



SUPPLEMENTAL BENEFITS FUND

STEERING COMMITTEE

REGULAR QUARTERLY MEETING

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

AUGUST 26, 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

With the Governors Declaration of Emergency for the State of California (Executive Order N-25-20), the Oroville City Council requests the help of the public in preventing the spread of the coronavirus and COVID-19. In light of the social distancing requirements limiting groups to 10 people or less the council chambers will remain closed to the public for the foreseeable future.

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 12:00 PM your comments to publiccomment@cityoforoville.org
2. Please note, there will be an in-person mic and active speakers outside the council chambers, in order to help prevent the spread of COVID-19.

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, 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.

PRESENTATIONS / UPDATES

1. 4th of July Summary from Upstate Community Enhancement Foundation (Event Coordinator)

CONSENT CALENDAR

2. APPROVAL OF THE MINUTES

The SBF Steering Committee may approve the minutes of May 20, 2020.

RECOMENDATION

Approve the minutes of 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. CONSULTING AGREEMENT MARCINIAK CONSULTING SERVICES

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

RECOMMENDATION

Receive the information and (1) approve the agreement

REGULAR BUSINESS

5. SBF PROGRAM SPECIALIST

The Committee will discuss the workflow and future funding of the SBF Program Specialist Position.

RECOMMENDATION

Provide direction

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

The SBF Steering Committee will receive the revised budget for the remaining funds of Grant No: 3273. (The staff report will be provided prior to the meeting)

RECOMMENDATION

Approve revised budget and grant extension to May 29, 2021 (or) Provide staff direction

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

8. FEATHER RIVER CENTER AGREEMENT NO. 3280 AMENDMENT

The SBF Steering Committee may consider changing the terms of 2018 NOFA Agreement No.3280 with Feather River Center.

RECOMMENDATION

Amend & Extend Agreement No.3280 or provide direction to staff.

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

DEPARTMENT OF WATER RESOURCES ADVISOR REPORT (Eric See)

STATE WATER CONTRACTORS ADVISOR REPORT (Jonathan Young)

SBF PROGRAM SPECIALIST WRITTEN REPORT (Bob Marciniak, Acting SBF PS)

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, 2020 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 October 28, 2020 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.

2020 Lake Oroville Fireworks Report

July 4, 2020

Prepared by Ray Laager, Event Coordinator - Upstate Community Enhancement Foundation

Overview

The Lake Oroville Fireworks is a collaboration of a number of organizations and agencies including: the Dept. of Water Resources, California State Parks, California Highway Patrol, Butte County Sheriff's Office, CA Fish & Game, Cal Fire, Oroville Fire Dept., Oroville Police Dept., Oroville Public Safety Dept., Rotary of Oroville, Oroville Chamber of Commerce, Feather River Park and Recreation District, City of Oroville, Oroville Airport, Oroville Chamber of Commerce, Pyro Spectacular and the Upstate Community Enhancement Foundation.

Without the support of these organizations this event would not be possible. I'd like to thank everyone involved for their professionalism and commitment to facilitating this wonderful community event.

Due to the Covid - 19 shutdown and suspension of gathering the usual locations for the Fireworks display were not available for 2020. The event was moved from the Thermalito North and South Forebay and Nelson Sports Complex to the Oroville Airport. This site was chosen to prevent 'social gathering', and to launch from a 'fire safe site' and create the greatest visibility for the viewing public.

That being said, crowd estimation was difficult, as the fireworks display was visible from homes, yards and streets in the airport area. Dave Pittman of the Noon Rotary Club estimated that 10,000 people drove to the area surrounding the airport to watch the display. The display was also visible from a number of locations around Oroville. Eric Smith of the Oroville Chamber of Commerce also 'live streamed' the display on the Chamber Facebook page. If you include the homeowners, people who watched from the foothill and locations in Oroville who can see the airport, the total number of who watched the display will surely be much higher. All told the total estimate is 18,000 viewers.

In 2020, a total of 8 meetings were held ; 3/27, 4/24, 5/15, 5/29, 6/12, 6/19, 6/29 and 7/10. Meetings were lead by Elizabeth Whitmore of DWR and she also created and distributed the meeting minutes. Due to the Covid - 19 virus all meetings were held via conference call.

