Protocols.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairperson, Scott Thomson.

ROLL CALL

Present: Voting Committee Members: SBF Chairperson Scott Thomson, City of Oroville; Committee Members, Kent Fowler, FRRPD (arrived at 2:08 P.M.); David Pittman, City of Oroville; Vice Chairperson, Sonny Brandt, FRRPD, Chuck Reynolds, City of Oroville

Absent Voting Committee Members: none

Present Advisory Committee Members (non-voting): DWR - Eric See; Oroville Area Chamber of Commerce – Mark Grover (via remote)

Absent Advisory Committee Members (non-voting): American Rivers – Dave Steindorf (alternate), State Water Contractors – Jonathon Young

Others Present:

Bill LaGrone, Fund Administrator
 Bob Marciniak, Marciniak Consulting Services (Acting SBF Program Specialist)
 Jackie Glover, Recording Clerk

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS

None

PRESENTATIONS

1. Shawn Rohrbacker, General Manager, Feather River Recreation & Park District presented an update on two open grants.
 - a. Brad Freeman Trail Improvements: There had been a delay in the engineering and property ownership silent title requirements due to Covid-19. Those items are now back on-track and clearances are expected soon. Construction is expected to begin in early Spring 2021 and still is on schedule to be done by California State Parks Department. (This grant expires on May 1, 2022)
 - b. Nelson Family Center Pool: Progress continues in obtaining bids after some modifications to the initial plans. A walk-thru construction bid was held on October 28, 2020 with construction expected to begin in early Spring 2021. Committee Member Reynolds questioned the large differences in a bid

CONSENT CALENDAR

2. APPROVAL OF THE MINUTES OF THE MAY 20, 2020, CONTINUED REGULAR MEETING

RECOMMENDATION

Approve the minutes from May 20, 2020.

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 \$15,329.21 for May and June 2020. These expenses are within the approved SBF 2019-2020 budget.

RECOMMENDATION

This report is informational only.

4. AGREEMENT WITH MARCINIAK CONSULTING SERVICES

The Committee will receive information regarding a consulting agreement with Marciniak Consulting Services.

RECOMMENDATION

Receive the information and approve the agreement.

Item # 4 was pulled by Committee Member Reynolds. A motion to approve items 2 & 3 of the Consent Calendar was made by Committee Member Brandt and seconded by Committee Member Pittman.

The motion passed by the following vote:

Ayes: Committee Members, Reynolds, Fowler, Brandt, Vice Chairperson Pittman and Chairperson Thomson
 Noes: None
 Abstain: None
 Absent: None

After discussion of the Agreement with Marciniak Consulting Services regarding the expected services and anticipated time for required services, a motion was made by Committee Member Reynolds to approve the contract with Marciniak Consulting Services with a not to exceed \$4,000.00 per month clause to be added to it. The motion was seconded by Committee Member Brandt.

The motion passed by the following vote:

Ayes: Committee Members, Reynolds, Fowler, Brandt, Vice Chairperson Pittman and Chairperson Thomson.
 Noes: None
 Abstain: None
 Absent: None

REGULAR BUSINESS**5. SBF PROGRAM SPECIALIST**

The Committee will discuss the workflow and future funding of the SBF Program Specialist position which currently is funded 100% by the SBF Steering Committee.

After discussion, which was favorable to reduce the percentage of funding provided by the SBF Committee, staff was instructed to provide additional information at the next Regular SBF Committee Meeting

6. REVIEW REVISED BUDGET SUBMITTED BY THE STATE THEATRE ARTS GUILD, INC. (STAGE) RELATED TO SBF GRANT NO. 3273

The SBF Steering Committee will receive the revised budget for the remaining funds of Grant No. 3273 allowing \$182,000.00 to be used in conjunction and for the approved purposes of SBF Grant/Agreement No. 3279.

RECOMMENDATION

Receive the information and acknowledge the budget and use of funds.

After discussion. A motion to acknowledge the provided information was made by Committee Member Reynolds and seconded by Committee Member Fowler.

The motion passed by the following vote:

Ayes: Committee Members, Reynolds, Fowler, Brandt, Vice Chairperson Pittman and Chairperson Thomson.
 Noes: None
 Abstain: None
 Absent: None

7. STATE THEATRE ARTS GUILD (STAGE) INVOICES

The Committee will discuss paying from invoices vs proof of payment as stated in Agreement No. 3273 and Agreement No. 3279 with STAGE.

