



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

August 15, 2023
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, please submit the form prior to the conclusion of the staff presentation for that item. Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)). Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.**

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with the the Personnel Officer and City Attorney to consider the evaluation of performance related to the following position: City Administrator

OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

PRESENTATIONS AND PROCLAMATIONS

1. Proclamation honoring Gonzalo "Pee Wee" Curiel

PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 - 4** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. **PROFESSIONAL SERVICES AGREEMENT WITH RSG FOR AFFORDABLE HOUSING ADVISORY AND ANNUAL REPORTING SERVICES**

The Council may consider a Professional Services Agreement with RSG for Affordable Housing Annual Reporting Services for a period of three (3) years. in an amount not to exceed an \$28,500.

RECOMMENDATION

Adopt Resolution No. 9178 – A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RSG., FOR annual reporting services, in an amount not to exceed \$28,500, THROUGH AUGUST 18, 2026 – (Agreement No. 3469).

2. ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 22-CDBG-PI-00026 AND ESTABLISH BUDGET FOR IMPROVEMENTS TO THE OROVILLE CONVENTION CENTER

The Council may consider accepting the 2022 Community Development Block Grant (CDBG) Program Income Only Grant Agreement No. 22-CDBG-PI-00026, in the amount of \$1,400,000 and establish a budget for general administration and program activities.

RECOMMENDATION

Accept the 2022 Community Development Block Grant Program Income Allocation, Agreement No. 22-CDBG-PI-00026, in the amount of \$1,400,000.00.

Approve Budget Adjustment indicated in the fiscal impact of this Staff Report, dated August 15, 2023.

3. REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS

The Council may consider a request to waive the admission fees for various events to be hosted by the Oroville Docents at City museums including the Bolt's Antique Tool Museum, the Pioneer Museum, the Chinese Temple & Museum Complex, and The Feather River Nature Center.

RECOMMENDATION

Staff recommend approval of the fee waivers for the outlined promotional events at the Oroville Museums in Fiscal Year 2023/24.

4. PURCHASE OF NEW AND MODIFICATION OF EXISTING WATER RESCUE TRAILER

The Council may review and approve the intentions of the Fire Department to improve, through modification, the existing water rescue trailer. Council will also consider the purchase an additional trailer.

RECOMMENDATION

Approve modification to the city owned trailer.

REGULAR BUSINESS

5. AGREEMENT AMENDMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING FOR SB 1383 IMPLEMENTATION AND COMPLIANCE (REDUCTION OF ORGANIC WASTE IN LANDFILLS) FOR FISCAL YEAR 2023/24

The Council will consider amending the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance for Fiscal Year 2023/24 (FY 2023/24).

RECOMMENDATION

Staff recommends approval of an amendment to the Agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance in an amount not to exceed \$98,800 through FY 2023/24.

6. ANNUAL USE OF “MILITARY EQUIPMENT” AS DEFINED IN THE OROVILLE MUNICIPAL CODE

The Council will receive the Oroville Police Department Annual Military Equipment Use Report for 2023. The report contains a summary of the Military equipment quantity possessed.

RECOMMENDATION

Receive public input and approve report.

7. PURCHASE OF MOBILE AUDIO AND VIDEO SYSTEMS FOR MARKED PATROL VEHICLES AND INTERVIEW ROOM CAMERA SYSTEM UPGRADE from axon enterprises, inc.

The City Council will consider authorizing the Police Department to purchase mobile audio and video systems for police vehicles and inter

RECOMMENDATION

City Council approve the Chief of Police to enter into a 5-year agreement with Axon for the purchase of the Axon Fleet system for twenty-five (25) vehicles.

City Council authorize the Chief of Police, with the approval of the City Administrator, to add additional vehicles to the agreement during the term of the agreement provided funding is available.

City Council approve the purchase of the upgraded interview room camera system.

8. NORTH STAR PLACE BRANDING FINAL BRAND REPORT

The Council will consider approving the proposed Oroville brand and marketing plan by North Star Place Branding and Marketing, including a budget adjustment of \$28,000.

RECOMMENDATION

Approve the new Oroville Brand as presented by North Star Place Branding.

Approve the first-year marketing plan, timeline, and \$72,000 budget.

Approve an additional not-to-exceed \$28,000 for one year of additional creative materials and coaching by North Star.

Approve contract amendment with North Star.

9. LETTER TO FEDERAL ENERGY REGULATORY COMMISSION REGARDING RELICENSING OF OROVILLE DAM – PROJECT NO. 2100

The Council will review and provide input on draft letter addressed to the Federal Energy Regulatory Commission (FERC) with regard to the relicensing of the Oroville Dam – Project No. 2100.

RECOMMENDATION

Direct staff to send the letter as drafted; or provide alternative direction to staff with regard to draft letter.

10. COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMITTEES AND COMMISSIONS

City Council may appoint individuals to the Arts Commission, Parks Commission, Planning Commission, and Citizen’s Oversight Committee.

RECOMMENDATION

Appoint the following individuals to the Arts Commission with terms expiring June 20, 2027 – David Tamori and Andee Krantz (Representative from the Parks Commission); and

Appoint Chris Hix to the Parks commission with a term that expires on June 30, 2028; and

Appoint Audrey Holt to the Planning Commission with a term that expires on June 30, 2027; and

Appoint the following individuals to the Citizens Oversight Committee with a terms expiring June 30, 2027 – Mark Grover, JD Holt.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

[i](#) Monthly Police Department Report

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on September 5, 2023 at 4:00 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.

Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.

City of Oroville

***A PROCLAMATION IN RECOGNITION AND APPRECIATION OF
GONZALO PEE WEE CURIEL***

WHEREAS, the Oroville City Council and all departments of the City of Oroville recognize and appreciate the enormous contributions given so generously by Gonzalo Pee Wee Curiel to this community; and

WHEREAS, Pee Wee is an instrumental part of the Oroville Airport Community and is dedicated to promoting the Oroville Airport; and

WHEREAS, Pee Wee has done an outstanding job at organizing and managing Fly in's at the Oroville Airport, successfully bringing hundreds of people from all over the area to our Community; and

WHEREAS, Pee Wee's a lifelong resident and advocate of Oroville, and a member of the EAA and foundations of flights.

NOW, THEREFORE, I, David Pittman, Mayor of the City of Oroville, in concurrence with the Oroville City Council, do hereby recognize Pee Wee for his generosity and valuable contribution to the Oroville community and urge all citizens to join with me in this sincere expression of appreciation for his outstanding community service.

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH RSG FOR
AFFORDABLE HOUSING ADVISORY AND ANNUAL REPORTING
SERVICES**

DATE: August 15, 2023

SUMMARY

The Council may consider a Professional Services Agreement with RSG for Affordable Housing Annual Reporting Services for a period of three (3) years. in an amount not to exceed an \$28,500.

DISCUSSION

Staff is seeking council approval to enter into a Professional Services Agreement with RSG, to assist the City in administering its affordable housing program for three years. The Agreement is for as-needed services for operational burdens created by SB341; including but not limited to the preparation of annual reports required by State law, such as, the Housing Expenditure Report, an independent financial audit for Low- and Moderate-Income Housing Asset Fund and the expanded HCD Annual Report (APR) for the Housing Element.

Staff distributed an RFQ on June 6, 2023, to seven (7) companies and received only two (2) quotes by the due date of June 21, 2023. City staff is recommending that council approve an contract with RSG due to their competitive pricing, the fact that they are familiar with the City and the fact that they have all of the historical information needed to complete the reporting.

RSG has been contracting with the City of Oroville for more than fifteen (15) years, acting as consultant for Housing Advisory Services, the dissolution of the Redevelopment Agency (RDA) and the continuing Disclosure of the RDA and has been submitting Annual Housing Element Reports and SB341 reports on behalf of the City. Staff has been extremely satisfied with services provided by RSG.

FISCAL IMPACT

Housing Program Fund (Outside Services) 7011-6360-1418910 \$28,500

The Housing Program Fund unencumbered balance as of August 31, 2023, is \$899,622.

RECOMMENDATION

Adopt Resolution No. 9178 – A RESOLUTION OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RSG., FOR ANNUAL REPORTING SERVICES, IN AN AMOUNT NOT TO EXCEED \$28,500, THROUGH AUGUST 18, 2026 – (Agreement No. 3469).

ATTACHMENTS

Resolution No. 9178
Agreement No. 3469
Housing Tools Proposal

**CITY OF OROVILLE
RESOLUTION NO. 9178**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH RSG, FOR ANNUAL REPORTING, IN AN AMOUNT NOT TO EXCEED \$28,500, THROUGH AUGUST 31, 2026.

(AGREEMENT NO. 3469)

NOW THEREFORE, by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with RSG for annual housing reporting services through August 31, 2026.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on August 15, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES
No. 3469

This Agreement is made and entered into as of **August 15, 2023**, by and between the **City of Oroville**, a municipal corporation (“City”) and **RSG** (“Consultant”).

RECITALS

1. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
2. 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; and
3. City desires to retain Consultant to provide Annual Affordable Housing Advisory and Reporting Services for a three-year period through June 30, 2026.

AGREEMENT

1. **SCOPE OF SERVICES.** The Consultant shall furnish but are not limited to the following services in a professional manner:
 - A. Prepare annually, the Housing Expenditure Report to be prepared in conjunction with the annual financial audit within 6 months after the fiscal year and are typically completed by the end of December for the preceding year
 - B. Prepare annually, an independent financial audit for the low- and moderate-income Housing Asset Fund (“Housing Program Fund”) inherited from the former Redevelopment Agency within 6 months of the end of each fiscal year.
 - C. Beyond the audit, the Annual Report (APR) will need to be expanded to include

additional information not found in the State Department of Housing and Community Development (HCD) annual report template.

D. Prepare and expand annually, the Housing Element Annual Report (APR) pursuant to the Health and Safety Code Section 34176.1(f) and submit to HCD and the Governor’s Office of Planning and Research (OPR) to be submitted annual by April 1st of each year.

E. Other tasks, as requested.

1. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by August 31, 2026.

2. COMPENSATION. Compensation in the amount of \$28,500 to be paid to Consultant is set forth as follows:

2023-24	\$ 9,000.00
2024-25	\$ 9,500.00
2025-26	\$10,000.00

In no event shall Consultant’s compensation exceed the amount of Twenty-eight thousand five hundred dollars (\$28,500) without additional written authorization from the City. 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.

3. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant’s invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after

approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.

4. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by 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 City.
5. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or 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.
6. 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 City upon payment to Consultant for such work, 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 City within three (3) days after written request.
7. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-

license 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 that 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 City. 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.

8. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed

confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services re rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. 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 City for a minimum period of five (5) 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 five (5) years, or for any longer period required by law, from the date of termination or completion of this 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 City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its 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 for a period of (5) five years or longer, from the date of termination or completion of 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 the records and documents be maintained by City Hall.

12. 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 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.

13. 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:

1. 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
 2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. 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 under this Agreement shall be performed by Consultant and 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.
15. 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.

16. LICENSES. Consultant represents and warrants to 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 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.
17. 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, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. 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 "C" attached hereto.
19. 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: **Amy Bergstrand/Housing
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant:

**Jim Simon, Principal
RSG, Inc.
170 Eucalyptus Ave., Suite 200
Vista, CA 92084**

20. 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.
21. 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.
22. ASSIGNMENT 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 nor 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.

23. 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.
24. 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.
25. CONTROLLING LAW AND 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.
26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this Agreement commences any legal action against the other party 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.
27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall

have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. 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.
29. 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.
30. 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.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other

disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin.

Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent

data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.
37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or

employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from

complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is

provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

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

CITY OF OROVILLE

David Pittman, Mayor

CONSULTANT

Jim Simon, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Brian Ring, City Clerk

Attachments:

“A” Insurance Requirements



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR,
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

**RE: ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT
STANDARD AGREEMENT 22-CDBG-PI-00026 AND ESTABLISH
BUDGET FOR IMPROVEMENTS TO THE OROVILLE
CONVENTION CENTER**

DATE: AUGUST 15, 2023

SUMMARY

The Council may consider accepting the 2022 Community Development Block Grant (CDBG) Program Income Only Grant Agreement No. 22-CDBG-PI-00026, in the amount of \$1,400,000 and establish a budget for general administration and program activities.

DISCUSSION

The City Council adopted Resolution No.9098 on September 20, 2022, approving the submittal of an application for the utilization of CDBG Program Income funds from the State Department of Housing and Community Development for Improvements to the Oroville Convention Center. The application was approved to utilize program income on-hand and future receipts up to \$1,400,000, broken into the following categories:

1. Oroville Convention Center Improvements:	\$1,282,000.00
2. General Administration:	<u>\$ 118,000.00</u>
	\$1,400,000.00

The Scope of Work includes, but is not limited to the following improvements:

- Remodel men’s and women’s restroom, dressing area and showers. To include new lighting, plumbing, electrical, and accessible upgrades;
- The stage to be modified to accommodate a new restroom and dressing area;
- Installation of a wheelchair lift at each side of the stage; and Accessible upgrades to Foyer including new doors, glazing to walls, new energy efficient windows, epoxy floors and interior paint, new trellis/awning.

At the time of the application, the fund balance was approximately, \$850,000.00. On July 14, 2023, the time of Award Notification, that amount had increased to \$1,158,134.17 and will continue to increase monthly until it reaches \$1,400,000. State CDBG staff will amend the award notification to increase the award amount for this project as the program income balance increases and is made available. If the City of Oroville does not receive program income at the rate that the improvements are occurring, City will supplement the project using Capital Improvement funds, then reimburse the fund when/if the PI comes in.

FISCAL IMPACT

There is no General Fund impact.

A budget adjustment will be required to establish a budget as follows:

Fund 229, Project Code 2200026

Account No.	Account Name	Amount
5100-5610	Direct Labor	\$ 50,000.00
6000	Advertising	\$ 1,500.00
6070	Fuel	\$ 1,000.00
6270	Office Expenses	\$ 3,500.00
6360	Outside Services	\$1,340,500.00
6470	Telecommunications	<u>\$ 3,500.00</u>
		\$1,400,000.00

RECOMMENDATION

1. Accept the 2022 Community Development Block Grant Program Income Allocation, Agreement No. 22-CDBG-PI-00026, in the amount of \$1,400,000.00.
2. Approve Budget Adjustment indicated in the fiscal impact of this Staff Report, dated August 15, 2023.