The Noon Rotary of Oroville spearheaded the fund raising effort for this event and raised a total of \$24,695.00. Donations were promoted on Facebook, through the Chamber of Commerce website, social media, as well as letters sent out by the Oroville Rotary Club.

The actual fireworks contract was for \$20,000.00 and facilitated through Upstate Community Enhancement Foundation. UCEF acted as the fiscal receiver for the event, passing all funds from Noon Rotary Club of Oroville to UCEF, with no commission or fees. UCEF then paid out to Pyro Spectacular and secured and paid for all necessary

permits. The insurance for the event is also provided through the Upstate Community Enhancement Foundation at no cost to the event. Permits for the event included the City of Oroville Event Permit, \$108.55 and the Airport Usage Fee of \$600.00. Any remaining funds are help by the Rotary of Oroville and will be used to seed the next year’s event.

A few weeks after the event a survey was distributed via Facebook to over 11,000 Facebook followers. The survey was create on ‘Survey Monkey’ containing 10 questions about the event, such as; did you enjoy it, likes, dislikes, what could be better, will you attend next year, will you contribute financially to the event, was the information clear, length of event, how did you here about the event, would you recommend it, where did you come from to see it and did you make any purchases while attending the event. We had 20 people respond to the survey. Most overwhelmingly enjoyed the event, wanted a longer display, felt the information was clear, would attend again and recommend it and would like to see return to the Forebay for 2021 if possible. Full details are in the accompanying electronic files of this report.

Summery - The Fireworks display last approximately 15 minutes and was visible from a lot of different locations in and around greater Oroville. This is a new location and there was a considerable amount of traffic around the airport area, however no traffic incidents were reported.

The Oroville Chamber of Commerce created the Fireworks webpage for the event n their website for donations and information. They also ran ‘Thank you’ messages on the electronic billboards leading up to the event paid through their DWR contract.

The Lake Oroville Fireworks Facebook Page, managed by UCEF had over 1,440 views and has 2,969 like to date. 20 posts were made to Facebook Page by UCEF for the event. Due to uniqueness of this years event, mass marketing of the event was not done for fear we would attract to many people a cause both heath and safety problems. However, UCEF arranged a number of free publicity events and the Oroville Fireworks were featured on newsletter e-blasts by UCEF and the Shasta County Arts Council reaching over 26,000 impressions. Interviews where arranged and conducted on KHSL TV channel 12, KZFR 90.1fm and a number of news stories appeared in the local newspapers. The event was also promoted on 7 different Facebook pages reaching over 20,000 and promoted through the Oroville Chamber of Commerce website and boosted on their Facebook page. There was no cost to the event for this information to be distributed.

Major Cash Donations Raised by Rotary

Explore Butte County	\$5,000	California Water Service	\$5,000
Oroville Hospital	\$1,000	Taco Bell	\$1,000
Precision Pump	\$1,000	Gold County Casino	\$500
Pioneer Collision Center	\$500	Hollen Trucking	\$500
Atlas Financial Advisors	\$500	Mike Ramsey	\$500
Kearbey Dental Group	\$500		

Expenses

Pyro Spectacular North.	\$20,000
City of Oroville Permit.	\$108.55
Airport Usage Fee.	\$600.00
Total	\$20,708.55

'In-Kind' Donations

Recology	\$450.00
Johnny on the Spot	\$182.90
Total.	\$632.90

Media Events

May 23 - Interview on KZFR with Ray Laager on the Rotary fund raising for the Lake Oroville Fireworks.

June 25 - Featured segment on KZFR with Ray Laager about the Lake Oroville Fireworks.

June 29 - Dave Pittman Interview on the 'News at Noon' with Linda Watkins-Bennett.