RECOMMENDATION

Provide direction.

After discussion of paying invoices with various proofs of payment, a motion was made by Committee Member Reynolds and seconded by Committee Member Fowler to require a Conditional pre-lien release from the vendor to accompany the invoice from STAGE. Prior to an additional payment request from STAGE the pre-lien vendor will provide a final lien release for the previous payment.

The motion passed by the following vote:

Ayes: Committee Members, Reynolds, Fowler, Brandt, Vice Chairperson Pittman and Chairperson Thomson.
 Noes: None
 Abstain: None
 Absent: None

8. FEATHER RIVER CENTER (FRC) AGREEMENT NO. 3280 AMENDMENT

The SBF Steering Committee may consider changing the terms of NOFA Agreement 3280 with Feather River Center.

RECOMMENDATION

Amend & extend Agreement 3280
 (or) Provide staff direction

After discussion regarding the previous action taken by the SBF Steering Committee at the May 20, 2020 meeting, it was determined that the scope of the revised NOFA Agreement 3280 was including items that had been denied in the original NOFA request., a motion was made by Committee Member Reynolds and seconded by Committee Member Fowler to not approve the request. The Acting SBF Program Specialist was provided direction to meet with representatives of the FRC to review the various requests, denials and to specifically explain how SBF funds are intended to be used.

The motion passed by the following vote:

Ayes: Committee Members, Reynolds, Fowler, Brandt, Vice Chairperson Pittman and Chairperson Thomson.
 Noes: None
 Abstain: None
 Absent: None

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

10. **DEPARTMENT OF WATER RESOURCES ADVISOR REPORT (Eric See)**
Information regarding twelve projects, eight of which have been completed, related to recreational activities was presented.
11. **STATE WATER CONTRACTORS ADVISOR REPORT (absent))**
12. **SBF PROGRAM SPECIALIST WRITTEN REPORT (Bob Marciniak)**
Mr. Marciniak called the Committee's attention to an email and information from Shawn Rohrbacker, General Manager of FRRPD that indicated that the current estimates of the project may be approximately \$100,000 over the planned costs of the project.

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 28, 202 Regular Quarterly Meeting of the SBF. Items requested included:

- Discussion regrading "Position Paper" prepared & distributed at the current meeting. (Brandt)
- SBF Program Specialist position and future funding (Thomson)
- Updates on the Nature Trail project to be presented by FRRPD General Manager, Shawn Rohrbacker (Pittman)
- Updates of the Nelson Pool project to be presented by FRRPD General Manager, Shawn Rohrbacker (Pittman)

OPEN DISCUSSION

- Vice Chairperson Pittman provided information about the meeting of the Oroville Citizens Advisory Commission that both he and Committee Member Reynolds attended. Information about the OCAC can be obtained at: <https://resources.ca.gov/Initiatives/Oroville-Dam-Citizens-Advisory-Commission>
- Mr. Pittman also provided information about the Claypit Recreation Area and funding for improvements in excess of \$4mm that has been approved by the State of California.

ADJOURNMENT

The meeting was adjourned at 3:42 P.M.

The next regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, October 28, 2020 starting at 2:00 P.M. in the Council Chambers of the City of Oroville.

Scott Thomson, Chairperson

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE STAFF REPORT

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: BILL LAGRONE, SBF FUND ADMINISTRATOR
JORDAN DALEY, SBF COORDINATOR**

**RE: AMENDMENT TO FEATHER RIVER CENTER AGREEMENT NO.
3280**

DATE: DECEMBER 2, 2020

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 amendment.

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 development and equipment purchase(s) at the Forebay Aquatic Center in Oroville, CA.

The SBF Steering Committee requested a revised budget and project plan from FRC at the January Quarterly Meeting. Feather River Center requested that the agreement be extended and revised until May 2021 by the SBF Steering Committee.

The requested items were received and submitted under the Consent Calendar of the May 20, 2020 SBF Steering Committee Meeting. The grantee was requesting a reallocation of \$71,043.63 of the previously approved grant for future expenses related to the Feather River Center. The items should have been in the Regular Calendar and a discussion regarding the request should have occurred.

During a subsequent review of the file it was determined that the FRC had not followed the requirements of providing proof of payment prior to reimbursement. A listing of the previous payment of funds from the grant was sent to FRC with a request to provide the proof(s) of payment.