ATTACHMENTS

Award Announcement

SCO ID:

Item 2.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-CDBG-PI-00026	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

City of Oroville

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Thirty-Six (36) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$1,400,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions	04/2017
+ -	Exhibit D CDBG Program Terms and Conditions	25
+ -	Exhibit E Program Application	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Oroville

CONTRACTOR BUSINESS ADDRESS

1735 Montgomery St

CITY

Oroville

STATE

CA

ZIP

95965

PRINTED NAME OF PERSON SIGNING

Brian Ring

TITLE

City Administrator

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

7/17/23

SCO ID:

Item 2.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-CDBG-PI-00026	PURCHASING AUTHORITY NUMBER (If Applicable)
---	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business & Contract Services Branch
 2020 W. El Camino Avenue, Suite 130, 95833
 P. O. Box 952054
 Sacramento, CA 94252-2054
 (916) 263-6872
www.hcd.ca.gov



Brian Ring, City Administrator
 City of Oroville
 1735 Montgomery St
 Oroville, CA 95965

Dear Brian Ring:

RE: City of Oroville
Contract No.: 22-CDBG-PI-00026

Congratulations on your Community Development Block Grant (CDBG) Program Award. You have received your CDBG Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)

STD 213 Cover- page

Exhibit A Authority, Purpose and Scope of Work

Exhibit B Budget Detail and Payment Provisions

Exhibit C General Terms and Conditions -GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title, and date**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System within 30 days from the date of this letter.
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Mamie Early, CDBG Program Manager, Federal Programs Branch, at (916) 776-7753 or email cdbg@hcd.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Contracts Analyst

cc: Marisa Fogal, Section Chief, Federal Programs Branch

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the reservation of funds under the State of California's administration of the federal Community Development Block Grant Program for non-entitlement jurisdictions (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the federal System of Award Management Assistance Listings (formerly Catalog of Federal Domestic Assistance) as 14.228 - CDBG -Community Development Block Grant Program. In accepting this reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT A

comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
 - 1) Benefit to Low/Moderate Income Persons or Households,
 - 2) Urgent Need, or
 - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

3. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CDBG Grantee agrees that no Work toward the implementation of the project activity or program activity, as identified in Exhibit E, shall commence without prior written authorization from the Department prior to the execution of this Agreement by the Department.

4. Term of Agreement and Performance Milestones

- A. Term of Agreement: The Grantee shall complete the grant activity and/or activities on or before 36 months (three (3) years) from the Department's execution date identified on the STD 213 of this Standard Agreement ("Contract Expiration Date". Any extensions beyond the 36 months will require the Department's approval and a contract amendment.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT A

- B. Expenditure Deadline: All costs to be reimbursed with Program funds shall be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213. Costs incurred after the Expenditure Deadline are not eligible for reimbursement.
- 1) Reporting Deadlines:
 - a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than the Contract Expiration Date.
 - b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Contract Expiration Date deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee will be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E.
- 1) Failure to Meet Milestones:
 - a) Failure to meet the first milestone identified in Exhibit E, is a material breach and will result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
 - 2) Failure to meet any given subsequent milestones identified in Exhibit E, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT A

- 3) Any milestone or deadline except the first milestone, the final activity report milestone, and the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

D. Scope of Work Revisions and Amendments

- 1) Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, a change in National Objective, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:
 - a) Adjustments that itemize the scope of work, revise milestone deadlines, except for first and last milestones, and change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce count of estimated beneficiaries.
 - b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without changing the overall budget.
- 2) Contract Amendments: Adjustments to the Scope of Work that require an increase or a reduced scope of work, that change the National Objective, or that change the type or reduces the number of beneficiaries assisted shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed. Contract Amendments shall include but not be limited to:

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT A

- a) Adjustments that either add scope beyond what was included in the original application, or that reduce scope such that the activity is materially different from the original application, or that reduce estimated beneficiary counts.
- b) Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.
- 3) HUD Matrix Codes: If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

E. State CDBG Program Contract Management

- 1) Department Contract Manager: For purposes of this Agreement, the State CDBG Program Contract Manager for the Department is the Program Manager(s) of the State CDBG Program in the Division of Federal Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address*:

State CDBG Program Contract Manager
 Division of Financial Assistance
 Department of Housing and Community Development
 P.O. Box 952054
 Sacramento, California 94252-2054
 Ph: (916) 890-6819
 Email: CDBG@hcd.ca.gov

**Due to the telework policy in place for the State of California communications should be done electronically to ensure timely response.*

- 2) Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

Program Name: Community Development Block Grant (CDBG)
 NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
 Approved Date: 04/20/2023
 Prep. Date: 6/14/2023

EXHIBIT A

- a) Financial Reports (Funds Requests);
 - b) Activity Reports;
 - c) Semi-Annual Reports;
 - d) Annual Reports;
 - e) Submittal of any and all requested supporting documentation;
 - f) Standard Agreement Revisions (non-material contract changes);
and,
 - g) Standard Agreement Amendments (material contract changes).
- 3) **Grantee Contract Administrator**: The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.
- 4) **Capacity to Contract**: Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.
- 5) **Authority to Execute**: Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT A

determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Budget**

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the state's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports narrative section required for such activity and provide supporting documentation. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B**2. Availability of Funds**

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. No activity costs may be incurred, or funds reimbursed until the Grantee has documented compliance with the applicable National Environmental Policy Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq., and an authorization to incur costs from the Department has been received or the contract has been fully executed.
- B. **Allowable Costs:** Allowable costs shall mean those necessary and proper costs under 2 CFR 200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR 200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. **Priority of Funds:** The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B

- D. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR 200.302, and the internal control requirements of 2 CFR 200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. **Disencumbering Funds:** The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, the funds that are not able to be spent in their entirety prior to the Expenditure Deadline or that have not been drawn prior to the Contract Expiration Date will be subject to disencumbrance by the Department in its sole and absolute discretion.
- F. **Indirect Costs:** If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. **Pre-Agreement Costs:** Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Project Budget, will **not** be paid with CDBG funds.

4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B

- A. **Reimbursements:** The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, upon presentation of a financial reporting form, and supporting documentation of the cost eligibility. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount documented as having been incurred.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee's discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when a funds will next be requested
- B. **Advances:** The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department's consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. **Final Payment Requests:**
- 1) **Grantees on the Reimbursement Payment System:** All requests for final reimbursement must be submitted no later than sixty (60) days after the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement.
 - 2) **Grantees on the Advance Payment System:** The last advance payment must be submitted to the Department no later than sixty (60) days prior to

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B

the Expenditure Deadline of this Agreement.

- 3) **Return of Unexpended Funds:** All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State procedural guidance for grantees. All returned funds will be disencumbered.
- 4) **All Funds Not Previously Requested:** If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department within 60 days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B) of this Agreement, the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line-item adjustments may be made in accordance with the following:

- A. **Budget Revisions:** Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing the overall budget.

Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements**A. Expenditure Deadline:**

- 1) All costs to be reimbursed with Program funds must be incurred no later than 33 months (two (2) years and nine (9) months) from the final Department execution date of this Agreement as identified on the STD 213.

The Final Financial Report for the activity must be marked final and submitted within sixty (60) days following the Expenditure Deadline as defined in Exhibit A, Section 4 (B). Financial Reports submitted after this date will not be eligible for reimbursement.

B. Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto;
- 4) Proof of publication of public hearing/meeting that shows compliance with public participation requirements to report the closure of the grant and the results of the completed activity;
- 5) Close out Certification Form signed by the Grantee's authorized signer;
- 6) Project Completion Report; and
- 7) Disencumbrance of Funds form (if applicable).

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT B

If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within twenty-four (24) months after the Contract Expiration Date, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted upon the completion of the activity or no later than the Contract Expiration Date. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- C. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

CDBG PROGRAM TERMS AND CONDITIONS

Federal Grant Identification

CFDA Number: 14.228

1. Definitions

- A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.
 - 1) Acquisition (§ 5305 (a)(1))
 - 2) Public Improvements (§ 5305 (a)(2))
 - 3) Public Facilities (§ 5305 (a)(2) and (5))
 - 4) Code Enforcement (§ 5305 (a)(3))
 - 5) Housing Rehabilitation (§ 5305 (a)(4))
 - 6) Public Services (§ 5305 (a)(8))
 - 7) Planning and Technical Assistance (Section 105(a)(12), (14) and (19))
 - 8) Business Financial Assistance (§ 5305 (a)(17))
 - 9) Microenterprise Assistance (§ 5305 (a)(22))
 - 10) Homeownership (§ 5305 (a)(24))

- B. "Activity Budget" means the budget included in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

- C. "Activity Delivery" (AD) means any reasonable and necessary costs that are not directly related to labor and/or direct construction and/or direct activity implementation costs. These costs must be cost reasonable and directly tie to the completion of the activity to meet a National Objective.

- D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

- E. "Department" means the California Department of Housing and Community Development.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

- F. "Funds Request" is also identified as a Financial Report and refers to the forms and processes required to request the drawdown of CDBG funds. Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a detailed description of work completed during the reporting period, an explanation of why no funds have been expended, and anticipated date when funds will next be requested.
- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. 5305(a)(13).
- H. "Grantee" means the jurisdiction that applied for CDBG funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR 200.458 and 24 CFR 570.489(p) and are costs that are eligible per 2 CFR 200.400 et.seq. that have been itemized on the approved activity budget as identified in Exhibit E, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code 50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR 570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

EXHIBIT D

M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

2. Eligible Activities

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG activities as authorized under 42 U.S.C. 5305 and 24 CFR 570.482.

3. National Objectives

Grantee will only use funds in support of the National Objective identified in Exhibit E. All CDBG funded grant activities must meet a National Objective as defined in 42 U.S.C. 5304(b)(3), as amended, and 24 CFR Part 570.483.

Real Property acquired in whole or in part with CDBG funds must be used to meet the same National Objective for which it was purchased for no less than five years from the date of acquisition. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG funds.

4. Termination and Remedies for Noncompliance

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR 200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR 200.340.

A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the portion to be terminated and the effective date.

EXHIBIT D

- B. Noncompliance and Termination with Cause:** The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR 200.339(b).
- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR 200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
 - 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
 - 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny use of funds) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the Grantee's program or project, as applicable.
 - d) Withhold further and/or future awards of CDBG funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

- f) Take other remedies that may be legally available, including, but not limited to:
 - g) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR 200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee’s contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR 200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee’s contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(I).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.
- 5. Severability**
- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
 - B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT D

6. Waivers

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Uniform Administrative Requirements

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

8. Compliance with State and Federal Laws and Regulations

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG program.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

- B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) regulations concerning State administered Community Development Block Grants, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

9. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

10. Equal Opportunity Requirements and Responsibilities

Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d) regarding relocation and displacement and Section 109 of Title 1 of the Housing and Community Development Act of 1974

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

prohibiting discrimination in CDBG funded programs, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

D. Affirmative Outreach:

1) Contractor or its Service Providers must make known that the use of the facilities, assistance, and services are available to all on a Nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its service providers intend to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the Subrecipient or its service providers must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.

Contractor subrecipients or its Service Providers must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Subrecipients and Service Providers are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

E. Equal Access for Disabilities

- 1) Contractors must provide a language access plan that makes appropriate accommodations for LEP interpretive services and services that support the visually impaired as required by Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794 (contractors receiving federal financial assistance), in conjunction with section 508 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794d (created the U.S. Access Board to regulate websites, electronic information and communication technology (EICT) accessibility); Section 255, of the Communications Act of 1934, as amended; 24 CFR Part 8, including sections 8.3 and 8.4; and 36 CFR Part 1194, 36 CFR §§ 1194.1, 1194.2, and Appendices B and C to Part 1194 (accessibility standards for disabled to communication technology); see U.S. Access Board website;
- 2) The California State Department of Rehabilitation maintains an Assistive Technology website with resources for services to achieve compliance with recognized standards for non-discriminatory accessibility.

11. Relocation, Displacement, and Acquisition

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

12. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

EXHIBIT D

13. Environmental Compliance

- A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- B. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, *et seq.*
- C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- F. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

- G. Grantee shall comply with all National Environmental Policy Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CDBG funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

14. Procurement

The Grantee shall comply with the procurement provisions in 2 CFR Part 200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR 200, et al, as applicable.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

15. Procurement of Recovered Materials

- A. Grantee and the Grantee’s contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
 - 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.

- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
 - 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

16. Contracting and Labor Standards

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.

EXHIBIT D

- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

18. Contractors and Subrecipients

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

19. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR 570.482 (e) (f), (g) and 570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

EXHIBIT D

- B. Anti-Job Pirating Certification: Pursuant to 24 CFR 570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

20. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

21. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

22. Reporting Requirements

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.

- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Contract Expiration Date as defined in Exhibit A.
- C. Final Activity and Financial Reporting Deadline: Grantee shall complete by deadlines shown in Exhibit B Section 6 "Grant Closing Requirements".
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

23. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

- A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement;
- C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.

- D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

24. Reversion of Assets

Upon expiration of this Agreement, Grantee shall disencumber any CDBG funds, excluding Program Income, remaining in the contract at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG funds (including CDBG funds provided to the Grantee in the form of a loan and Program Income) in excess of \$25,000.00 shall be either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

EXHIBIT D

25. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the CDBG grant no less than once during the thirty-six (36) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR 200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

26. Inspections of Grant Activity

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

27. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

28. Insurance

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

- B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors,, will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities and shall provide adequate written proof thereof to the Department. No

EXHIBIT D

Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

29. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

30. Conflict of Interest

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG assisted activity, or have a financial interest in any contract, subcontract

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

EXHIBIT D

or agreement with respect to a CDBG assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

31. Obligations of Grantee with Respect to Certain Third-Party Relationships

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

32. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional

EXHIBIT D

restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.

California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

34. False, Fictitious or Fraudulent Claims:

Warning: Any person who knowingly makes a false claim or statement to HUD or the Department may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Detecting, Preventing, and Reporting FRAUD

Fraud is a white-collar crime that has a devastating effect on the CDBG program because the CDBG program beneficiaries are victims of this crime when the CDBG program is abused.

HCD wants to stop any criminal assault on the CDBG program it administers, and in doing so all CDBG funds go to people it was designed to help and improve their living conditions.

Combatting Fraud

EXHIBIT D

The U.S. Department of Housing and Urban Development (HUD) Office of Inspector General (OIG) is committed to protecting HUD's programs, operations, and beneficiaries from dishonest individuals and organizations.

HUD cannot combat fraud alone.

HUD relies on HCD and CDBG NOFA applicants to combat CDBG program fraud. HUD also relies on applicants for, and people receiving, HUD benefits, such as tenants receiving rental assistance, borrowers with HUD insured loans, or citizens having their communities restored using HUD grants.

The HUD OIG Hotline number is 1-800-347-3735, this is the primary means to submit allegations of fraud, waste, abuse, mismanagement or Whistleblower related matters for the CDBG program to the Office of Inspector General.

HUD OIG accepts reports of fraud, waste, abuse, or mismanagement in the CDBG program from HUD employees, anyone administering the CDBG program, anyone working in the CDBG program, contractors, and the public.

You can report mismanagement or violations of law, rules, or regulations by HUD employees or program participants.

Fraud, Waste and Abuse in the CDBG program and its operation may be reported in one of the following four (4) ways:

E-mail to: hotline@hudoig.gov

By Phone: Call toll free: 1-800-347-3735

By Fax: 202-708-4829

By Mail:

Department of Housing & Urban Development.
HUD OIG, Office of Investigation, Room 1200
Field Office

One Sansome Street
San Francisco, CA 94104
[\(213\) 534-2518](tel:(213)534-2518)

HUD OIG, Office of Investigation
Suite 4070

Regional Office
300 North Los Angeles Street
Los Angeles, CA 90012
[\(213\) 534-2518](tel:(213)534-2518)

Program Name: Community Development Block Grant (CDBG)
NOFA Date: 04/19/2022; Amended on 06/17/2022 and on 08/12/2022
Approved Date: 04/20/2023
Prep. Date: 6/14/2023

Activity: Improvements to Oroville Convention Center, including the removal of architectural barriers

Linked Form Applications

Improvements to the Oroville Convention Center

Linked Form Profile

EXHIBIT E

Award Number

PO Number

Section I

Activity Category

Public Facilities & Infrastructure Projects

Activity (Non-Housing Projects)

03E - Neighborhood Facilities

National Objective (P)

(LMA) Low/Mod Area Benefit

Check this box if the activity is in support of housing

Section II

Measure Indicator (P)

Persons Assisted

Choose the measure indicator from the list. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.