News articles also appeared in; Enterprise Record and the Oroville Mercury News

Wrap Meeting Analysis

On July 10, the 'Wrap' Meeting was held to review what went right and wrong at this year's event. The overall event was positively received by the public. Traffic in the airport area was heavy but no incidents, accidents or problems where reported. Given the current situation in dealing with Covid - 19 the event went well and was a welcome celebration for the public. Donations where continued to come in following the event. The community really stepped up to show their support for the event. We all hope to return to the Forebay locations for 2021. I would like to thank all those involved in planning, organizing and assisting in this year event. 2020 was something to be proud of, thank you one and all.

Accompanying digital documents

- 2020 Fireworks Survey
- 2020 Fireworks Financial Report
- Meeting Minutes
- Rotary Donation Thermometer

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE



May 20, 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) GovernmentSBF Meetings and Agendas. There was not 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 May 20, 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 Thursday, May 14, 2020 at 4:50 P.M.

The May 20, 2020, Supplemental Benefits Fund Steering Committee Regular Meeting was called to order by Chairperson Scott Thomson at 2:00 P.M.

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; 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

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

Others Present:

Bill LaGrone, SBF Fund Administrator
 Tom Lando, Assistant City Administrator
 Jordan Daley, SBF Program Specialist
 Jackie Glover, Recording Clerk

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

None

CONSENT CALENDAR**1. APPROVAL OF THE MINUTES OF THE JANUARY 22, 2020, REGULAR MEETING****RECOMMENDATION**

Approve the minutes from January 22, 2020

2. APPROVAL OF THE MINUTES OF THE MARCH 12, 2020, SPECIAL MEETING**RECOMMENDATION**

Approve the minutes from March 12, 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 \$26,661.55 for January, February, March and April 2020. These expenses are within the approved SBF 2019-2020 budget.

RECOMMENDATION

This report is informational only.

4. FEATHER RIVER CENTER AGREEMENT NO. 3280 AMENDMENT

The SBF Steering Committee may consider changing the terms of 2018 NOFA Agreement No.3280 with Feather River Center.

RECOMMENDATION

Amend & Extend Agreement No.3280

5. STAGE AGREEMENT NO.3279 CONTINGENCY REALLOCATION

The SBF Steering Committee may consider changing the terms of 2018 NOFA Agreement No.3279 with State Theatre Arts Guild.

RECOMMENDATION

Amend contingencies on Agreement No.3279

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

The SBF Steering Committee may consider extending the terms of Agreement No.3243-2 with Oroville Area Chamber of Commerce.

RECOMMENDATION

Extend Agreement No.3243-2

After discussion of the Consent Calendar. A motion to approve 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, Carter, and Fowler, Vice Chairperson Pittman and Chairperson Thomson.
 Noes: None
 Abstain: None
 Absent: None

PRESENTATIONS/UPDATES

None

REGULAR BUSINESS

7. ESTABLISH SBF ADMINISTRATIVE BUDGET FOR 2020-2021

The Committee will consider approving the Administrative Budget in the amount of \$92,000.00 for fiscal year July 1, 2020 through June 30, 2021.

RECOMMENDATION

Approve 2020-2021 Budget

After discussion of the 2020-2021 Administrative Budget. A motion to approve 2020-2021 Budget was made by Committee Member Brandt and seconded by Committee Member Reynolds.

The motion passed by the following vote:

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

8. SAFETY PATROL AD-HOC COMMITTEE DISCUSSION

The SBF Chairperson may consider a discussion about establishing an Ad Hoc Committee, Safety Patrol

RECOMMENDATION

Establish an Ad Hoc Committee
(or) Provide staff direction

After discussion between the Committee and Eric See from DWR a motion to establish a Safety Ad Hoc Committee and appoint Committee Members Brandt and Pittman with Fowler as an alternate was made by Committee Member Pittman and seconded by Committee Member Brandt. Staff will follow up with Eric See to discuss best avenue for Ad Hoc Committee.

The motion passed by the following vote:

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

9. 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 Marketing/Community Benefit Fund.

RECOMMENDATION

Approve 2021 Chamber of Commerce Funding Agreement

After discussion to use \$60,000 from the Revolving Loan Fund a motion to approve Chamber Funding was made by Committee Member Pittman and seconded by Committee Member Fowler.