Information was provided to the SBF Steering Committee at the August 26, 2020 meeting and direction was given to staff to not release any funds pending the resolution of the proof(s) of payment. Staff was also directed to meet with representatives of the FRC to review the grant and the parameters under which it had been approved. That meeting occurred on October 28, 2020 and a detailed email as well as a listing of all funds previously released was provided. (attached)

The FRC has cleared all items that were requested. The FRC is dependent on the previously approved SBF Grant to continue to pay outstanding invoices. They have

also requested that the SBF Steering Committee consider and approve the previously submitted revised budget and reallocation of funds as requested.

FISCAL IMPACT

None as the grant had been previously approved.

RECOMMENDATION

Approve the revised budget and reallocation of funds, (or) provide direction to staff.

ATTACHMENTS

- Amendment to Agreement No. 3280
- SBF Agreement No. 3280 dated April 24, 2019
- Analysis of grant funds used
- Email to FRC dated October 28, 2020

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 First Amendment dated May 20, 2020 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. Section 3 of the Agreement shall be amended to read: The term of this Agreement will begin on May 1, 2019, and shall terminate on May 1, 2021, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.
- 2. Reallocation of \$71,043.63 of available grant funds to:

Grants Research/MDG	\$19,200.00*	New Total MDG Allocation \$83,513.00
Marketing	\$6,500.00	Advertising, Staff Logo Clothing, Merchandise
Boatyard Expansion	\$30,000.00	Grading, Fencing, Materials, Permitting
Website	\$10,000.00	To professionally upgrade/maintain our websites.
Contingency	\$5,343.63	Unexpected allowed expenses, with SBF approval.

- 3. 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: _____
Tony Catalano, Executive Director

By: _____
Rich Briggs, Board President

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Jackie Glover, Assistant City Clerk

**AGREEMENT BETWEEN
CITY OF OROVILLE AND
FEATHER RIVER CENTER**

(Supplemental Benefits Fund Agreement No. 3280)

THIS AGREEMENT is entered into as of the 24th day of April 2019, between the City of Oroville (City), Acting as the Fund Administrator of the Supplemental Benefits Fund, and Feather River Center (Grantee). City 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 with a grant of \$300,000.00 from the Project Fund for development and the purchase of equipment for the Feather River Center in Oroville, California (Project) as described in Exhibit A attached to this Agreement; and
- 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 the funding for development and equipment purchase for the Feather River Center in Oroville, California. 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 Project.
 2. **Grant Amount.** City shall provide a grant in the amount of \$300,000.00 to Grantee to assist in the development and the purchase of equipment for the Feather River Center in Oroville California.

3. **Term of Agreement.** The term of this Agreement will begin on May 1, 2019 and terminate on May 1, 2020, or upon completion of the Project, whichever occurs first. The term 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. Project
 - Exhibit B. Standard Provisions
 - Exhibit C. Work Plan and Budget
 - Exhibit D. Payment Request Transmittal
5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.
6. **Project Manager:**
The Project Manager for Grantee is:
Tony Catalano, Executive Director
-

Grantee hereby delegates authority to the Project 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 Fund Administrator
1735 Montgomery Street

Oroville, California 95965

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

City of Oroville

SBF Fund Administrator

1735 Montgomery Street

Oroville, California 95965

Notices by City shall be sent to:

Tony Catalano, Executive Director

2485 Notre Dame Suite 370 Box 109

Chico, CA 95928

7. **CEQA Compliance.** Prior to implementation of the Project, ***if appropriate,*** Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.

8. **Reports.** Grantee shall submit detailed progress reports relating to the Project for review and approval by City. The reports shall be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The progress reports shall summarize expenditures, and itemize completed activities, on-going activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, receipts for equipment and supplies.


9. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within five (5) 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, City shall provide the amount requested by Grantee within five (5) days thereafter. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement.

Grantee may submit invoices to City no more than once every fifteen (15) days.

10. **Final Written Report.** Upon completion of the Project, 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 description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, and (4) an analysis of the techniques used.

The report shall include a summary of all the costs of the Project, photographs of restoration activities and techniques and shall include photographs of community participation in planning activities of the Project.

11. **Work Plan and Budget.** Items included in the attached Work Plan and Budget, Exhibit A, and designated for funding by City may be undertaken by Grantee only after City's written approval.