<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Number of Beneficiaries

19,501

Please indicate the proposed number of beneficiaries of this activity. ##### LMA - Number of LMI persons in service area that will benefit. ##### LMC - Number of LMI persons that will benefit ##### LMH - Number of households that will benefit ##### LMJ - Number of jobs created/retained

Presumed Benefit Types

Additional Benefit Types

Youths, Single Adults, Single Men, Families

Section III

Organization Name

City of Oroville

Organization Street Address

1,735

Organization Street Name

Montgomery St.

Organization City

Oroville

Organization State

California

Organization Zip Code

95965

Is this activity in a Colonia?

No

Is this activity for a non-Federally recognized Native American tribe?

No

For a list of Federally recognized Native American tribes in California please see <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>. For more information see the Governor's Office of the Tribal Advisor at <https://tribalgovtaffairs.ca.gov/>.

Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative. ##### Use the HUD LMSI mapping tool located at <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd#####> Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code

007

Census Tract

28

Census Block Group(s)

01, 02, 03, 04, 05

Does this activity occur on more than one Census Tract and Block Group?

Yes

County Code

007

Census Tract

27

Census Block Group(s)

01, 02, 03, 04, 05, 06

County Code

007

Census Tract

25

Census Block Group(s)

01, 02, 03, 04

County Code

0077

Census Tract

29

Census Block Group(s)

01, 02

Are you using an income survey?

No

Low Mod percentage

55

Please upload your LMA service area map

City of Oroville LMI Map.pdf

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Project/Program Title

Improvements to Oroville Convention Center, including the removal of architectural barriers

Activity Address, Building Number:

1,200

Activity Address, Street Name:

Myers St.

Activity Address, Suite Number:

Activity Address, City:

Oroville

Activity State:

California

Activity Address, Zip Code:

95965

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.##### By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Activity Description

The project is a new activity and is a minor renovation/rehabilitation project including removal of architectural barriers. The project involves the rehabilitation of the men's and woman's interior restrooms, dressing and shower areas, the foyer area, and the entrance area of the Oroville Convention Center located at 1200 Myers St., Oroville CA. In their current state, the restrooms, dressing rooms and showers are unusable and are not ADA compliant. Additionally, there are ADA upgrades and deferred maintenance in these areas including the foyer.

Scope of Work

- Men's restrooms, dressing areas, and showers to be remodeled
- Women's restrooms, dressing areas and showers to be remodeled
- Dressing and restrooms will be remodeled to one larger restroom with 6 stalls and 3 lavatories
- Dressing will be remodeled to a larger dressing room with shower, lavatory and water closet
- All fixtures and finishes at these areas are to be the same as the Oroville Police/Fire Department project
- New lighting to be installed at remodeled areas
- New dressing rooms will require new plumbing and possibly new electrical
- New restrooms will require plumbing to be expanded and tied into existing
- New/additional electrical will probably need to be installed as well
- New doors to be installed at each restroom and dressing rooms
- The stage will be modified to accommodate a new dressing and restroom area
- A new wheelchair lift will be installed at each side of the stage. the lift will not be hardwired in and is powered by a typical wall outlet
- Water fountains will be installed at each side of the stage

Foyer

- Side entry windows are to be removed and replaced with wood framed construction
- Side entry doors are to be removed and replace with code compliant glass doors
- Windows to be above the doors
- The replaced wall assembly may now be flush with existing exterior face to alleviate the existing wing wall
- Existing glazing and bottom brick curb to be removed and replaced with 2-double 42" doors
- New glazing will be added to this wall on the sides of the doors
- The area above the doors to be wood framed with stucco exterior finish
- 4'-0" tall, cultured stone finish on wall and wrap corners
- Replace doors adjacent to box office
- Replace door and window at box office
- Epoxy finish floors at foyer and paint interior to match the exterior
- Build trellis/awning structure at exterior of foyer. Tube steel columns for awning will be in the new wall refer to awning framing plan for list of steel to be used
- The awning will consist of tube steel and wide flange sections. The wide flange face beam is to be curved. The hss support beams will need to be noticed to fit at the wide flange areas. Wide flange support beams will need to match the radius of the face beam.
- New footings for the steel awning structure. The existing concrete will need to be saw cut for the new footings to be installed

The Oroville Convention Center is a recreational facility that is used community-wide for various events. Currently, the Oroville YMCA leases the building, and they operate and manage the events.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Task Narrative

- T1: Prepare and Conduct Public Meeting to determine community need
- T2: Prepare NEPA, and all other required documentation
- T3: Prepare and Conduct second Public Meeting to apply for CDBG funding
- T4: Prepare and submit application for funding
- T5: Receive notification of funding and begin to clear conditions, if applicable
- T6: Execute Standard Agreement
- T7: Go back to council and ask to accept award contract and set up budget
- T8: Publish Bids (use all exchanges, services to publish)
- T9: Conduct Mandatory Walkthrough
- T10: Ask Council to approve winning bid and execute contract
- T11: Process Payment requests and inspections
- T10: Report to CDBG through Ecivis and request reimbursement
- T11: Report on program accomplishments as required by standard agreement
- T12: Prepare and conduct Closeout public hearing.

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Detailed Scope of Work - Deliverable Narrative

- D1: Public Hearing Meeting Minutes, meeting documents
- D2: Executed and signed NEPA and required documents be be upload to eCivis
- D3: Public Meeting Minute for 2nd public meeting
- D4: Receive award notification, request to incur costs prior to the execution of standard agreement. Execute standard agreement.
- D5: Receive notice from state to proceed, accept funding and establish budget at council meeting
- D6: Set up budget in Financial System
- D7: Maintain ERR file
- D8: Maintain Procurement file
- D9: Receive Invoices from contractor
- D10: Request for reimbursement in eCivis and submit required reports
- D11: Maintain Reporting files
- D12: Maintain Closeout information

Section V

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Will you need more than 30 days after the expenditure deadline to complete your beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries. If more than 30 days is needed after the expenditure deadline to complete reporting an explanation is required as to why more than 30 days is needed.

Do you want to add additional optional milestones?

No

If you selected YES, please provide each milestone for the program as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Appropriate Milestones should relate to the tasks and deliverables identified in your narratives.

Milestone #1

Begin Activity

Milestone #1 must be completed no later than 60 days after execution of the STD 213

Milestone #2

Expend 25% of activity funds

Milestone #3

Expend 50% of activity funds

Milestone #4

Expend 75% of activity funds

Confirmation of Closeout - Milestone

Complete activity and expend 100% of funds

Milestone #10 must be completed no later than 90 days after confirmation of closeout

Readiness Criteria

Provide a narrative listing your partners and collaborators

The City and the YMCA have a contract where the YMCA leases the convention center from the City to provide community services in the building. Additionally, the YMCA operates the Convention Center for other community events and manages the calendar.

List of collaborators/partners

Non-Profit service providers

Partners/Collaborators Supporting Documentation

YMCA Signed Contract with City of Oroville.pdf

Have you completed a property appraisal?

No

Upload property appraisal

No appraisal.pdf

Do you have bid ready plans and specs?

No

Checking the box below verifies that you will go to bid within 90 days of execution of the standard agreement

Verification that you will go to bid within 90 days of execution of the standard agreement

Please include a narrative describing your staff and/or contractor/subrecipient expertise:

The plans are very near complete as well as the bid documents. There will be no problems going to bid within 90 days of the execution of the standard agreement.

City hired R.L. Hastings to prepare the NEPA for this project. This agreement is uploaded. Director of Business Assistance and Housing Development, Amy Bergstrand has over 18 years managing CDBG grants and projects and is well versed on what is required to complete this project.

Do you have a draft/signed agreement with a contractor/subrecipient?

Yes

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503:

<https://www.law.cornell.edu/cfr/text/24/570.503> Contracts must be in compliance with 2 CFR §§200.317-200.326: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II%20part_200

Upload draft/signed agreement(s)

R-9103 RL Hastings and Associates - OCC -3431.pdf

View Application Goals

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG - Program Income Only (2022)
Stage: Awarded

Report Date: 06/14/2023
Requested By: Amy Bergstrand
abergstrand@cityoforoville.org

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity		Construction	0	\$0.00	\$0.00	\$1,040,134.17	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$1,040,134.17	\$0.00		\$0.00	
General Administration										
Gen Admin		Salaries and Wages	0	\$0.00	\$0.00	\$118,000.00	\$0.00		\$0.00	Direct Cost
General Administration Total			0	\$0.00	\$0.00	\$118,000.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$1,158,134.17	\$0.00		\$0.00	

Category	Title	Description	Income
Program Income			
Future Receipts		Future Receipts for Construction	\$241,865.83
Program Income Total			\$241,865.83

Budget Report, Created by Amy Bergstrand, abergstrand@cityoforoville.org, 06/14/2023
Source: eCivis™ Portal
<http://www.ecivis.com/>



Award Notification Letter

Dear Amy Bergstrand,

Congratulations! This is to inform you that your application is now awarded.

Project: Improvements to the Oroville Convention Center

Program: CDBG - Program Income Only (2022)

Notification Date: 07/14/2023

Approval Date:

Approved Amount: \$1,158,134.17

Other Awards:

- PI - City of Oroville: \$1,158,134.17

Total Other: \$1,158,134.17

Total Match: \$0.00

Period of Performance: 08/01/2023 - 08/01/2026

Award/Contract Number: 22-CDBG-PI-00026

Ein: 94-6000387



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: HEATHER MCCAFFERTY, CULTURAL FACILITIES CURATOR

RE: REQUEST TO WAIVE ADMISSION FEE FOR VARIOUS PROMOTIONAL EVENTS HELD AT THE OROVILLE MUSEUMS

DATE: AUGUST 15, 2023

SUMMARY

The Council may consider a request to waive the admission fees for various events to be hosted by the Oroville Docents at City museums including the Bolt’s Antique Tool Museum, the Pioneer Museum, the Chinese Temple & Museum Complex, and The Feather River Nature Center.

DISCUSSION

There are several upcoming community events scheduled to take place at the City’s museums that will benefit the community of Oroville, the general public and the museums. Events are an impactful tool for museums to increase visibility and visitation. Offering festive, engaging, and family friendly events at City museums brings energy and excitement to Oroville’s treasured cultural institutions. Weaving the museums into the community’s annual calendar and presenting new programming broadens audiences and brands city museums as vital and thriving places to gather, to learn and to be inspired. The following upcoming events will be hosted by the Docents Association:

- September 23, 2023 Salmon Festival
- October 7, 2023 Antique Appraisal Event at the Bolt’s Antique Tool Museum
- October 28, 2023 Family Trick or Treating at Oroville City Museums
- December 2, 2023 Pioneer Christmas, Old Fashioned Christmas Celebration
- February 10, 2024 Chinese New Year at the Chinese Temple
- Feb. 24 & 25, 2024 Museum Weekend

At this time, staff is requesting the Council to consider waiving the general admission fee of \$4.00 for adults (kids under 12 are free) for the above listed events.

FISCAL IMPACT:

In determining the fiscal impact, we are only including adult admissions, since kids under 12 are free. The number of adult attendants is based on approx. totals for each event from 2023 and 2024.

- Salmon Festival 450 adults x \$4.00 = \$1800
- Antique Appraisal 200 adults x \$4.00 = \$800
- Museum Trick or Treat 400 adults x \$4.00 = \$1600
- Pioneer Christmas 80 adults x \$4.00 = \$320
- Chinese New Year 400 adults x \$4.00 = \$1600
- Museum Weekend 850 adults x \$4.00 = \$3400
- Total adult admissions 2,380 visitors x \$4 = \$9,520

The waiver of the admission fee of \$4.00 for the listed 2023-2024 events will result in an approximate loss of \$9,520 for the museums

RECOMMENDATION

Staff recommend approval of the fee waivers for the outlined promotional events at the Oroville Museums in Fiscal Year 2023/24.



OROVILLE CITY COUNCIL AGENDA STAFF REPORT

Item 4.

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: CHRIS TENNS, CALFIRE ASSISTANT CHIEF - OROVILLE CITY DIVISION

RE: PURCHASE OF NEW AND MODIFICATION OF EXISTING WATER RESCUE TRAILER

DATE: AUGUST 15, 2023

SUMMARY

The Council may review and approve the intentions of the Fire Department to improve, through modification, the existing water rescue trailer. Council will also consider the purchase an additional trailer.

DISCUSSION

The City currently owns three water vehicles (a jet ski and two rescue boats – one powered and one float), which are hauled/transported on two separate trailers. One trailer currently has the ability to haul the single powered rescue boat, which is used frequently, however is limited to exclusively towing the powered rescue boat and is unable to haul other supplies that are needed. The other trailer is a dual jet ski trailer that holds the rescue jet ski. The jet ski gets less frequent use, however, this trailer can hold additional needed supplies such as fuel, equipment and other equipment necessary for rescues. The third water apparatus the City currently owns, the float boat, has no trailer.

In the interest of cost efficiency while improving performance, the Oroville Fire Department would like to modify the existing City owned dual jet ski trailer to accommodate the hauling of the two primary rescue boats, while maintaining the ability to carry all essential equipment and supplies on a single trailer. These two boats are the primary boats used in water rescue and currently are the most limited in relation to transporting them to the rescue. The trailer modifications will be completed in house. The Fire Department would then purchase a new single trailer to be used for the transportation of the jet ski that could accommodate that apparatus and necessary equipment.

FISCAL IMPACT

The trailer modifications will be done in house. The cost of a new jet ski trailer is \$2,381.29. The funds have already been allocated to the budget – 10011150 - 6420.

RECOMMENDATION

Approve modification to the city owned trailer to accommodate the transportation of the float boat; and the purchase of new trailer for the jet ski.

Item 4.

ATTACHMENTS

Single jet ski trailer quote

Glende Polaris Yamaha

2838 Hwy 32
Chico CA 95973
530-345-2886

Item 4.

CITY OF OROVILLE FIRE DEPT

Bill of Sale

Date 07/11/2023
Order No. 4002634
Salesman Shaylee Glende

2055 LINCOLN ST
OROVILLE, CA 95966
H W

C 530-301-7098

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2022	KARAVAN	WCE-1500	5KTWS141XNF567439	567439	\$1,895.00

Parts and Labor:

Price	Dealer Price	Qty	Ext Price	Manufacturer Retail Price	
					\$2,100.00
				Less Dealer Discount	\$205.00
				Dealer Unit Price	\$1,895.00
				ADM	\$0.00
				Parts & Accessories	\$0.00
				Labor	\$0.00
				Freight	\$195.00
				Set-Up Fee	\$0.00
				License/Registration Fees	\$45.00
				Tire Fee	\$3.50
				CA Service Fee	\$0.00
				Logistics Surcharge	\$0.00
				Extended Warranty	\$0.00
				GAP	\$0.00
				VSI	\$0.00
				Credit/Debit Fee	\$0.00
Cash Price					\$2,138.50
				Trade Allowance	\$0.00
				Payoff	\$0.00
<hr/>					
				Net Trade	\$0.00
				Net Sale (Cash Price - Net Trade)	\$2,138.50
				Sales Tax	\$177.79
<hr/>					
				Document or Administration Fees	\$65.00

Notes:

QUOTE ONLY -- for: Single Steel Karavan PWC Trailer

Sub Total	\$2,381.29
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$2,381.29

Trade Information

Monthly Payment of \$0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT

RE: AGREEMENT AMENDMENT FOR PROFESSIONAL SERVICES WITH JENNIFER ARBUCKLE CONSULTING FOR SB 1383 IMPLEMENTATION AND COMPLIANCE (REDUCTION OF ORGANIC WASTE IN LANDFILLS) FOR FISCAL YEAR 2023/24

DATE: AUGUST 15, 2023

SUMMARY

The Council will consider amending the professional services agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance for Fiscal Year 2023/24 (FY 2023/24).