The motion passed by the following vote:

Ayes: Committee Members, Reynolds, Carter, and Fowler, 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) a written report is attached
11. STATE WATER CONTRACTORS ADVISOR REPORT (vacant)
12. SBF PROGRAM SPECIALIST WRITTEN REPORT (Jordan Daley)

CORRESPONDENCE

- STAGE Quarterly Report No. 4

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF staff for the July 22, 2020, Regular Quarterly Meeting of the SBF.

Review of Bicycle Study, Whitewater Rafting Study and Equestrian Study
Letter from SBF Committee to State Water Contractors requesting a new Advisory Member

ADJOURNMENT

The meeting was adjourned at 2:45 P.M.

The next regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, July 22, 2020 starting at 2:00 P.M. in the Council Chambers of the City of Oroville.

Scott Thomson, Chairperson

Attachments:

1. Advisory Report presented by Eric See, DWR

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE STAFF REPORT

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

FROM: BILL LAGRONE, SBF FUND ADMINISTRATOR

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

DATE: AUGUST 26, 2020

SUMMARY

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.

DISCUSSION

The expenses are within the guidelines of Contract # 460007302, Exhibit A, Attachment 1, Page 10 "...administrative duties include, but are not limited to, activities associated with management of the Fund." The amount of \$26,661.55 represents actual expenses verified against City of Oroville Sungard electronic financial system charges from May and June 2020.

FISCAL IMPACT

Reduces previously approved 2019-2020 Administrative Budget of \$98,000 by \$15,329.21 with \$13,435.56 remaining which will be closed out and transferred to the SBF available funds category.

RECOMMENDATION

This report is informational only.

ATTACHMENTS

Budget to Actual Expenses Analysis

**Supplemental Benefits Fund (SBF)
Budget to Actual Expense Analysis
Fiscal Year 2019-2020**

Month	Year	Budget	Actual	Variance
July	2019	8,166.66	-4,449.96	3,716.70
August	2019	8,166.66	-9,193.37	-1,026.71
September		8,166.66	-6,789.04	1,377.62
October		8,166.66	-6,099.90	2,066.76
November		8,166.66	-6,088.08	2,078.58
December		8,166.66	-10,005.29	-1,838.63
January		8,166.66	-8,180.72	-14.06
February		8,166.66	-6,206.07	1,960.59
March		8,166.66	-6,137.38	2,029.28
April		8,166.66	-6,085.42	2,081.24
May		8,166.66	-6,884.03	1,282.63
June		8,166.74	-8,445.18	-278.44
<u>Totals:</u>		<u>98,000.00</u>	<u>-84,564.44</u>	<u>13,435.56</u>

The positive variance of \$13,435.56 will be transferred to the available SBF fund category.



CITY OF OROVILLE STAFF REPORT

TO: SBF CHAIRPERSON THOMSON AND COMMITTEE MEMBERS

FROM: BILL LAGRONE, SBF FUND ADMINISTRATOR

RE: CONSULTING AGREEMENT MARCINIAK CONSULTING SERVICES

DATE: AUGUST 26, 2020

SUMMARY

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

DISCUSSION

The former SBF Program Specialist has been asked to provide consulting services to provide assistance, while the SBF Program Specialist is out on medical leave, on an as needed basis, for technical support and utilization of his knowledge of the SBF program.

Mr. Marciniak's rate is \$60.00 per hour. This is the same rate Mr. Marciniak charged for his services in 2019. This rate is a very fair rate. Money for this contract will be paid from the salary savings realized while the SBF Program Specialist is out on leave.

FISCAL IMPACT

Funds are available in the account/SBF-5081

RECOMMENDATION

Receive the information and (1) approve the agreement

ATTACHMENTS

1. Marciniak Consulting Services Proposal
2. Agreement

MARCINIAK CONSULTING SERVICES (MCS)



242 Cottage Creek Drive

Oroville, CA 95966

Cell: (530) 321-2710

Direct: (530) 533-3143

Email: enjoy242@gmail.com

July 28, 2020

Proposal to the City of Oroville, as Fund Administrator of the Supplemental Benefits Fund (SBF), for interim services related to the position of the SBF Program Specialist.