12. **Maintenance.** If applicable, Grantee agrees to maintain the Project in good condition.
13. **Insurance.** If appropriate, insurance coverage. Before and during the time of the Project, Grantee or Grantee's contractor shall obtain and maintain appropriate insurance.
14. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).
15. **Printed Marketing Material Acknowledgement.** All printed marketing material must contain the SBF logo  and the following verbiage "This brochure was made possible by: The Oroville Supplemental Benefits Fund through funding from the California Department of Water Resources and the California State Water Contractors."

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

CITY OF OROVILLE

Feather River Center

By: _____
Chuck Reynolds, Mayor*

By: _____
Tony Catalano, Executive Director

SUPPLEMENTAL BENEFITS FUND

By: _____
Scott Thomson, SBF Chairperson

By: _____
Rich Briggs, Board President

By: _____

*Per City of Oroville Resolution NO.8481

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
Bill LaGrone, Assistant SBF Administrator

- Attachments: Exhibit A – Project
- Exhibit B – Standard Provisions
- Exhibit C – Work Plan and Budget
- Exhibit D – Payment Request Transmittal

EXHIBIT A

PROJECT DESCRIPTION

(The following excerpts are from the grant application)

Feather River Center

Categorization for SBF Contract and Reimbursement – items included but not limited to

A. Water security, safety, and related accessories:

Quad runner for moving launches	
Rigid Inflatable safety launch	
18' safety launch with trailer	
60 hp motor for launch	
Wakeless safety launch/motor	
Subtotal	79,500

B. Recreational/Educational capital resources including water craft, safety, and play items

Stand up paddle boards/paddles	
Single/double kayaks w/ paddles	
XL PFDs	
Inflatable water play structure	
Single Model Training Sailing Boats	
Subtotal	49,300

C. Public Event and Regatta Equipment/Services

Connect-a-dock system	
Regatta Buoys, flagging and other equipment	
Regatta Timing/Registration/Officials	
Subtotal	25,000

D. FRC Program and Project development, management staffing, equipment, and Melton Design Group services

Mapping, Alignment, Topography,	
Site analysis, Biological studies,	
Constraints, Excavation parameters,	
Utilities needs assessment	
Subtotal	121,200

E. Contingencies	25,000
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TOTAL	300,000
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EXHIBIT B 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 Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, 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 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. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default 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 C
WORKPLAN AND BUDGET**

Please see Exhibit A

**EXHIBIT D
PAYMENT REQUEST TRANSMITTAL
SBF GRANT APPROVED 01/16/2019
NOT TO EXCEED \$300,000**

Submit at: Completion or as a progress payment request

Date:

To: City of Oroville
SBF Fund Administrator
1735 Montgomery Street
Oroville, CA 95965

From: Feather River Center
Tony Catalano, Executive Director
2485 Notre Dame Suite 370 Box 109
Chico, CA 95928

Subject: Request for Reimbursement

Project: Feather River Center equipment

Amount Requested: \$

Summary of Reimbursement Request:

(The summary should include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

Feather River Center (FRC)

Agreement # 3280 **SBF Approved: 04/24/2019** **Expires: .04/24/2019**
Amount approved: \$300,000.00 **Extended:** **Pending**

Exhibit A: Intended use of funds

	\$79,500	A: Water Security, safety & related accessories
	\$49,300	B: Recreational/Educational capital resources including water craft, safety & play items
	\$25,000	C: Public Event & Regatta Equipment/Services
	\$121,200	D. FRC Program & Project development, management staffing, equipment & Melton Design Group services
	\$25,000	E: Contingencies
	\$0.00	F: Not classified
Total Grant	\$300,000.00	

<u>Approved</u>	<u>Disbursements</u>	<u>Category</u>	<u>Receipts</u>	<u>Invoice Only</u>	<u>Staffing/Mgt</u>	<u>Melton</u>	<u>Comments</u>
7/14/2020	-992.45	F	Credit Card				Advertising
6/11/2020	-355.00	F	Credit Card				Advertising
6/8/2020	-933.39	F		Yes			Signs & art work
6/4/2020	-1,058.00	F	Credit Card				Advertising
6/4/2020	-33.25	F	Credit Card				Covid-19
5/23/2020	-506.85	F	Credit Card				Covid-19
5/23/2020	0.00	D		Yes		-6,599.58	Notation on invoice paid by check #239 05/22/2020
2/18/2020	-470.33	F	Credit Card				Storage units & trailer refurbishing
2/11/2020	0.00	D		Yes		-7,623.00	Notation on invoice paid by check #228 02/07/2020
2/3/2020	0.00	D		Yes		-7,623.00	Notation on invoice paid by check #230 01/31/2020
2/3/2020	-915.08	A		Yes			
1/21/2020	-4,031.49	B		Yes			
1/16/2020	-68.82	F	Credit Card				Repairs/dollies & carts
1/6/2020	-25,420.00	A		Yes			Boats/Notation on invoice paid 1/6/2020 online
12/9/2019	-2,800.00	B		Yes			Notation on invoice check#179
12/9/2019	0.00	D		Pay stub	-2,400.00		Anthony Catalano
12/9/2019	-3,666.67	B	Credit Card				