DISCUSSION

Nearly all CalRecycle regulations are found in Title 14 and Title 27 of California Code of Regulations. Previously, there were four diversion programs in effect, however, a fifth program (SB 1383) came into effect January 1, 2022. Additionally, the City has also adopted Ordinance 13.08 to meet the necessary regulations mandated by SB 1383.

In October 2021, the Council entered into an agreement with Jennifer Arbuckle Consulting, a qualified professional consultant to provide grant management and implementation of SB 1383. This agreement was extended in September of 2022 for the 2022-2023 fiscal year. Additional services include stakeholder engagement, sustainable development, education, and marketing as well as support and guidance to allow for a smooth transition to the new Recycling Coordinator at the City. The Agreement included services at \$95 per hour for up to 100 hours per month. Funding in the budget was allocated for the fiscal years 2021-2022 and 2022-2023.

The Consultant will continue to provide services under the Agreement, including training, until the City's Recycling Coordinator is able to take over the tasks required. Ms. Arbuckle proposes to continue to work up to 20 hours per week at \$95/hour to train the newly hired Recycling Coordinator, continue research, meet deadlines, and the necessary reporting, for compliance.

Accordingly, Staff requests an amendment to this agreement for up to \$98,800 for FY 2023/24.

FISCAL IMPACT:

Funding is included for this in the FY 23/24 budget.

RECOMMENDATION

Staff recommends approval of an amendment to the Agreement with Jennifer Arbuckle Consulting for grant management and SB 1383 Compliance in an amount not to exceed \$98,800 through FY 2023/24.

ATTACHMENTS

Amendment to Agreement No. 3386

Agreement No. 3386 — Jennifer Arbuckle Consulting (approved September 20, 2021)

**AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF OROVILLE AND ARBUCKLE CONSULTING**

(Agreement No. 3386)

This First Amendment (“First Amendment”) dated August 15, 2023, is to Agreement No. 3386 (“Agreement”) between the City of Oroville and Jennifer Arbuckle Consulting. In consideration of the terms and conditions herein, the City of Oroville and Jennifer Arbuckle Consulting agree that Agreement shall be amended as follows:

- 1. Paragraph 5 shall be replaced with the following language: “TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties (“Effective Date”), and ends on June 30, 2024, unless terminated earlier as provided herein. The following provisions will survive expiration or termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).
- 2. Exhibit B, Paragraph 1 shall be replaced with the following language: **AUTHORIZED HOURLY RATES.** Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.
Jennifer Arbuckle Consulting: \$95 per hour (not to exceed 100 hours per month) for fiscal year 2023-2024.
- 3. Conflicts between the Agreement and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE

ARBUCKLE CONSULTING

By: _____
David Pittman, Mayor

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott Huber, City Attorney

By: _____
City Clerk

SERVICES AGREEMENT (PROFESSIONAL CONSULTING SERVICES)
Grant management and SB 1383 Compliance
City Agreement No. 3386

This Services Agreement (Professional Services) for Grant management and SB 1383 Compliance (“**Agreement**”) by and between the City of Oroville, a California charter city (“**City**”), and **JENNIFER ARBUCKLE CONSULTING (“Consultant”)**, is effective on the Effective Date identified on the signature page.

RECITALS

- A. The City desires to obtain the Services more particularly described in this Agreement and Exhibit “A,” and generally including Grant management and SB 1383 Compliance.
- B. On September 20, 2021 the Consultant submitted a proposal demonstrating the Consultant’s qualifications and experiences to provide such Services.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. SCOPE OF SERVICES.

1.1. Services. Consultant, acting in its capacity as an consultant, will perform the Services described in the *Scope of Services and Schedule of Performance*, attached hereto as **Exhibit “A”** and incorporated herein by reference (“**Services**”), in accordance with the terms and conditions of this Agreement and to the satisfaction of the City’s authorized representative, the City Administrator (“**City’s Authorized Representative**”).

1.2. Standard of Care. In performing the Services, Consultant will meet or exceed the applicable standard of care for and exercise the degree of skill and diligence ordinarily used by reputable professionals within the State of California who provide the same or similar type of professional Services as the Services required under this Agreement. Consultant will require and ensure that all of its employees, subconsultants, or agents performing or contributing to the Services will comply with the requirements of this Agreement.

1.3. Independent Contractor. Consultant will control the manner and means for performing the Services, acting as an independent contractor and not as an employee of the City. Consultant will not be entitled to any of the benefits that the City provides to its employees, including, but not limited to, health or retirement benefits.

1.4. Subcontracting. If Consultant subcontracts with a subconsultant to perform any of the Services, the City is deemed an intended beneficiary of that subcontract and the subconsultant will owe a duty of due care to the City. City reserves the right to approve or

reject any proposed subconsultant, based on the subconsultant's qualifications, relevant experience, or reputation.

1.5. Third Party Beneficiaries. Except to the extent expressly stated herein, this Agreement will not be construed to create any rights in third parties.

Time for Performance. Time is of the essence for the performance of all Services and duties under this Agreement. Consultant will commence and complete all Services by the dates and within any timeframes set forth in task orders issued by the City and accepted by the Consultant. Consultant will submit all requests for extensions of time to the City in writing no later than ten days after the start of the circumstances or events giving rise to the delay, and no later than the time by which performance is due. The City's approval of any extension of time for performance of the Services will not operate to waive the City's rights or remedies with respect to damages caused by Consultant's delay.

1.6. Errors and Omissions. Consultant is solely responsible for costs arising from its errors and omissions, including increased construction costs or delay costs. Upon City's request, Consultant will promptly correct its errors and omissions, at no cost to the City.

1.7. Unsatisfactory Services. Upon written notice from the City that any of the Services are unsatisfactory or fail to comply with the requirements of this Agreement (collectively, "**Unsatisfactory Services**"), Consultant will promptly correct or cure any such Unsatisfactory Services as specified in the City's written notice. Consultant will not be entitled to any additional compensation or extension of time to correct or cure the Unsatisfactory Services. Consultant's correction or cure of Unsatisfactory Services will not operate to waive the City's rights or remedies with respect to any damages caused by the Unsatisfactory Services, the cost of which may be recovered by the City as an offset from payment otherwise due or to become due to Consultant.

2. COMPENSATION.

2.1. Payment. The City will pay Consultant for Consultant's time and authorized expenses necessary to perform the Services, at the rates and charges set forth in the *Compensation Rates and Charges* attached hereto as **Exhibit "B"** and incorporated herein by reference, as compensation in full for Services satisfactorily performed under task orders accepted by Consultant and in compliance with this Agreement. Consultant's total compensation for performing the Services may not exceed the amount specified in task orders without prior written authorization from the City. If the City authorizes Consultant to perform Services in addition to the Scope of Services set forth in Exhibit "A," Consultant will be compensated in accordance with the rates and charges in Exhibit "B." Consultant will not be entitled to any compensation for additional Services performed without the City's prior written consent, or which exceed the scope of the City's written consent.

2.2. Invoices. Consultant will submit a monthly itemized invoice to the City's Authorized Representative for the Services provided during the preceding month. At a minimum,

the invoice will identify the Services performed, the hours spent performing the Services, the applicable hourly rate(s), and any authorized expenses based on the rates and charges authorized in Exhibit "B." The City will pay the Consultant within 30 days after approval of each invoice, with the exception of any disputed amounts. Separate invoices shall be submitted for individual task orders.

3. AUTHORIZED REPRESENTATIVE. Consultant hereby assigns **Jennifer arbuckle**, to serve as the Consultant's authorized representative ("**Consultant's Authorized Representative**"), to personally participate in and manage the Services provided under this Agreement, and to serve as the primary point of contact for all matters pertaining to this Agreement.

3.1. Substitutions. As a material inducement to entering into this Agreement, the City has relied upon Consultant's representations regarding Consultant's qualifications (including the qualifications of Consultant's Authorized Representative, its personnel, and its subconsultants, if any, as identified on Exhibits "A" and "B"). Consultant will not replace Consultant's Authorized Representative (or any of its personnel or its subconsultants, if any, as identified on Exhibits "A" and "B") without the City's prior written consent.

4. NOTICES. All notices or requests required or contemplated by this Agreement will be in writing and delivered to the other party's Authorized Representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email, or as otherwise specified herein. Delivery is deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified below. A party's contact information, below, may be changed by providing written notice of any change to the other party.

TO CITY: Dawn Nevers, Asst. Community Development Director
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
dnevers@cityoforoville.org

TO CONSULTANT: Jennifer Arbuckle
Jennifer Arbuckle Consulting
817 Alan Lane
Chico, CA 95926
Jarbuckleconsulting@gmail.com

5. TERM. The term of this Agreement begins on the date it is signed by the City Clerk, below, attesting full execution of the Agreement by both parties ("**Effective Date**"), and ends upon Consultant's completion of the Services required by this Agreement, unless terminated earlier as provided herein. The following provisions will survive expiration or

termination of this Agreement: Section 7.2 (Dispute Resolution), Section 8.1 (Confidentiality), Section 8.4 (Records of Performance), Section 10 (Indemnification), Section 11.4 (Professional Liability), Section 13.3 (Taxes), and Section 14 (General Provisions).

6. CITY'S RIGHT TO TERMINATE. The City may terminate this Agreement for convenience (with or without cause) by providing written notice of termination to Consultant, effective upon the date stated in the notice. If the City terminates the Agreement it will pay Consultant for all Services satisfactorily performed up to and including the effective date of the termination, subject to the provisions of Sections 2 and 8.2.

7. DEFAULT AND DISPUTE RESOLUTION.

7.1. Default. Consultant will be deemed in default of this Agreement if Consultant is not complying with the terms of this Agreement, or the City has reason to believe that Consultant's ability to perform the Services has been or will be impaired. If either of these circumstances exist, the City may give written notice of default to Consultant and demand that the default be cured or corrected within ten days of the notice, unless the City determines that additional time is reasonably necessary to cure the default. If Consultant fails to cure the default within of the time specified in the notice, and the Consultant fails to give adequate written assurance of due performance within the specified time, then the City may terminate this Agreement in accordance with Section 6, or the City may pursue dispute resolution in accordance with Section 7.2.

7.2. Dispute Resolution. If any dispute arises between the parties in relation to this Agreement, the Authorized Representatives for each party will meet, in person, as soon as practicable, to engage in a good faith effort to resolve the dispute informally. If the parties are unable to resolve the dispute, in whole or in part, through informal discussions, the parties agree to participate in mediation. Notwithstanding the existence of a dispute, the Consultant will continue providing the Services during the course of any dispute, unless otherwise directed by the City.

7.2.1. Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session will take place within 60 days of the date that such notice is given, or sooner if reasonably practicable. The parties will jointly appoint a mutually acceptable mediator. The parties will share equally the costs of the mediator; however, each party will pay its own costs of preparing for and participating in the mediation, including any legal costs.

7.2.2. Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute. In addition, any claims by Consultant arising from or related to this Agreement, are subject to the claim presentation requirements in the Government Claims Act (Government Code section 900 et seq.).

8. INFORMATION AND RECORDS.

8.1. Confidentiality. Consultant will not disclose any information or records related to the performance of this Agreement, including information and records received from the City, as well as information and records created by the Consultant, to any person other than a City employee, unless and only to the extent that the City provides the Consultant with prior written consent to make a disclosure. Consultant will notify the City's Authorized Representative of any request for disclosure of information, or any actual or potential disclosure of information, under this Agreement. Consultant's obligations under this section will survive the termination of this Agreement.

8.2. Title to Records. All original documents or records ("**work product**"), whether paper or electronic, required by this Agreement to be prepared by Consultant (including its employees and subconsultants), whether complete or in progress, are the property of the City. Consultant will promptly deliver all such work product to the City at the completion of the Services, upon termination, or upon demand by the City. However, Consultant may make and keep copies of the work product.

8.3. Contract Cost Disclosure. For any document or report prepared in whole or in part by Consultant pursuant to this Agreement, Consultant will include the numbers and dollar amounts of related contracts or subcontracts as further specified by Government Code Section 7550.

8.4. Records of Performance. Consultant will maintain adequate records of performance under this Agreement (including Services provided, invoices for payment, and payments received) and make these records available to the City for inspection, audit, and copying, during the term of this Agreement and until four years after the Agreement has expired or been terminated.

8.5. Electronic Communications. Consultant will use reasonable good faith efforts to avoid transmitting electronic viruses or other damaging coding, and will promptly advise the City if Consultant discovers that an electronic virus or similar destructive coding may have been transmitted to the City.

8.6. Copyrights/Patents. In performing the Services under this Agreement, Consultant will not unlawfully infringe on any copyrighted or patented work. Consultant is solely responsible for the cost of any authorizations necessary to use any copyrighted or patented work.

9. ACCIDENT REPORT. If any death, personal injury, or property damage occurs in connection with the performance of the Services, Consultant will promptly submit to the City Clerk's Office a written notice of the incident of damage with the following information:

9.1. A description of the damage including date, time, and location, and whether any City property was involved;

9.1.1. Name and contact information of any witness;

- 9.1.2. Name and address of the injured or deceased person(s); and
 9.1.3. Name and address of Consultant's insurance company.

10. **INDEMNIFICATION.** To the full extent permitted by law, Consultant will indemnify, hold harmless, release, and defend the City (including its officers, elected or appointed officials, employees, volunteers, and agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney's fees]) (collectively, "**Liability**") of any nature, arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Agreement. Consistent with Civil Code Section 2782, Consultant will not be obligated to indemnify City for the proportionate share of the Liability caused by the City's active negligence, sole negligence, or willful misconduct. To the extent that Services are "design professional Services," as defined by Civil Code Section 2782.8, the cost to defend charged to the Consultant will not exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Agreement are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers' compensation insurance.

11. **INSURANCE.** Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

11.1. **General Liability Policy.** Comprehensive or Commercial General Liability Insurance ("**CGL**") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

11.2. **Automobile Liability Policy.** Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

11.3. **Workers' Compensation.** Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

11.4. **Professional Liability.** Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient

to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

11.5. Endorsements. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

11.5.1. The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

11.5.2. The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

11.6. All Policies.

11.6.1. For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

11.6.2. Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City.

11.6.3. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

12. CONFLICTS OF INTEREST. Consultant warrants that as of the Effective Date of this Agreement it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services. Consultant further warrants that in the performance of the Services, Consultant will not employ or enter into a subcontract with any person or entity having any such conflict of interest.