Consultant shall determine, dependent on work requirements, if work will occur at the City offices or consultant's home office or a combination of both.

City to provide:

- **Office space**
- **Computer/desk telephone, standard office supplies**
- **Access to all electronic & physical files related to the Supplemental Benefits Fund**
- **Remote access to all electronic files related to the Supplemental Benefits Fund**

MCS to provide:

- **Consultation and work services related to the Supplemental Benefits Fund**
- **Review and processing of approved grant request invoices**
- **Updating of all electronic & physical files**
- **Updating of all financial records**
- **Updating, as appropriate, of the SBF web page**
- **Preparation of:**
 - **Correspondence**
 - **Meeting Agendas**
 - **Staff Reports & related documents**
 - **Contracts**
 - **Contract revisions**
 - **Site visits, as required or assigned, to grantee projects**

Basic Agreement:

- All services will be performed in a professional manner consistent with previously established SBF criteria.
- The services of the Consultant are to commence on July 29, 2020 and shall continue until November 29, 2020 or sooner dependent on the requirements of the City.
- Consultant will provide a monthly billing detailing days/hours worked and the scope of work performed.
- City will pay consultant within 10 days of approved monthly billing.
- The agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
- All documents, studies, writings prepared by the Consultant will become the property of the City upon payment to the Consultant.

Rate: \$60.00 per hour, billed monthly

**Robert T. Marciniak
Principal, MCS**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of July 28, 2020, by and between the **City of Oroville** a municipal corporation (“City”) **as the Fund Administrator of the Supplemental Benefits Fund (SBF)**, and **Marciniak Consulting Services, Contract Planner/Consultant** (“Consultant”).

RECITALS

- A. The Consultant is specially trained, licensed, experienced and competent to provide professional planning and technical assistance to the Supplemental Benefits Fund Steering Committee, the SBF Program Specialist, and the City of Oroville as required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. The Supplemental Benefits Fund Steering Committee and the City desires to retain the Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the scope of services described in Exhibit “A”, which is attached hereto and incorporated herein by reference.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until July 28, 2020.
3. Compensation. Compensation will be at a rate of **\$60.00 per hour.** Compensation to be paid to Consultant shall be in accordance with the Consultant’s Standard Rate Schedule dated December 31, 2020 which is

included in Exhibit A and incorporated herein by reference. **The Consultant's compensation will be funded as an administrative expense of the Supplemental Benefits Fund.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billing to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 15 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, the Supplemental Benefits Fund Steering Committee or the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Supplemental Benefits Fund Steering Committee City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from the Supplemental Benefits Fund Steering Committee or the City.
6. Termination. This Agreement may be terminated by the SBF or the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the SBF and the City upon payment to Consultant for such work, and the SBF and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to the SBF or the City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for the SBF or the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing, attached as Exhibit D, that the SBF or the City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by the SBF or the City. SBF or the City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
9. Consultant's Books and Records

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to the SBF or the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Supplemental Benefits Fund Steering Committee, City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the SBF or the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Supplemental Benefits Fund or the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property, and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements

and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Consultant represents and warrants to the SBF and the City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to the SBF and the City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Acting SBF Fund Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965**

If to Consultant: **Marciniak Consulting Services
242 Cottage Creek Drive
Oroville, CA 95966**

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor not shall it create any obligation on

- the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
 23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
 24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
 25. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
 26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
 27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the

legal power, right, and authority, to make this Agreement and to bind each respective party.

28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that is and equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

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

CITY OF OROVILLE

MARCINIAK CONSULTING SERVICES

By: _____
Scott Thomson, SBF Chairperson

By: _____

Title: Owner

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

Business License #: _____

Tax ID No.: _____

ATTEST:

By: _____
Bill LaGrone, City Clerk

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

FROM: BILL LAGRONE SBF FUND ADMINISTRATOR

RE: SBF PROGRAM SPECIALIST

DATE: AUGUST 26, 2020

SUMMARY

The Committee will discuss the workflow and future funding of the SBF Program Specialist Position.