12/2/2019	-17,869.00	D	Yes	-17,869.00	Unconcealed check dated 11/29/2019
11/19/2019	-1,641.00	F	Proposal		Travelers Insurance/commercial liability
11/19/2019	-2,020.50	F	Yes		Notation on invoice check #220
11/19/2019	-663.43	A	Credit Card		
11/12/2019	0.00	D	Pay stub	-2,400.00	Anthony Catalano
10/16/2019	-791.99	A	Credit Card		
10/16/2019	-5,250.00	D	Invoice only		BSC Membership & boat purchase ??
10/16/2019	-6,000.00	D	Invoice only		Purchase 2002 Dodge Dakota
10/7/2019	0.00	D	Invoice only	-13,772.00	Notation on invoice check #207
10/7/2019	0.00	D	Pay stub	-2,400.00	Anthony Catalano
10/7/2019	-860.52	D	Credit Card		
9/16/2019	0.00	D	Pay stub	-2,400.00	Anthony Catalano
8/27/2019	-590.67	D	Invoice only		Notation on invoice paid 8/7/2019 Check #194
8/27/2019	-2,156.00	D	Invoice only		Purchase Mercury 4-stroke
8/6/2019	0.00	D	Pay stub	-2,400.00	Anthony Catalano
8/6/2019	-1,023.83	D	Credit Card		
7/8/2019	0.00	D	Pay stub	-2,400.00	Anthony Catalano
7/8/2019	-11,096.00	B	Invoice only		Purchase paddle boats
7/8/2019	-1,352.71	A	Credit Card		
7/8/2019	-2,893.98	F	Credit Card		Purchase boats
7/8/2019	-1,087.58	C	Credit Card		
6/11/2019	0.00	D	Pay stub	-2,400.00	Anthony Catalano
6/11/2019	-4,720.14	B	Credit Card		
5/28/2019	-6,264.47	B	Invoice only		Notation on invoice paid check #109

Running Totals:	<u>-107,533.15</u>		<u>-16,800.00</u>	<u>-53,486.58</u>		Approved Grant:	300,000.00
						Available Funds:	<u>122,180.27</u>

Feather River Center (FRC)

Agreement # 3280

Amount approved: \$300,000.00

SBF Approved: 04/24/2019

Expires:

.04/24/2019

Extended:

Pending

Exhibit A: Intended use of funds

\$ Allocation & Categories per FRC Exhibit A

\$79,500	A: Water Security, safety & related accessories
\$49,300	B: Recreational/Educational capital resources including water craft, safety & play items
\$25,000	C: Public Event & Regatta Equipment/Services
\$121,200	D. FRC Program & Project development, management staffing, equipment & Melton Design Group services
\$25,000	E: Contingencies
\$0.00	F: Not classified
\$300,000.00	Grant Total

Category A: Water security, safety and related accessories:

(The following items were listed in the approved Project Description with an "included but not limited to" statement:

- Quad runner for moving launches**
- Rigid inflatable safety launch**
- 18' safety launch with trailer**
- 60 hp motor for launch**
- Wakeless safety launch/motor**

<u>Category</u>	<u>Amount</u>	<u>FRC Invoice #</u>	<u>Description on FRC Invoice</u>
A	79,500.00		Amount allocated per FRC Project Description
A	-5,250.00		Safety Launch
A	-312.28		Racing Marks
A	-396.00		Safety Launch Registration
A	-329.63		Safety Launch Refit Parts
A	-288.28		Safety Launch Refit Parts
A	-312.28		Racing Marks
A	-2,155.00		Merc 9.9
A	70,456.53		<u>Remaining Available: Water Security, safety & related accessories</u>

Category B: Recreational/Educational capital resources including water craft, safety, and play items