12.1. Financial Interest. Consultant will not make or participate in making or in any way attempt to use Consultant's position to influence a City decision in which Consultant

knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that it has diligently conducted a search and inventory of its financial interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have a financial interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately notify the City in writing if Consultant learns of a financial interest that may conflict with Consultant's obligations under this Agreement.

12.2. Covenant Against Contingent Fees. Consultant warrants that it has not employed, retained, or entered into a contract with any person or entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement; and that it has not paid or agreed to pay any person or entity, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the making of this Agreement. For breach or violation of this warranty, the City may void this Agreement without liability or any further obligation to Consultant, or, alternatively, may elect to deduct from payments due or to become due to Consultant, the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

12.3. Statement of Economic Interest. If the City determines Consultant (or any of its employees or subconsultants) is subject to disclosure requirements under the Political Reform Act (Government Code section 87100 et seq.), Consultant (including any required employees or subconsultants) will complete and file a "Statement of Economic Interest" (Form 700) with the City Clerk's Office disclosing Consultant's financial interests.

13. COMPLIANCE WITH LAW.

13.1. Legal and Licensing Compliance. Consultant will comply with all applicable federal, state and local laws, rules, and regulations related to the Services under this Agreement. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including, but not limited to, the City of Oroville business license), permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession or perform the Services.

13.2. Nondiscrimination. At all times during the term of this Agreement, Consultant will comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination based on race, ethnicity, color, national origin, religion, marital status, age, sex, sexual orientation, disability (including any physical or mental impairment that substantially limits a major life activity), medical condition, or any protected class.

13.3. Taxes. Consultant will file tax returns as required by law and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant will be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

13.4. Provisions Deemed Inserted. Every provision of law required to be inserted or referenced in this Agreement will be deemed to be inserted or referenced.

14. GENERAL PROVISIONS.

14.1. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

14.2. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

14.3. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Butte.

14.4. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

14.5. Assignment and Delegation. This Agreement will not be assigned or transferred in whole or in part, nor will any of the Consultant's duties be delegated, without the City's prior written consent. Any attempt to assign, transfer, or delegate this Agreement, in whole or any part, without the City's prior written consent will be void and of no force or effect. Any consent by the City to one assignment, transfer, or delegation will not be deemed to be consent to any subsequent assignment, transfer, or delegation.

14.6. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

14.7. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.

14.8. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Services. This Agreement supersedes all prior negotiations, agreements,

and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.

14.9. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

15. SIGNATURES.

15.1. Counterparts. This Agreement may be executed in counterparts, each one of which is deemed an original, but all of which together constitute a single instrument.

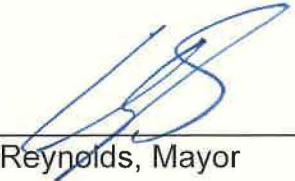
15.2. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

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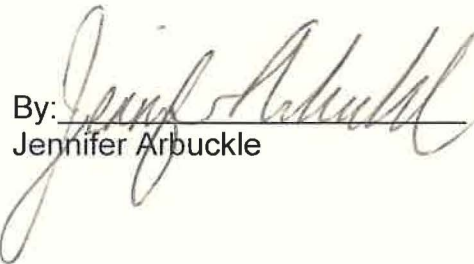
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF OROVILLE,
a California charter city,

CONSULTANT:
JENNIFER ARBUCKLE CONSULTING,

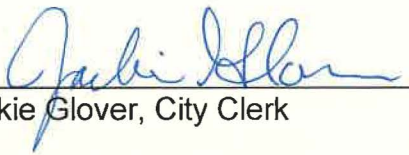
By: 

Chuck Reynolds, Mayor

By: 

Jennifer Arbuckle

ATTEST:

By: 

Jackie Glover, City Clerk

Date: _____ (“Effective Date”)

APPROVED AS TO FORM:



Scott Huber, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE

- 1) SCOPE OF SERVICES. Consultant will perform the Services described in this Exhibit "A," in accordance with the terms of the Agreement.

- 2) SCHEDULE OF PERFORMANCE.
 - a) REQUESTS FOR SERVICES. Upon request by City, Consultant will provide the Services described above, beginning and ending on dates as provided in the individual tasks orders. The Services will be provided for a variety of individual matters, as required by the City. Upon request by the City's Authorized Representative for Consultant to perform Services for a particular matter, Consultant will provide a written estimate of the time within which Services for the matter will be completed, and the estimated cost for providing the requested Services. Following written authorization from the City's Authorized Representative, Consultant will perform and complete the Services as specified in the written authorization. Consultant is not entitled to payment for any Services performed without a written authorization, or for Services that exceed the scope of a written authorization. For purposes of this Section, the written estimate and written authorization may be provided on paper or in an electronic form.

- 3) PREVAILING WAGE COMPLIANCE. If this Agreement includes work performed during the "design and preconstruction phases of construction" (including inspection or field surveying Services), as defined by "Prevailing Wage Laws" (as set forth in the California Labor Code, including section 1720 et seq.), the City hereby determines that those Services are "public works," and this Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, and all related regulations, including requirements pertaining to wages, working hours, and workers' compensation insurance, and the following provisions. Subconsultants performing "public works" under this Agreement are subject to all of the requirements of this Section.

- 4) PREVAILING WAGES. Consultant must comply with the prevailing wage requirements applicable in Butte County for each craft, classification, or type of worker needed to perform the Services, including employer payments for health and welfare, pension, vacation, and apprenticeship. The prevailing wage rates are on file with the City Engineer's office and are also available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each such worker the difference between the applicable prevailing wage rate and the amount actual paid to the worker.

- 5) WORKING HOURS. Pursuant to Labor Code section 1810, eight hours of labor constitutes a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty, the sum of \$25 for each day during which a worker employed by Consultant is required or permitted to work more than eight hours during any one

calendar day, or more than 40 hours per calendar week, unless such worker is paid overtime wages pursuant to Labor Code section 1815. All Services must be performed during City's regular business days and hours, except as otherwise specified in this Agreement or subject to City's prior written authorization.

6) PAYROLL RECORDS. Consultant must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and any implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant must certify under penalty of perjury that the information in the payroll is true and correct and complies with the requirements of Labor Code sections 1771, 1861, and 1815. Consultant must electronically submit certified payroll records as required by Labor Code section 1771.4(a).

7) APPRENTICES. If the total compensation payable under this Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.

8) COMPLIANCE. The Agreement is subject to compliance monitoring and enforcement by the DIR. Pursuant to Labor Code section 1725.5, Consultant must be registered with the DIR to perform public works projects, subject to any applicable exceptions, if any. Consultant must post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1861, by executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Labor Code 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work on this contract."

EXHIBIT "B" COMPENSATION RATES AND CHARGES

1. AUTHORIZED HOURLY RATES:

Consultant will be compensated for time reasonably necessary to provide the Services based on the following hourly rate schedule, subject to the not-to-exceed limit in Section 2.1 of the Agreement. Specific personnel shall be identified in task orders.

Jennifer Arbuckle Consulting

Hourly Rate: \$95.00 per hour (not to exceed 100 hours per week)

2. AUTHORIZED EXPENSES AND RATES:

Notwithstanding the requirements of Section 2.2 of the Agreement, the Consultant is not required to identify hourly rates for Services performed under this Agreement. Rather, the Consultant will submit invoices to the City based on completion of the "Performance Tasks" identified in task orders, for which, upon approval of completion by the City's Authorized Representative, the City will pay the Consultant within 30 days after approval of each invoice the corresponding lump sum payment, as set forth in task orders subject to the not-to-exceed limit in Section 2.1 of the Agreement:



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: ANNUAL USE OF “MILITARY EQUIPMENT” AS DEFINED IN THE
 OROVILLE MUNICIPAL CODE**

DATE: AUGUST 15, 2023

SUMMARY

The Council will receive the Oroville Police Department Annual Military Equipment Use Report for 2023. The report contains a summary of the Military equipment quantity possessed.

DISCUSSION

In accordance with Ordinance No. 1865, the Oroville Police Department shall annually submit a Military Equipment Report. This report shall be submitted and publicly released, and within 30 days hold at least one well-publicized and conveniently located meeting, where the public can ask questions.

In early 2022, the City of Oroville adopted an ordinance and policy which allowed the Oroville Police Department (OPD) to use “military equipment” as defined in Government Code sections 7070 through 7075. These sections of the Government Code also require a public agency that utilizes “military equipment” to provide an annual report on the ownership and use of such equipment.

Items deemed to be “military equipment” by Government Code sections 7070 through 7075 are used as a component of overall best practices for Law Enforcement Agencies (LEAs) throughout the country. These tools have been tested in the field, and are used by LEAs to enhance citizen and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the Oroville Police Department.

The term “military equipment” in fact does not necessarily indicate equipment that has been used by the military. Pursuant to Government Code sections 7070 through 7075, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control

vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs.

The Oroville Police Department is committed to using the most up to date tools and equipment to safeguard the citizens of the City of Oroville. Some of the items deemed to be “military equipment” by Government Code sections 7070 through 7075 are utilized by OPD, and LEAs across the country, in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. The items listed in the Military Equipment Use Policy, also provide OPD’s peace officers with vital tools that facilitate compliance with its stringent use of force policy.

An annual report is required pursuant to Government Code sections 7070 through 7075. The report is required to include the following items:

1. A summary of how the Military Equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the Military Equipment.
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
5. The quantity possessed for each type of Military Equipment.
6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.

FISCAL IMPACT:

None

RECOMMENDATION

Receive public input and approve report.

ATTACHMENTS

Annual report of Military Equipment use



CITY OF OROVILLE POLICE DEPARTMENT

2055 LINCOLN STREET • OROVILLE, CA 95966-5385

530-538-2448
Fax: 530-538-2409

Bill LaGrone, Jr.
Chief of Police
530-538-2451

ANNUAL REPORT OF MILITARY EQUIPMENT USE 2023

Pursuant to Government Code sections 7070 through 7075, the City of Oroville Police Department is required to provide an annual report outlining the use of “military equipment” as defined in the Government Code and in the Oroville Municipal Code Chapter 9.25. The annual report is required to include the following information:

1. A summary of how the Military Equipment was used and the purpose of its use (provided below).
2. A summary of any complaints or concerns received concerning the Military Equipment: **None 2022/2023.**
3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response: **None 2022/2023.**
4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing cost, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report (provided below).
5. The quantity possessed for each type of Military Equipment (provided below).
6. If the law enforcement agency intends to acquire additional Military Equipment on the next year, the quantity sought for each type of Military Equipment (provided below).

Summary of Military Equipment Utilized – Cost – and Quantity Possessed

Unmanned Aerial Systems

a. **Description, Quantity, Capabilities, and Purchase Cost:**
DJI M300 with HT20 drone, Quantity 1, Cost \$25,000 each

- The Mavic 2 Enterprise was specifically built to serve industries and applications in public safety, inspection, search & rescue, fire response, and law enforcement. This Unmanned Aerial System (UAS) is a battery powered, remote operated device with a mounted camera, light and infrared imaging device. This UAS has proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of public safety personnel. This UAS has a flight time of 45 minutes.

b. **Purpose:** May be deployed when an arial view would enhance situational. awareness and assist officers or incident commanders during, but not limited to, the following occurrences:

- Arrest/Search Warrant
- CBRNE (Chemical, Biological, Radiological, Nuclear, Explosives)
- Crowd Control/Special Events
- Dignitary Protection Detail
- Disaster Management
- Ongoing Criminal Investigation
- Explosive Ordnance Disposal/Investigation
- Fire
- Forensic/Crime Scene
- Missing Persons Investigations
- Perimeter Search and Security
- Search and Rescue
- Traffic Collision
- Training
- Public Relations/Multimedia Productions
- Assisting outside agencies in any of the above situations
- Assisting other City of Oroville departments with carrying out their mission of better serving Oroville residents and visitors.

c. **Authorized Use:** UAS may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of UAS shall not be used in the following circumstance:

- To conduct random surveillance.
- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- UAS shall never be weaponized.

d. **Expected Lifespan:** 5 – 10 years

e. **Fiscal Impact:** \$500 - \$1000 battery replacement

Specialized Firearms

- a. **Description, Quantity, Capabilities, and Purchase Cost:** Rifles are firearms that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance. Rifles are magazine fed and either bolt-action or semi-automatic. Rifles can be configured for different purposes such as patrol, traffic motorcycle. The cost of the weapon greatly depends on the configuration. The below costs are averages. Submachine guns are magazine fed automatic carbines designed to fire handgun cartridges.

Colt AR15-A1 5.56, Quantity 15, Cost \$1400 each

Remington 700 .308, Quantity 1, Cost \$1400 each

Springfield M1A .308, Quantity 1, Cost \$1200 each

Plainfield M1 Carbine .30, Quantity 1, Cost \$900 each

Heckler and Koch MP5 submachine gun 9mm, Quantity 3, Cost \$2300 each

Winchester.308 WIN Match, Quantity 100 Cost \$2 each

- 165 gr specialized duty ammunition for the Patrol Officer

Hornady TAP 5.56 NATO, Quantity 1,800

- 75 gr ammunition for duty carbine rifles

Hornady TAP .223 Training .223 REM, Quantity 9,700

- 55 gr practice rounds used for qualifications and training

Federal 12g. Slug 1oz, Quantity 1295

- 1oz slug used by Patrol Officers

- b. **Purpose:** To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and desirable.
- c. **Authorized Use:** Only POST certified and department trained officers may use rifles. All personnel who are authorized to use a rifle must demonstrate proficiency annually.
- d. **Expected Lifespan:** Lifespans vary, and some have none as parts can be changed.
- e. **Fiscal Impact:** Annual maintenance is approximately \$50 for each weapon.

Distraction Devices

a. Description, Quantity, Capabilities, and Purchase Cost:

Defense Technology Mutli-Port Distraction Device, Quantity 3, Cost \$60

Defense Technology Fuse, Quantity 15, Cost \$34

- A non-bursting, non-fragmenting reusable device that produces a loud noise with an intense bright light. These distraction devices are commonly referred to as “flashbangs” and they are extremely useful for distracting dangerous persons during assaults, hostage rescues, and other high-risk arrest situations. The devices are re-usable up to 25 times by replacing the fuse.
- b. **Purpose:** To produce a distraction with a loud noise and bright light in order to provide a tactical advantage for officers.
- c. **Authorized Use:** Distraction devices shall only be used by officers who have been trained in their use during hostage or barricaded subject situations, situations that pose a high risk of death or serious bodily injury to officers, or during training exercises.
- d. **Expected Lifespan:** 5 years
- e. **Fiscal Impact:** Replace fuses and bodies as needed. Currently about 0 replaced a year for an average cost \$0 annually.

Chemical Agents and Smoke Canisters

- a. **Description, Quantity, Capabilities, and Purchase Cost:** Chemical Agents munitions, which are commonly referred to as “tear gas,” can be used by the Oroville Police Department as a non-lethal tool to disperse rioting suspects or barricaded subjects. The Oroville Police Department uses chemical agents which are used by law enforcement agencies across the United States: CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and the US, specifically by the US Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5 oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Defense Technology Riot Control Continuous Discharge CS, Quantity 1, \$33 each

- The Riot Control CS Grenade is designed specifically for outdoor use in crowd control situations with a high-volume continuous burn that expels its payload in approximately 20-40 seconds through four gas ports located on the canister. This grenade dispels smoke as well as CS which allows for concealed tactical movement as well as crowd displacement.