DISCUSSION

The City of Oroville as the Fund Administrator (City) of the SBF is required to provide an employee to perform the duties of the SBF Program Specialist (position) and is reimbursed for the time and cost of that employee.

Currently the SBF is reimbursing 100% of one fulltime employee. Prior to 2019 the SBF had reimbursed the City 50% of one fulltime employee for the position.

The current employee has been in the position for over one year with a 100% reimbursement from the SBF.

Considering that the FERC license for Project 2100 still has not been approved and funds previously provided by DWR and held by the City are decreasing and that there are currently less than ten SBF grants to administer it is suggested that the SBF funding be reduced to 50% of one fulltime employee.

FISCAL IMPACT SBF 9920

If the position is reduced to 50% reimbursement by the SBF will decrease by approximately \$3600.00 per month.

RECOMMENDATION

1. Provide direction.

ATTACHMENTS

none

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

FROM: BILL LAGRONE SBF FUND ADMINISTRATOR

RE: STATE THEATRE ARTS GUILD (STAGE)

DATE: AUGUST 26, 2020

SUMMARY

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

DISCUSSION

SBF agreements/contracts are considered reimbursable and require the grantee to provide proof that they have paid the item(s). STAGE has previously been submitting invoices and details of item(s) for reimbursement; however, the actual proof of payment has not been requested or provided. STAGE is requesting consideration to have funds released to them based on invoices as has previously occurred.

An alternative solution may be for the City (SBF Fund Administrator) to make the check(s) payable to the vendor with either a partial or full lien release. In addition, an inspection by the Program Specialist or third party to assure that the work was performed should be done with appropriate notations to the file.

(Agreement/contract excerpt regarding payments)

- 1. 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.

FISCAL IMPACT SBF 9920

None

RECOMMENDATION

1. Provide direction.

ATTACHMENTS

Email from Nancy Weston dated August 19, 2020

Bob Marciniak

From: Nancy Weston <ouisa.nw@gmail.com>
Sent: Wednesday, August 19, 2020 1:23 PM
To: Bob Marciniak
Cc: Bill LaGrone; Cindy Daniluke; Stan Hall; Michael Phulps
Subject: Re: SBF/STAGE Grant Payment Request

ATTENTION: This message originated from outside the **City of Oroville**. Please exercise judgment before opening attachments, clicking on links, or replying.

Bob,

Welcome on board. In the past, we have provided proof of completion and progress by providing a detailed quarterly report, photographs and of course the SBF is always welcome to audit our site during or after the projects. We always provide invoices for any item on our invoice to the SBF. But in the past, we have not been required to provide "**proof of payment.**" What would be considered "proof?" If it is a cancelled check from the bank that could be a lengthy process and dependent on the efficiency of our contractor's in processing our check. Yes. That will be a HUGE drain on cash flow and prohibitive. Not to mention an alteration in our internal procedures which have served for a year and a half. If this is sustained, then we will need an amendment asap. I understand there is a meeting of the committee next week. If so, it is imperative that this be on that agenda.

I understand you have some questions regarding the extension and repurposing of SBF Contract #3273. This is covered in detail in our quarterly reports to the SBF January 2020 and April 2020. I can send you copies if you do not have them. All of the repurposed funds are for the roof projects: Tower wall repair, reconstruction of the drainage discharge system, hatch replacement, new solar system and recovering of the roof on tower, retail and main Theatre. We sent a quarterly report on our progress in July. I can provide an incremental update for next week if that will help. If you want to discuss the details, my phone is 530 990-0152 and I am happy to go over this and send any information you need.

Regards,

Nancy Weston

This message may include confidential and/or private information. If you have inadvertently received this email, please delete it.

On Wed, Aug 19, 2020 at 12:13 PM Bob Marciniak <bmarciniak@cityoforoville.org> wrote:

Hi Nancy, I'm filling in for Jordan while she is on family leave.

I've received your request for payment for \$89,333.98. As required by the SBF agreement/contract prior to reimbursement we require copies of actual proof of payment. (see excerpt from the agreement below) Also, in reviewing the file we have not received proof of payment on all previous grant funds that have been released. I will send you a separate email of what is required for the grant file.