(The following items were listed in the approved Project Description with an "included but not limited to" statement:

- Stand up paddle boards/paddles
- Single/double kayaks w/paddles
- XL, PFD's
- Inflatable water play structure
- Single Model Training Sailing Boats

<u>Category</u>	<u>Amount</u>	<u>FRC Invoice #</u>	<u>Description on FRC Invoice</u>
B	49,300.00	Amount allocated per FRC Project Description	
B	-5,893.98	1018	11 Kayak Paddles
B	-741.53	1031	SUP Board
B	-757.38	1031	SUP Board, Leashe, Fin, Plate
B	-1,027.64	1038	10 SUP, Paddles, Skegs
B	-59.94	1038	Drain Plugs
B	-935.00	1042	Paddle Rack
B	-107.30	1042	PDF Rack, Trailer Hitch
B	-11,096.00	1042	4 Pedal Boats
B	-159.48	1042	2 Quick Shades
B	-75.09	1044	Whaler Rescue Equipment
B	-2,800.00	1073	3 Rafts
B	-3,261.64	1075	PFD's Paddles, Dry Bags, Raft Tube
B	-37.53	1075	Paddle Barrel Storage
B	-2,800.00	1075	3 Used Rafts
B	-1,533.46	1077	PFD's Paddles, Tiedowns
B	-407.54	1077	Amazon Floating Island
B	-75.07	1082	2 Paddle Barrels
B	-378.86		1 Trailer
B	-569.88		2 Trailers
<u>Remaining Available</u>	<u>16,582.68</u>	<u>Recreational/Educational capital resources including water craft, safety & play items</u>	

Category C: Public Event and Regatta Equipment/Services

(The following items were listed in the approved Project Description with an "included but not limited to" statement:

- Connect-a-dock system**
- Regatta Buyos, flagging and other equipment**
- Regatta Timing/Registration/Officials**

C	25,000.00	Amount allocated per FRC Project Description
C	-295.33	Whaler Repair
C	-37.55	Whaler Repair
C	-11.47	Whaler Repair-share

Remaining Available 24,655.65 Public Event & Regatta Equipment/Services

Category D: FRC Program and Project development, management staffing, equipment & Melton Design Group Services

(The following items were listed in the approved Project Description with an "included but not limited to" statement:

- Mapping, Alignment, Topography
- Site analysis, Biological Studies
- Constraints, Excavation parameters
- Utilities needs assessment

<u>Category</u>	<u>Amount</u>	<u>FRC Invoice #</u>	<u>Description on FRC Invoice</u>
D	121,200.00	Amount allocated per FRC Project Description	
D	-62.00	1042	Bungees/Carabiners
D	-88.93	1042	HD Tarp
D	-590.67	1050	Whaler Maintenance
D	-11.47	1056	Whaler Maintenance-share
D	-450.00	1079	2 Used Boat Trailers
D	-398.57	1086	Kayak Seats, Scupper Stoppers
D	-24,420.00		Still Water Designs
D	-13,772.00		Melton Design Group
D	-17,869.00		Melton Design Group
D	-15,246.00		Melton Design Group
D	-2,400.00		Executive Director Salary
D	-2,400.00		Executive Director Salary
D	-2,400.00		Executive Director Salary
D	-2,400.00		Executive Director Salary
D	-2,400.00		Executive Director Salary
D	-2,400.00		Executive Director Salary
D	-2,400.00		Executive Director Salary
Remaining Available	31,491.36	FRC Program and Project development, management staffing, equipment & Melton Design Group Services	

Category E: Contingencies

E **25,000.00 Amount allocated per FRC Project Description**
Remaining Available **25,000.00 Contingencies**

<u>Category</u>	<u>Amount</u>	<u>FRC Invoice #</u>	<u>Description on FRC Invoice</u>
F	0.00		Amount allocated per FRC Project Description
F	-224.50	1056	Carport Down Payment
F	-6,000.00	1069	Pick up Truck
F	-66.36	1069	P/U Truck Tow Equipment
F	-152.70	1073	P/U Accessories
F	-52.20	1073	P/U Oil Change
F	-97.10	1073	P/U wipers, oil, hardware
F	-458.53	1073	Drill Set, Blower, Safety Radios
F	-1,641.00	1073	Truck Insurance
F	-2,020.50	1073	Carport Payment
F	-125.00	1073	Carport Final Payment
F	-132.26	1075	Dolly, Cable Lighting
F	-38.00	1075	Oblong Buckets
F	-99.54	1075	Combos, Tools
F	-96.70	1075	Rope, Pulleys, etc.
F	-404.03	1075	Home Depot, etc. misc.
F	-65.82	1076	Les Schwap-tire repairs
F	-61.10	1077	Amazon Moving Dolly
F	-262.70	1082	Shelving
F	-132.56	1082	Refurbish Trailers
<u>Beyond Scope</u>	<u>-12,130.60</u>		