Sage Control Ordnance 37MM Sage CS Smoke, Quantity 10, Cost \$18 each

Item 6.

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel. 37MM SAGE RIFLED - IRRITANT SMOKE MODEL: KO2 The KO2 is a pyrotechnic irritant smoke munition primarily used for crowd management situations. It is designed to be used to deny specific outdoor area occupation and to relocate or move unruly crowds. In a single source configuration, the KO2 is offered in short- and long-range variations.
- b. **Purpose:** To de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury to all persons, when a decision has been made to restrain or arrest a violent or threatening subject(s).
- c. **Authorized Use:** Chemical Agents may be used for crowd control, crowd dispersal, or against barricaded suspects based on the circumstances. Only the Watch Commander, Incident Commander, or Tactical Commander may authorize the delivery and use of tear gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.
- d. **Expected Lifespan:** All chemical agents have a life span of 5 years
- e. **Fiscal Impact:** Replace expired or used chemical agents- \$500 annually

Less Lethal Impact Weapons

a. **Description, Quantity, Capabilities, and Purchase Cost:**

Penn Arms 37MM 6 Shot Launcher, Quantity 1, Cost \$2,700

- The 37MM 6 shot launcher is a tactical 6 shot launcher that fires a standard 37MM less lethal ammunition up to 131ft. This launcher provides multi-shot capability before having to reload.

Tru Flite 37 MM Super Long Range Gas Gun, Quantity 1, Cost \$700

- The 37MM single shot launcher is a tactical single shot launcher that fires a standard 37MM less lethal ammunition up to 350 yards. This launcher is a breach loaded and must be reloaded after each use.

Remington 870 Less Lethal Shotgun, Quantity 8, Cost \$500 each

- The Remington 80 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of de-escalation.

12-Gauge Super-Sock Beanbag Round, Quantity 55, Cost \$5 each

- A less lethal 2.4 inch 12-gauge shotgun round firing a ballistic fiber bag filled 40 grams or lead shot at a velocity of 270-290 feet per second. These rounds are discharged from a Remington 870 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than 5 feet. The maximum effective range of this munition is up to 75 feet.

Sage Control Ordnance 37MM Sage Rifled-Impact, Quantity 27, Cost \$18 each

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel at up to 240 feet per second. The 72.2-gram Polyurethane Ogive & two (2) Nylon rotating bands projectile delivers 162/lbs. of energy upon impact.
- The KO1 is a direct fire modular impact baton round that is designed to be used in situations where kinetic energy is preferred for the incapacitation of hostile and/or non-compliant individuals.
- Available in either standard energy or less-energy variations. The KO1 is reloadable and is available with smokeless or black powder blended propelling charges to provide law enforcement with affordable realistic training capabilities.

Sage Control Ordnance 37MM Sage Rifled-Impact, Quantity 27, Cost \$18 each

- A less lethal 37MM spin stabilized impact baton fire from a multi-round purpose built 37MM launcher with a rifled barrel at up to 240 feet per second. The 72.2-gram Polyurethane Ogive & two (2) Nylon rotating bands projectile delivers 162/lbs. of energy upon impact.
- The KO1 is a direct fire modular impact baton round that is designed to be used in situations where kinetic energy is preferred for the incapacitation of hostile and/or non-compliant individuals.
- Available in either standard energy or less-energy variations. The KO1 is reloadable and is available with smokeless or black powder blended propelling charges to provide law enforcement with affordable realistic training capabilities.

b. Purpose: Less Lethal munitions can be used to de-escalate a potentially deadly situation, with a reduced potential for death or serious physical injury.

c. Authorized Use: Less lethal munitions may be used by those officers trained in their use in the following type of situations, but are not limited to these situations:

- Persons armed with a weapon and the tactical circumstances allow for the safe application of the approved munitions
- Persons making credible threats to harm themselves or others.
- Persons engaged in riotous behavior such as throwing rocks, bottles, or other dangerous projectiles at people or officers.

d. Expected Lifespan:

- All launchers and less lethal shotguns – 10 years
- All munitions 5 years

- e. **Fiscal Impact:** Replace stock as needed (varying cost) and maintenance cost of launchers/shotguns (\$100 annual)

The Oroville Police Department only intends on replenishing ammunition supply as necessary. No new "Military Equipment" is anticipated to be purchased as of the writing of this report.

I certify that the above information is correct to the best of my knowledge and information.

Bill LaGrone, Chief of Police



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CHIEF OF POLICE

**RE: PURCHASE OF MOBILE AUDIO AND VIDEO SYSTEMS FOR
MARKED PATROL VEHICLES AND INTERVIEW ROOM CAMERA
SYSTEM UPGRADE FROM AXON ENTERPRISES, INC.**

DATE: AUGUST 15, 2023

SUMMARY

The City Council will consider authorizing the Police Department to purchase mobile audio and video systems for police vehicles and interview room camera system that integrates with current evidence storage system.

DISCUSSION

The Police Department currently uses video and audio technology to maintain its commitment to transparency and accountability. One of the tools currently deployed is body-worn cameras (BWC). BWC's are issued to all sworn personnel and manually activated/utilized in situations where officers are engaging with members of the public. The Police Department does not currently have Mobile Audio and Video (MAV) systems in marked police vehicles. MAV systems in addition to BWC's videos, offer an unbiased view of the interaction between sworn Department members and the community. Utilizing the MAV in conjunction with the BWC's is an important redundancy in order to present the most complete accounting of an incident. MAV's are especially important since the BWC's often have an obstructed view or are dislodged in a physical altercation.

The Police Department has identified Axon as the preferred vendor for the MAV system. Axon's Fleet 3 captures a forward-facing view of the marked police vehicle and a rear-facing view of the prisoner transport compartment. Axon Fleet 3 is compatible with the Department's current Axon BWC's. Axon Fleet 3 turns on Axon's MAV and BWCs simultaneously when any of the selectable activation triggers are sensed. Some of the activation triggers are the use of emergency lighting and or siren, collision detection, exceeding preset maximum speed, rapid acceleration, rapid deceleration, the opening of prisoner compartment doors, activation of the BWC, and manual activation.

Upon activation, MAV captures thirty seconds of video prior to the activation and remains recording video and audio until manually turned off at the conclusion of the incident.

Axon Fleet 3 uses Evidence.com which is the same digital evidence and storage management system the Department currently used for our BWC's. Evidence from the MAV will be automatically uploaded to Evidence.com by Axon Fleet 3. One feature of Evidence.com is that it allows for playback of different camera views in a multi-cam feature that plays videos recorded by MAV's and BWC's synchronized by location and time in one screen view.

The Department obtained a quote from Axon Enterprises Inc. for a 5-year purchase agreement for Axon Fleet 3 for twenty-five (25) marked police vehicles. The agreement spreads the cost of the purchase across the term and includes the devices, warranty, installation, training, and unlimited digital evidence storage.

In addition, the Police Department is requesting to update the camera system in the interview room of the Police Department. The interview room camera is a critical piece of equipment and is used to capture video of criminal and witness interviews. Often times when an event has just occurred those involved need to be interviewed to get an initial statement. That initial statement will be used later to verify the veracity of the statement against statements that are made at a later date. If the initial statement is lost or not of a useable quality the opportunity is lost. The AXON system again integrates with our BWC,s. and MAV systems and with our Evidence storage system. This system installation is all inclusive, not an annual lease purchase. For additional details of system, see attached quote.

FISCAL IMPACT:

Contract cost for 5 years for MAV system is \$395,320.20, Cost per year is \$79,047.63. This funding is included in the 2023/2024 budget. Appropriations are available in the Public Safety Augmentation Fund 151.1660.6420.

The cost for the Interview room camera system is a onetime purchase to include all hardware, software, and labor is \$35,492.14. Appropriations are available in the Public Safety Augmentation Fund 151.1660.6420.

RECOMMENDATION

City Council approve the Chief of Police to enter into a 5-year agreement with Axon for the purchase of the Axon Fleet system for twenty-five (25) vehicles.

City Council authorize the Chief of Police, with the approval of the City Administrator, to add additional vehicles to the agreement during the term of the agreement provided funding is available.

City Council approve the purchase of the upgraded interview room camera system.

ATTACHMENTS

- Axon Fleet 3 quotes for five-year quote
- Axon Interview room camera system



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-469685-45049

Item 7.

Issued: 05/03/2023
 Quote Expiration: 09/30/2023
 Estimated Contract Start Date: 10/01/2023

Account Number: 113458
 Payment Terms: N30
 Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-2055 Lincoln St 2055 Lincoln St Oroville, CA 95966-5325 USA	Oroville Police Dept. - CA 2055 Lincoln St Oroville, CA 95966-5325 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Tyson Pardee Phone: (530) 538-2493 Email: tpardee@cityoforoville.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$34,393.80
ESTIMATED TOTAL W/ TAX	\$35,492.12

Discount Summary

Average Savings Per Year	(\$351.24)
TOTAL SAVINGS	(\$1,756.20)

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	(\$0.02)	\$0.00	(\$0.02)
Oct 2023	\$34,393.82	\$1,098.32	\$35,492.14
Total	\$34,393.80	\$1,098.32	\$35,492.12

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$3 Item 7.
 \$34,393.80
 \$34,393.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR1CA	Interview Room 1 Camera Standard	1	60	\$543.96	\$573.23	\$573.23	\$34,393.80	\$1,098.32	\$35,492.12
Total							\$34,393.80	\$1,098.32	\$35,492.12

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 1 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	1	09/01/2023
Interview Room 1 Camera Standard	50294	INTERVIEW - SERVER - LITE	1	09/01/2023
Interview Room 1 Camera Standard	50298	INTERVIEW - CAMERA - OVERT DOME	1	09/01/2023
Interview Room 1 Camera Standard	50322	INTERVIEW - TOUCH PANEL PRO	1	09/01/2023
Interview Room 1 Camera Standard	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	1	09/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	1	10/01/2023	09/30/2028
Interview Room 1 Camera Standard	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	1	10/01/2023	09/30/2028
Interview Room 1 Camera Standard	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	10/01/2023	09/30/2028
Interview Room 1 Camera Standard	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	10/01/2023	09/30/2028
Interview Room 1 Camera Standard	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	1	10/01/2023	09/30/2028
Interview Room 1 Camera Standard	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	10/01/2023	09/30/2028

Services

Bundle	Item	Description	QTY
Interview Room 1 Camera Standard	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50448	EXT WARRANTY, INTERVIEW ROOM	1	09/01/2024	09/30/2028

Payment Details

Item 7.

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	IR1CA	Interview Room 1 Camera Standard	1	(\$0.02)	\$0.00	(\$0.02)
Total				(\$0.02)	\$0.00	(\$0.02)

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	IR1CA	Interview Room 1 Camera Standard	1	\$34,393.82	\$1,098.32	\$35,492.14
Total				\$34,393.82	\$1,098.32	\$35,492.14

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	IR1CA	Interview Room 1 Camera Standard	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	IR1CA	Interview Room 1 Camera Standard	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	IR1CA	Interview Room 1 Camera Standard	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	IR1CA	Interview Room 1 Camera Standard	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Item 7.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/3/2023



STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR OROVILLE POLICE DEPT. - CA ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Oroville Police Dept. - CA who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.2.1 HQ

- ▶ Axon will supply 2 Servers.
 - If agency grants access, Axon will unbox and rack servers.
 - Agency will ensure servers are powered on with Windows installed prior to Install date.
 - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
 - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- ▶ Agency will supply Network Switches.
- ▶ Axon Professional Services will provide network cabling.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
 - Removing all evidence from room.
 - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels Wall mounted outside each room
- ▶ IR



- Axis P3245-LV Overt Dome Camera



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - Hardware Wiring
 - Hardware Mounting
 - Hardware Functionality
 - Firmware Updates
 - Software Install and Configuration
 - Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-456729-44978 Item 7.

Issued: 02/21/2023

➔ Quote Expiration: 12/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 113458
 Payment Terms: N30
 Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-2055 Lincoln St 2055 Lincoln St Oroville, CA 95966-5325 USA	Oroville Police Dept. - CA 2055 Lincoln St Oroville, CA 95966-5325 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Tyson Pardee Phone: (530) 538-2493 Email: tpardee@cityoforoville.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$381,924.15
ESTIMATED TOTAL W/ TAX	\$395,320.20

Discount Summary

Average Savings Per Year	\$14,743.05
TOTAL SAVINGS	\$73,715.25

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$76,384.83	\$2,679.21	\$79,064.04
Jan 2025	\$76,384.83	\$2,679.21	\$79,064.04
Jan 2026	\$76,384.83	\$2,679.21	\$79,064.04
Jan 2027	\$76,384.83	\$2,679.21	\$79,064.04
Jan 2028	\$76,384.83	\$2,679.21	\$79,064.04
Total	\$381,924.15	\$13,396.05	\$395,320.20

Quote Unbundled Price:
 Quote List Price:
 Quote Subtotal:

\$45 Item 7.
 \$381,929.40
 \$381,924.15

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	25	60	\$303.71	\$254.57	\$254.57	\$381,849.75	\$13,389.90	\$395,239.65
A la Carte Hardware									
71210	FLEET DOOR TRIGGER HARDWARE, US	4			\$18.60	\$18.60	\$74.40	\$6.15	\$80.55
Total							\$381,924.15	\$13,396.05	\$395,320.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	25	01/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	25	01/01/2024
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	25	01/01/2024
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	25	01/01/2024
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	25	01/01/2024
A la Carte	71210	FLEET DOOR TRIGGER HARDWARE, US	4	01/01/2024
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	25	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	25	02/01/2024	01/31/2029
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	25	02/01/2024	01/31/2029
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	25	02/01/2024	01/31/2029
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	50	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	25

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	25	02/01/2024	01/31/2029
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	25	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	71210	FLEET DOOR TRIGGER HARDWARE, US	4	\$14.88	\$1.23	\$16.11
Year 1	Fleet3A	Fleet 3 Advanced	25	\$76,369.95	\$2,677.98	\$79,047.93
Total				\$76,384.83	\$2,679.21	\$79,064.04

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	71210	FLEET DOOR TRIGGER HARDWARE, US	4	\$14.88	\$1.23	\$16.11
Year 2	Fleet3A	Fleet 3 Advanced	25	\$76,369.95	\$2,677.98	\$79,047.93
Total				\$76,384.83	\$2,679.21	\$79,064.04

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	71210	FLEET DOOR TRIGGER HARDWARE, US	4	\$14.88	\$1.23	\$16.11
Year 3	Fleet3A	Fleet 3 Advanced	25	\$76,369.95	\$2,677.98	\$79,047.93
Total				\$76,384.83	\$2,679.21	\$79,064.04

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	71210	FLEET DOOR TRIGGER HARDWARE, US	4	\$14.88	\$1.23	\$16.11
Year 4	Fleet3A	Fleet 3 Advanced	25	\$76,369.95	\$2,677.98	\$79,047.93
Total				\$76,384.83	\$2,679.21	\$79,064.04

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	71210	FLEET DOOR TRIGGER HARDWARE, US	4	\$14.88	\$1.23	\$16.11
Year 5	Fleet3A	Fleet 3 Advanced	25	\$76,369.95	\$2,677.98	\$79,047.93
Total				\$76,384.83	\$2,679.21	\$79,064.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Item 7.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/21/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work (“SOW”) has been made and entered into by and between Axon Enterprise, Inc. (“AXON”), and Oroville Police Dept. - CA the (“AGENCY”) for the purchase of the Axon Fleet in-car video solution (“FLEET”) and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency’s purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY’s existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form (“Acceptance Form”). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

[Evidence.com](#)

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR
JORDAN DALEY, SENIOR ADMINISTRATIVE ASSISTANT

RE: NORTH STAR PLACE BRANDING FINAL BRAND REPORT

DATE: AUGUST 15, 2023

SUMMARY

The Council will consider approving the proposed Oroville brand and marketing plan by North Star Place Branding and Marketing, including a budget adjustment of \$28,000.