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE STAFF REPORT

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS
FROM: BILL LAGRONE, SBF FUND ADMINISTRATOR
RE: FEATHER RIVER CENTER AGREEMENT NO. 3280 AMENDMENT
DATE: AUGUST 26, 2020

SUMMARY

The SBF Steering Committee may consider changing the terms of 2018 NOFA Agreement No.3280 with Feather River Center.

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 has 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 items should have been in the Regular Calendar and a discussion regarding the request should have occurred. The grantee is requesting a reallocation of \$71,043.63 of the previously approved grant for future expenses related to the Feather River Center.

FISCAL IMPACT

None

RECOMMENDATION

Amend & Extend Agreement No.3280 or provide direction to staff.

ATTACHMENTS

Feather River Center's Request for Extension and Amendment Letter
Melton Contract Amendment
SBF Agreement No. 3280 dated April 24, 2019



FEATHER RIVER CENTER
Aquatics ◦ Education ◦ Recreation

*Promoting education, recreation, boating and water safety, competitive water sports and tourism
in and beyond the Feather River Watershed.*

Forebay Aquatic Center Garden Drive @ Hwy. 70 Oroville CA
Mail: 2485 Notre Dame Blvd., Ste. 370 Box 109, Chico CA 95928
programs@featherrivercenter.org 530-570-2866

A California Nonprofit Public Benefit Corporation
501c3: 17053079315008
EIN: 82-3383740

April 11, 2020

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

Reference SBF Contract #3280

Dear SBF Committee Members:

We would like to thank you very much for your support of the Feather River Center's programs. Your generosity and confidence in us allows for our continued growth with the goal of increased economic development and recreation for the community.

At this time, we have completed much of the work outlined in our Contract.

- Completed initial surveys and Preliminary EIR for the peninsula project creating the Rowing Sprint Course; the initial report suggests another two years of permitting work.

- Purchased three safety launches, three rafts, a pick up truck, trailers, carport, and various other safety equipment related to our programs. See attached breakdown of purchases by program.
- As of this writing we have a fund balance of \$155,056.63 of which \$84,013.00 is committed. This leaves **\$71,043.63** available for reallocation.

We'd like to reallocate our resources in the following manner:

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.

* The new MDG Contract, from February 2020, indicates \$30,000 in compensation for grant writing targeting the Sprint Course development. However, this was prior to COVID-19 and its consequences, hence only a \$19,200 allocation request for that work. Things could still change, given the national uncertainty and further discussion might be necessary.

We are also formally requesting an extension of Grant funds and that they are held in reserve to be applied in 2020-21. We hope you can grant these modifications to our earlier proposal.

Sincerely,

Tony Catalano
Executive Director, Feather River Center
Forebay Aquatic Center
530-570-2866
Programs@featherrivercenter.org

**Feather River Center
Report of SBF Expenditures**

Outdoor Education and Recreation - Invoice #'s included

Invoice #	Items	Expenditures	Balance
			\$70,800.00
SBF Invoice #1018	11 Kayaks/Paddles	\$5,893.98	\$64,906.02
SBF Invoice #1031	SUP Board	\$741.53	\$64,164.49
	SUP Board, Leash, Fin, Plate	\$757.38	\$63,407.11
SBF Invoice #1038	10 SUP, Paddles, Skegs	\$1,027.64	\$62,379.47
	Drain Plugs	\$59.94	\$62,319.53
SBF Invoice #1042	Paddle Rack	\$935.00	\$61,384.53
	PDF Rack, Trailer hitch	\$107.30	\$61,277.23
	4 Pedal Boats	\$11,096.00	\$50,181.23
	2 Quik Shades	\$159.48	\$50,021.75
	Bungees/Carabiners	\$62.00	\$49,959.75
	HD Tarp	\$88.93	\$49,870.82
SBF Invoice #1044	Whaler Rescue Equip	\$75.09	\$49,795.73
SBF Invoice #1050	Whaler Maintenance	\$590.67	\$49,205.06
SBF Invoice #1066	Whaler Maintenance-share	\$11.47	\$49,193.59
	Carport Down Pymt	\$224.50	\$48,969.09
SBF Invoice #1069	Pick Up Truck	\$6,000.00	\$42,969.09
	P/U Truck Tow Equipment	\$66.36	\$42,902.73
SBF Invoice #1073	P/U Accessories	\$152.70	\$42,750.03
	P/U Oil Change	\$52.20	\$42,697.83
	P/U wipers, oil, hdwe.	\$97.10	\$42,600.73
	Drill Set, Blower, Safety Radios	\$458.53	\$42,142.20