Bob Marciniak

From: Bob Marciniak
Sent: Wednesday, October 28, 2020 1:20 PM
To: Brad Cooke
Cc: Bill LaGrone; shuber@cotalawfirm.com
Subject: SBF Grant # 3280
Attachments: Disbursement analysis.use of funds.xlsx

Brad, thanks for meeting with me today. All proof of payments related to SBF previous reimbursements have now been received and cleared. Thanks for also providing a copy of the "Feather River Feasibility Study, Forebay Center Rowing Course" that was prepared by Melton Design Group. You indicated that you have a very detailed electronic analysis that you will forward to me via email.

The intention of the SBF Grant was to provide reimbursement for items that were listed on the originally approved request and schedule. Any deviations from that should have been presented for either pre-approval or denial. Some examples of that are the substitution of purchasing a used truck instead of a four-runner, providing payment for insurance and purchasing & having a carport installed.

- The original grant in the amount of \$300,000 was approved on April 24, 2019 and expired on May 1, 2020. A request on April 11, 2020 for an extension to May 20, 2021 is still pending.
- The original grant approval was based on a schedule of proposed/planned expenditures which is detailed in the attachment which also reflects each of the categories & actual expenditures and reimbursements (A-E) and (F) which are items that were not classified.
- As of today there remains \$140,179.87 that has not been disbursed. As we discussed please prepare three separate invoices, with appropriate proof of payment, expenses for reimbursement.
 - Any items in (A-E) incurred before May 1, 2020
 - Any items in (A-E) after May 1, 2020
 - Any items related to the boat yard expansion.

The last invoice received was FRC #1096 in the amount of \$15,729.95 which had been on hold pending proof of previous payments and a clarification of the boat yard expansion.

In preparation for a, date to be determined, SBF Steering Committee Meeting I'd recommend that you provide the following:

1. A copy of the lease with California State Parks
2. A current financial statement including income & expenses
3. A plan for the future operations of the FRC
4. A request for any reallocation of remaining funds

Please let me know via email if you have any questions. Bob

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--
Brad Cooke

Education & Special Events Director

Forebay Aquatic Center

ForebayAquaticCenter.com

(530) 893-2984



SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE STAFF REPORT

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: BILL LAGRONE, SBF FUND ADMINISTRATOR
JORDAN DALEY, SBF COORDINATOR**

RE: POTENTIAL 2021 NOTICE OF FUNDS AVAILABLE (NOFA)

DATE: DECEMBER 2, 2020

SUMMARY

The committee will review the current SBF available funds, identify allocations for the 2020/2021 fiscal year, and provide direction to staff for the release of a 2021 Notice of Funds Available (NOFA).

DISCUSSION

As funds are provided to the SBF the RFSP recommends distributing them into the following categories:

1. Marketing/Community Benefit Fund (to include; marketing brochures, maps, signage, Event Coordinator for five major Oroville events), small requests from the community, a safety stipend for MLE program designated for park/river patrol)
2. Projects (as approved by the SBF Steering Committee using the formal NOFA process. A determination of type of project(s) and percentage of matching funds is also set.
3. Revolving Loan Fund (assumes that funds will be paid back and ultimately added to the projects category)
4. Reserve Fund and Administrative Fund (provides ability to protect against overrides in projects or other commitments and funds to maintain the administrative management of the SBF)

At the August 28, 2020 SBF Steering Committee Quarterly Meeting staff was directed to combine the existing funds of \$140,000.00 that have been held in the Revolving Loan Fund (which has never been requested or used) with the existing available funds of \$146,676.56 providing a total of \$246,676.56 that could be considered for a NOFA.

Besides those funds there remains \$150,000.00 in reserves. The reserve funds plus the remaining balance at DWR of \$135,000.00 would provide \$285,000.00 for future use which includes SBF Administration pending the FERC license approval. The funds could provide administrative funding for about five years if needed.