DISCUSSION

On June 7, 2022, the Council approved a professional services agreement with North Star Branding for place branding and marketing in the amount of \$77,000. The goals set out for this agreement were to achieve a new overall feeling of belonging within our city. North Star has since developed a “community wide brand” that includes components to assist with tourism as well as economic development. The new brand aligns with existing efforts at tourism marketing from Explore Butte County, Downtown Oroville (ODBA), the Oroville Chamber, and others. The contract was for one year with an option to continue into years 2 and 3 for implementation. This implementation plan will take many years to achieve.

In the last year, North Star conducted research to identify key components of our community DNA and what differentiates Oroville from other municipalities. They set out to learn the perceptions and beliefs of stakeholders and influencers within the community. North Star then worked collaboratively with these stakeholders on building a strategy to guide the branding of the city. Their presentation will include their community “BrandPrint” process and a strategic marketing plan intended to generate a positive image of Oroville in the minds of residents, visitors, and businesses.

Staff created an internal creative team, comprised of four staff members and two council members to work directing with North Star to implement this work. The team has developed a proposed first-year implementation plan with timeline and the approved \$72,000 budget. The budget includes \$30,000 to keep North Star on contract through the next year as our “brand manager” to help coach staff and handle the creative services that would be needed, including the production of social media, print advertising, speaking content, community flyers, announcements, billboards, and Web site landing page content and design. The fiscal year 2023/24 budget includes \$72,000 for year 1 efforts. Staff is seeking an additional \$28,000 for year 1 to increase funding for North Star to build momentum for the brand and increase our impact. The total first-year budget would be \$100,000.

FISCAL IMPACT

\$72,000.00 from the approved Brand Marketing budget (general fund), plus up to \$28,000 additional funding from Local Fiscal Recovery Funds.

RECOMMENDATION

1. Approve the new Oroville Brand as presented by North Star Place Branding.
2. Approve the first-year marketing plan, timeline, and \$72,000 budget.
3. Approve an additional not-to-exceed \$28,000 for one year of additional creative materials and coaching by North Star.
4. Approve contract amendment with North Star.

ATTACHMENTS

North Star – Brand Presentation
Proposed Budget
Proposed Budget with \$28,000 increase
First-year Branding Implementation Plan with Timeline
Contract Amendment with North Star

Oroville Branding Update

August 2023

How did we uncover the brand for Oroville?

North Star moves from research to strategy
to creativity to action.

BrandPrint Process

Item 8.



Stakeholder & Community Education



Insight Gathering & Research



DNA & Strategy Formation



Creative Brand & Message Development



Brand Action Ideas

Research

Research by the Numbers

Item 8.

METHODOLOGY

100+ Site Visit Conversations: intercepts, focus groups, interviews & calls

130 www.BrandingOroville.com

142 Community Survey Respondents

19 External Perception Calls

248 External Consumer Respondents

= More than **635** unique inputs during the research

6

Strategy

Oroville DNA Platform Statement

Item 8.

Target Audience: *For those wanting a down-to-earth, more affordable California lifestyle,*

Frame of Reference: *Oroville, the tenacious and scenic center of Butte County in the Sierra Foothills,*

Point-of-Difference: *stewards an abundance of what the rest of California prizes: water,*

Benefit: *so you can reinvigorate, recreate, and relax.*

Brand Narrative

Narrative

Item 8.



City of Oroville Brand Executions

OROVILLE
— CALIFORNIA —
Office of the City Administrator

Ms. Jane Doe
123 Anytown St.
Oroville, CA 95965

Tuesday, May 16, 2023

RE: NOTICE TO THE PUBLIC - Grand Re-Opening of Forebay Aquatic Center

Dear Ms. Doe,

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum. Nemo enim ipsam voluptatem quia voluptas sit aspernatur aut odit aut fugit, sed quia consequuntur magni dolores eos qui ratione voluptatem sequi nesciunt. Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur, adipisci velit, sed quia non numquam eius modi tempora incidunt ut labore et dolore magnam aliquam quaerat voluptatem.

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We hope you'll join us along our water.

Sincerely,
Brian Ring
City Administrator

Office: 530.538.2555 | Fax: 530.538.2468 | 1733 Montgomery St, Oroville, CA 95965 | **Belong. Along our water.**

OROVILLE
— CALIFORNIA —
1733 Montgomery St.
Oroville, CA 95965

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— CALIFORNIA —
1733 Montgomery St.
Oroville, CA 95965

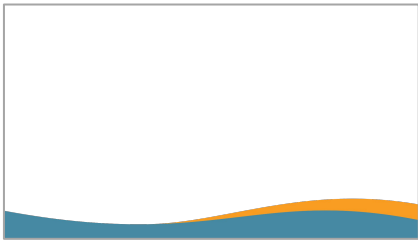
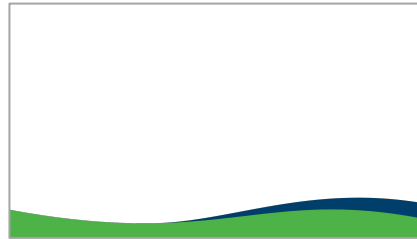
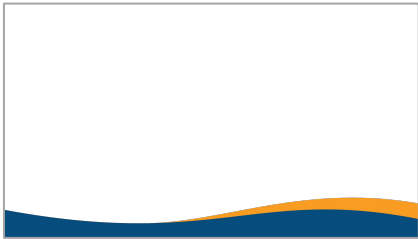
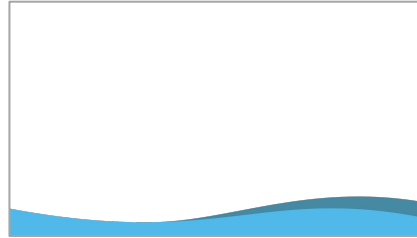
OROVILLE
— CALIFORNIA —
Community Development Department

Wes Ervin
Principal Planner

530.538.2468
w@rovilleca.gov

www.cityoforoville.org
1733 Montgomery St. Oroville, CA 95965

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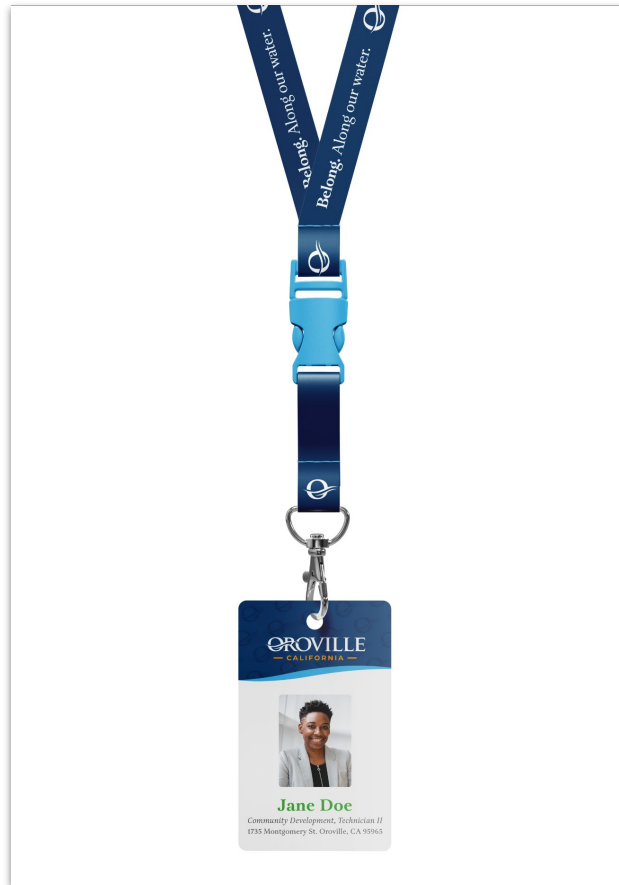


Item 8.

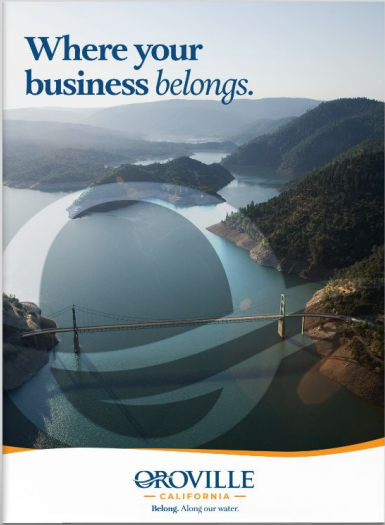


Item 8.

Item 8.







OROVILLE
CALIFORNIA

Tuesday, May 26, 2015

Dear Mr. Doe,

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum. Nemo enim ipsam voluptatem quia voluptas sit aspernatur aut odit aut fugit, sed quia consequuntur magni dolores eos qui ratione voluptatem sequi nesciunt. Neque porro quisquam est, qui dolorem ipsum quia dolor sit amet, consectetur, adipisci velit, sed quia non numquam eius modi tempora incidunt ut labore et dolore magnam aliquam quaerat voluptatem.

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We hope you'll join us along our water.

OROVILLE
CALIFORNIA

Community Development Department

Wes Ervin
Principal Planner

848.238.2686
wervin@cityoforoville.org

3175 Soledad Ave. Ste. 1000 Oroville, CA 95965
3175 Soledad Ave. Ste. 1000 Oroville, CA 95965

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In Good Company

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Lodging & Accommodations

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Enjoy the Outdoors

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Education

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Community Profile

Situated along the banks of the Feather River, Oroville offers gateway to the Lake Oroville State Recreation Area, with history dating back to the California Gold Rush when the town was one of the first. Oroville has a strong and varied past.

LEADING INDUSTRIES

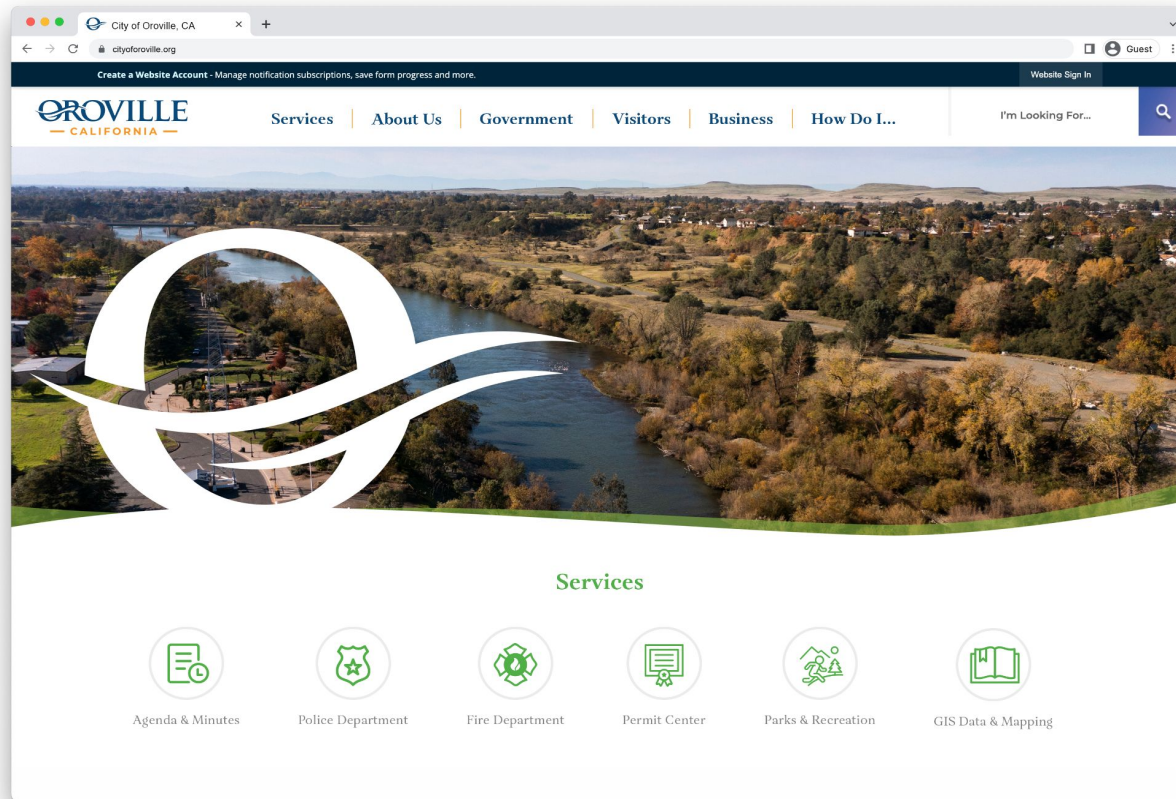
- Hospitality
- Manufacturing
- Health & Medical
- Agriculture

QUICK FACTS

17.1 SQUARE MILES LAND AREA	20,042 POPULATION (2012 CENSUS)
8.25% SALES TAX RATE	\$265,370 AVERAGE HOME PRICE (2013)

MAJOR EMPLOYERS

Welcome to Oroville, California, where your business belongs.
Situated along the banks of the Feather River, Oroville offers gateway to the Lake Oroville State Recreation Area, with history dating back to the California Gold Rush when the town was one of the first. Oroville has a strong and varied past. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.



Item 8.

facebook

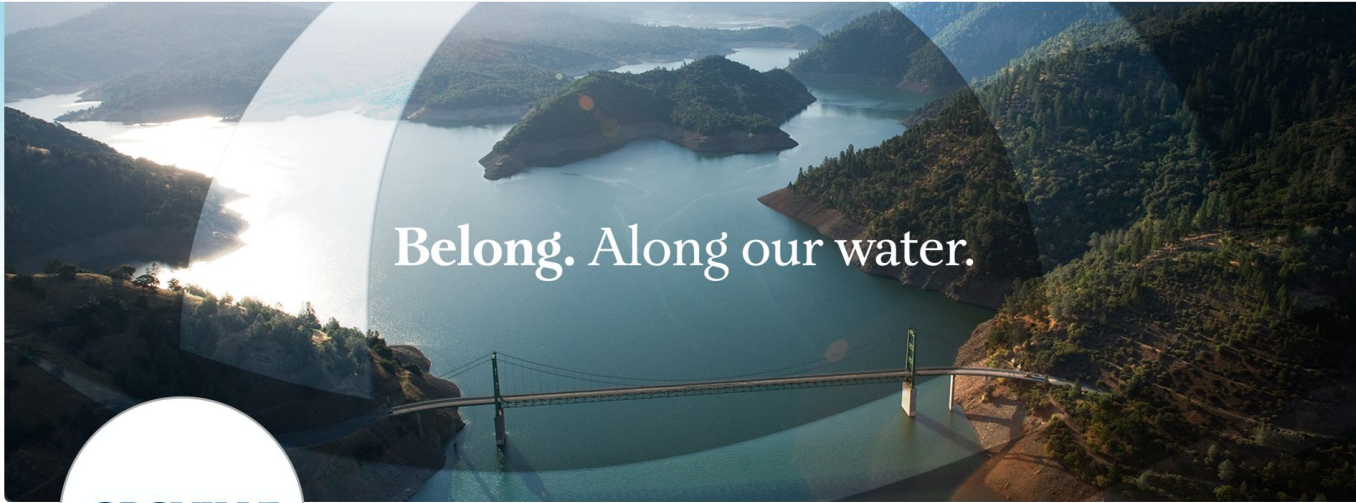
Email or phone

Password

Log In

Forgot Account?