	Truck Insurance	\$1,641.00	\$40,501.20
	Carport Pymt	\$2,020.50	\$38,480.70
	Carport Final Pymt	\$125.00	\$38,355.70
	3 Rafts	\$2,800.00	\$35,555.70
SBF Invoice #1075	PFD's/Paddles, Dry Bags, Raft Tube	\$3,261.64	\$32,294.06
	Paddle Barrel Storage	\$37.53	\$32,256.53
	Dolly, Cable Lighting	\$132.26	\$32,124.27
	Oblong Buckets	\$38.00	\$32,086.27
	Combos, Tools	\$99.54	\$31,986.73
	Rope, Pulleys, etc.	\$96.70	\$31,890.03
	3 Used Rafts	\$2,800.00	\$29,090.03
	Home Depot, etc., Misc.	\$404.03	\$28,686.00
SBF Invoice#1076	Les Schwab-tire repairs	\$65.82	\$28,620.18
SBf Invoice #1077	PFD's, Paddles, Tiedowns	\$1,533.46	\$27,086.72
	Amazon - Moving Dolly	\$61.12	\$27,025.60
	Amazon Floating Island	\$407.54	\$26,618.06
SBF Invoice#1079	2 Used Boat Trailers	\$450.00	\$26,168.06
SBF Invoice #1082	2 Paddle Barrels	\$75.07	\$26,092.99
	Shelving	\$262.70	\$25,830.29
	Refurbish Trailers	\$132.56	\$25,697.73
SBF Invoice # 1086	Kayak Seats, Scupper Stoppers	\$398.57	\$25,299.16
Total Spent			\$45,500.84

Butte Sailing Club

	Expenditures	Balance
Opening		\$40,000.00
1 Trailer	\$378.86	\$39,621.14
2 Trailers	\$569.88	\$39,051.26
Safety Launch	\$5,250.00	\$33,801.26
Racing Marks	\$312.28	\$33,488.99
Safety Launch Registration	\$396.00	\$33,092.99
Safety Launch Refit Parts	\$329.63	\$32,763.36
Safety Launch Refit	\$288.28	\$32,475.08
Total Spent		\$7,524.93

TMRC and CSUC Rowing

	Expenditures	Balance
Opening		\$58,000.00
Merc. 9.9	\$2,155.00	\$55,845.00
Whaler Repair	\$295.33	\$55,549.67
Whaler Repair	\$37.55	\$55,512.12
Racing Marks	\$312.28	\$55,199.85
Whaler Repair-share	\$11.47	\$55,188.38
Still Water Designs	\$25,420.00	\$29,768.38
Total Spent		\$28,231.63

Peninsula Project for Rowing Sprint Course/Project Mgmt.

	Expenditures	Balance
Opening		\$101,200.00
MDG	\$13,772.00	\$87,428.00
MDG	\$17,869.00	\$69,559.00
MDG	\$15,246.00	\$64,313.00
Total Spent		\$46,887.00

Executive Director Payments	Expenditures	Balance
Opening		\$30,000.00
6/10/19	\$2,400.00	\$17,600.00
7/21/19	\$2,400.00	\$15,200.00
8/5/19	\$2,400.00	\$12,800.00
9/5/19	\$2,400.00	\$10,400.00
10/5/19	\$2,400.00	\$8,000.00
11/5/19	\$2,400.00	\$5,600.00
12/5/19	\$2,400.00	\$3,200.00
Total Spent		\$16,800.00

**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.

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.

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."

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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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

**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)

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 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.

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

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.

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