FISCAL IMPACT

Reduces unallocated SBF funds by funds made available

RECOMMENDATION

(1) Allocate funds for 2021 NOFA or, (2) provide direction to staff

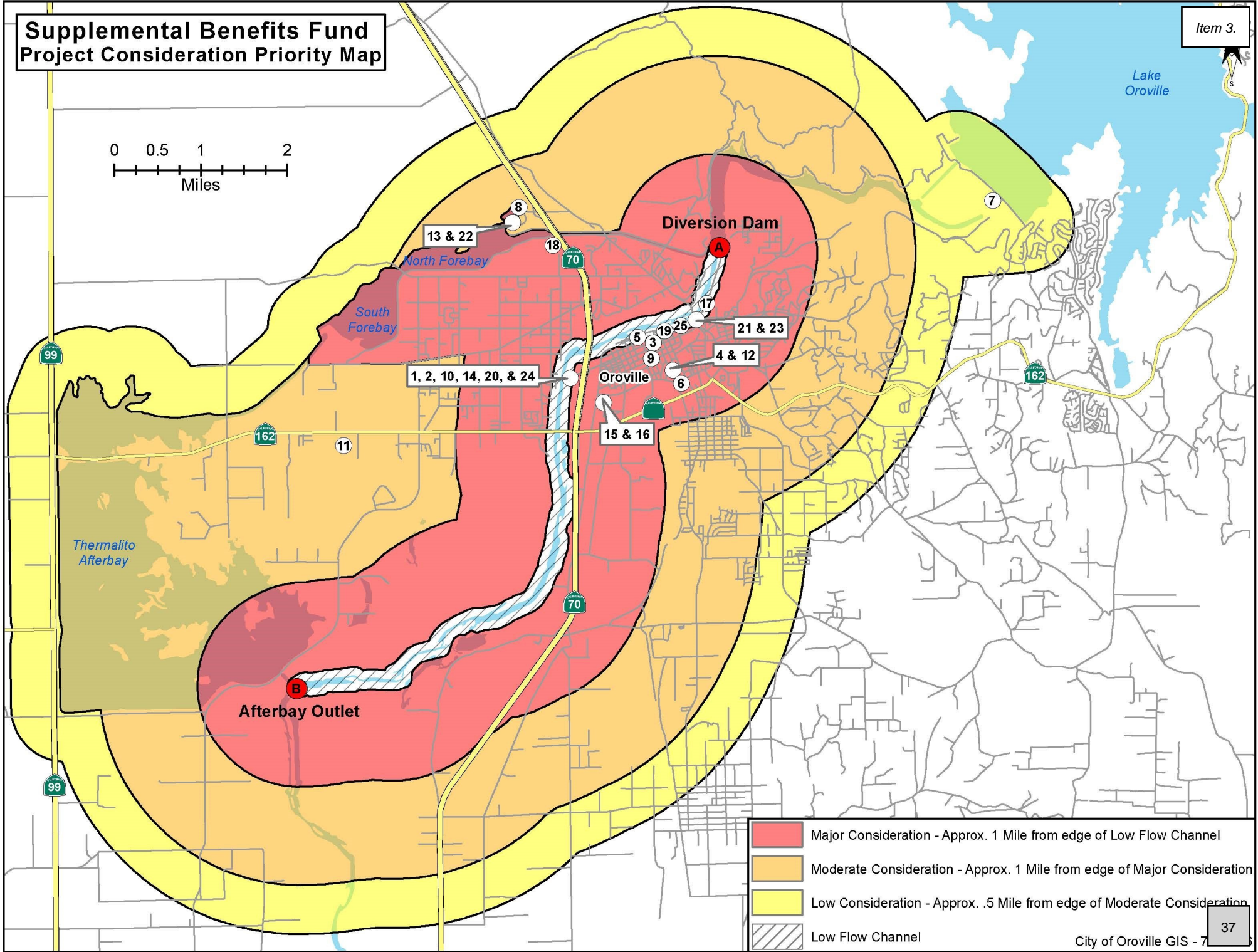
ATTACHMENTS

SBF Priority Map

Supplemental Benefits Fund Project Consideration Priority Map



Item 3.



- Major Consideration - Approx. 1 Mile from edge of Low Flow Channel
- Moderate Consideration - Approx. 1 Mile from edge of Major Consideration
- Low Consideration - Approx. .5 Mile from edge of Moderate Consideration
- Low Flow Channel