Item 8.



City of Oroville

2K likes · 2.1K followers

Posts

About

Photos

Videos





cityoforoville

Follow



437 posts 6,352 followers 135 following

City of Oroville

Government Organization

Official Account of Oroville, California. For those wanting a down-to-earth California lifestyle, you belong along our water.

@cityoforoville #cityoforoville

www.CityofOroville.com



Welcome!



Announcements



Entrepreneurs



Community/
Recreation

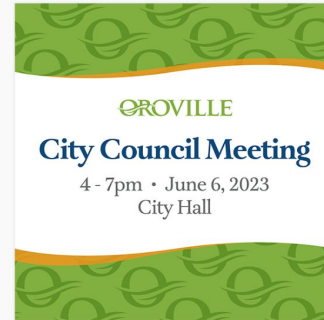


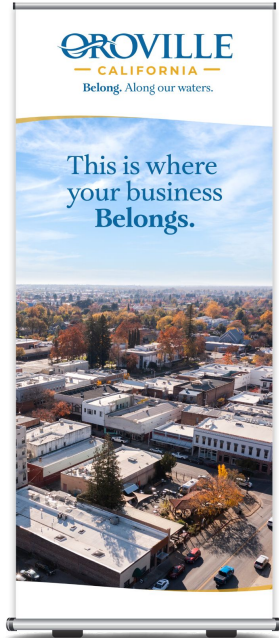
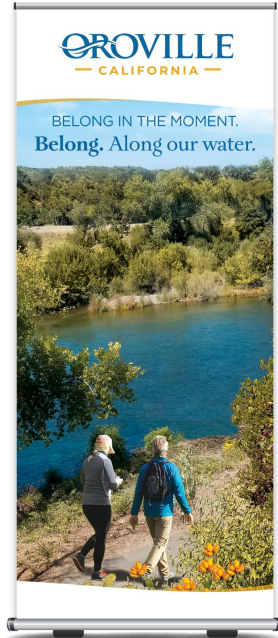
Elected Officials

POSTS

REELS

TAGGED







this is where I
belong!



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OROVILLE
— CALIFORNIA —

POP 15,546

ELEV 177







Item 8.





Item 8.



Item 8.



Item 8.

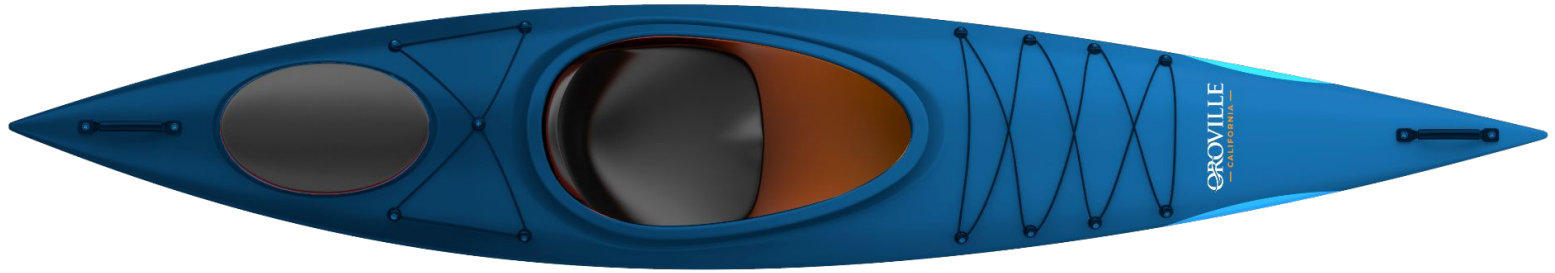
Item 8.





Item 8.

Item 8.



Visual Direction

Visual Direction

Instagram, Facebook, Twitter icons


BELONG IN THE MOMENT.
Belong. Along our water.




Get closer to the things that make you feel less far away.
minim veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip
ea ea commodo consequat. Duis autem vel eum iriure ut in vulputate velit esse molestie consequat.

cityoforoville.org

OROVILLE
— CALIFORNIA —




Instagram, Facebook, Twitter icons
cityoforoville.org



Be here. Be you. Belong.

Lorem veniam, quis nostrud exerci tation ullamcorper suscipit lobortis nisl ut aliquip
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Item 8.

Logo & Strapline

Oroville Logo & Strapline

Item 8.

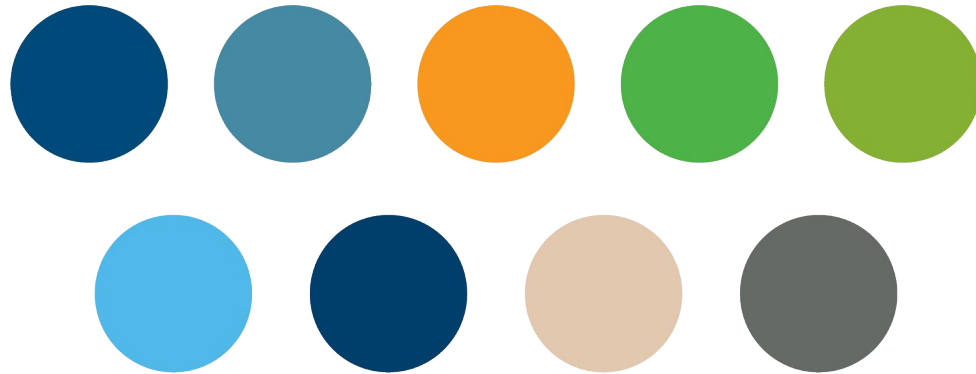
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Oroville Color Palette

Item 8.



Oroville Brand Standards

Item 8.



Logo Usage Guidelines

The following guidelines illustrate the proper use of the Oroville logo.

PRIMARY LOGO
The lock-up of the logo with the tagline underneath is the preferred logo and should be used in most circumstances.

LOGO SAFE AREA
No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the "O" in Oroville.

LOGO WITHOUT TAGLINE!
This logo may also be used without the tagline. This is generally recommended when the tagline is being used as a headline or graphic element in the same design in which the logo appears or when space is limited.

1-COLOR VERSIONS
The 1-color version of the logo should be used in circumstances where a colored palette is required, or when the logo is printed in black and white.

LOGO MARK
The logo mark should be used when the primary logo size is too large for the space it will occupy.

2

Improper Use of Logos

The following are examples of improper modifications of the Oroville logo that may violate the integrity of the brand.

DO NOT use any modified colors or any combination of color different than those in the official color palette.

DO NOT add additional type or graphics covering any part of the logo.

DO NOT print the logo on a background or design that makes it difficult to read.










DO NOT stretch the logo or warpage the logo beyond its proportions.

DO NOT place the logo on a background or design that makes it difficult to read.

3

Color Palette

The color palette provides a guide for keeping a consistent color scheme within the brand. Consult the color palette below and work closely with professional printing services to ensure proper colors are used. The palette is intended to enhance the development of a cohesive brand. All designs should rely primarily (and where possible) on the colors within the palette.

 PANTONE 7693 C CMYK: 39/60/61 RGB: 97/152/209	 PANTONE 2208 C CMYK: 72/63/39 RGB: 73/157/82	 PANTONE 201 C CMYK: 69/99/0 RGB: 161/51/1	 PANTONE 2424 C CMYK: 49/96/1 RGB: 80/177/1
 PANTONE 2201 C CMYK: 60/39/14 RGB: 107/170/85	 PANTONE 2915 C CMYK: 49/98/0 RGB: 63/162/219	 PANTONE 541 C CMYK: 100/96/0 RGB: 90/20/176	 PANTONE 2210 C CMYK: 100/96/0 RGB: 120/80/76
 PANTONE 2332 C CMYK: 63/52/50 RGB: 102/102/102			

4

Typefaces

Files have been provided in a variety of formats that allow use of the Oroville logo and partner logos without purchasing typefaces. The logo itself is considered a piece of artwork and should not be changed. However, if additional customizations are made to the logo, such as adding an event name, it will be necessary to purchase the appropriate license for the typeface.

Aria Text G2
Regular
HEADLINE FONT

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Gotham
Regular
SECONDARY HEADLINE FONT

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Le Monde Livre Cla Std
Regular
BODY COPY FONT

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

5

OROVILLE

— CALIFORNIA —

Belong. Along our water.

Item 8.

Thank you, Oroville!

Branding Budget

Date: 8.15.2023



Budget area	Column1	Estimated	Actual	Difference
		72,000.00		72,000.00
North Star	social, print, speaking content, community flyers, announcements, billboards, landing page content and design, toolkit content, letterhead, business cards, email templates, table covers and trade show booth designs.	(30,000.00)		(30,000.00)
Content Development	Spruce Studio: 50 photo library, 1-2 min.rebrand video & 3 testimonial videos	(11,000.00)		(11,000.00)
Brand Rollout	Refresh internal materials, logo on pens, flags, stickers, city limit signs	(10,000.00)		(10,000.00)
City Hall entrance sign	LRT dimensional wall logo	(5,000.00)		(5,000.00)
Expo/Event	Simple booth set up, travel and entry fees for 1 trade show	(6,000.00)		(6,000.00)
Media/Social advertising	Speaking crucit, Facebook ad space, local partnership on custom items	(5,000.00)		(5,000.00)
Reserve		(5,000.00)		(5,000.00)
Balance		0.00		0.00

Branding Budget

Date: 8.15.2023



Budget area	Column1	Estimated	Actual	Difference
		100,000.00		100,000.00
North Star	ALL listed creative services, plus needs from Chamber and Economic Development groups	(50,000.00)		(50,000.00)
Content Development	Spruce Studio: 150 photo library, 8min of video, 12 short videos, event coverage & content strategy	(15,000.00)		(15,000.00)
Brand Rollout	Refresh internal materials, logo on pens, bags, flags, water bottles, stickers, coasters, mugs, lanyards, city limit signs	(10,000.00)		(10,000.00)
City Hall entrance sign	LRT dimensional wall logo	(5,000.00)		(5,000.00)
Expo/Event	Booth set up, travel and entry fees for 1-2 trade shows	(15,000.00)		(15,000.00)
Media/Social Advertising	Speaking crucit, Facebook ad space, local partnership on custom items	(5,000.00)		(5,000.00)
Balance		0.00		0.00

1st yr Branding Timeline



	Phase 1	Phase 2	Phase 3	Phase 4
Activities	List of activities	List of activities	List of activities	List of activities
	Landing page	Landing page video	Brand development	Yr 2 planning
	Internal adoption: dept shirts	Local adoption: window clings	Ongoing PR/social	
	North Star contract	North Star 1-2 items per week	North Star 1-2 items per week	
	Spruce Studio contract	Spruce Studio strategic plan	Spruce Studio testimonials	
	Internal material refresh: letterheads, business cards, zoom backgrounds, email signatures	Internal material refresh: City limit signs		
	Brand development: logo on pens, flags, stickers	Economic Development toolkit		
	Plan speaking circuit/ Trade Show attendance	Relator Association, Rotary, Business Alliance, Chamber, ICSC Trade Show etc.		
	Plan Salmon Festival booth	Ongoing PR/social		
	Ongoing PR/social			

	Yr 2 budget items
Outcomes	Renew North Star
	Caltrans entrance flags/monument
	Tap into the tourism market
	Expand Economic Development
	Up Trade Show Attendance
	Engage School programs
	City Hall entrance sign
	Council Chambers sign

AMENDMENT TO CONTRACT AGREEMENT NO. 3419 WITH THE BURDETTE AGENCY (DBA NORTH STAR PLACE BRANDING AND MARKETING, A FLORIDA S-CORPORATION), FOR BRAND MARKETING ACTIVATION AND IMPLEMENTATION

(Amendment No. 1)

This Amendment dated August 15, 2023, is to Agreement No 3419 between the City of Oroville (“City”) and The Burdette Agency, Inc. (d/b/a North Star Place Branding and Marketing, a Florida S-Corporation) (“Consultant”).

A copy of Contract Agreement No. 3419 is attached as Exhibit “A” including all prior amendments.

In consideration of terms and conditions herein, City and Consultant agree that Agreement No. 3419 shall be amended as follows:

- 1. The Agreement shall be extended to include One year of additional brand rollout assistance such as preparation of creative materials and advising on activities to be performed by staff. These services are described in the contract as Phase III: Action & Implementation.
- 2. The compensation shall be on an individual task basis with costs for each task agreed in advance in writing with staff. Total compensation for the year shall not exceed \$50,000.
- 3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3419 as amended shall remain in full force effect.

CITY OF OROVILLE

CONSULTANT

David Pittman, Mayor

By: Will Ketchum, North Star

ATTEST:

APPROVED AS TO FORM:

Kayla Reaster, Assistant City Clerk

Scott E. Huber, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 24, 2022 by and between the **City of Oroville**, a municipal corporation ("City") and The Burdette Agency, Inc. (d/b/a North Star Place Branding & Marketing, a Florida S-Corporation) ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- B. 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; and
- C. City desires to retain Consultant to provide administrative and technical series relating to the completion of Marketing Services.

AGREEMENT

1. SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the services detailed in Exhibit A in a professional manner:

1. TIME OF PERFORMANCE. **May 2022-May 2025 subject to annual renewals**
2. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: **In no event shall Consultant's compensation exceed the amount of \$77,000 plus reasonable travel expenses not to exceed \$15,000 , without additional written authorization from the City.** 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 invoice to City describing the work **Agreement No.**

performed per the Fee Schedule found in Exhibit A. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.

5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by 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 City.
6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or 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 City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to
Agreement No.

any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request. Creative concepts not chosen by City remain the intellectual property of Consultant.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sub-license 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 that 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 City. 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. Trademarks, stock photography and typography licenses must be obtained by the City, please see Exhibit A, Items 7 & 8.
9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held **Agreement No.**

confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. 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 City for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

Agreement No.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of five (5) years, or for any longer period required by law, from the date of termination or completion of this 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 City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its 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 for a period of (5) five years or longer, from the date of termination or completion of 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 the records and documents be maintained by City Hall.
12. 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 City. Consultant shall obtain no rights to retirement benefits or other benefits
- Agreement No.**

which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

13. 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:

1. 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
 2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. 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 under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to **Agreement No.**

be expected of competent professionals in Consultant's field of expertise.

15. 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.
16. LICENSES. Consultant represents and warrants to 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 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.
17. 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, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. 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 "C" attached hereto.
19. 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
Agreement No.

mailed as provided in this section.

If to City: **Bill LaGrone City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant:
**Will Ketchum, President
The Burdette Agency, Inc. (d/b/a North Star)
1023 Kings Ave,
Jacksonville, FL 32207**

20. 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.
21. 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.
22. ASSIGNMENT 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 nor shall it create any obligation on

Agreement No.

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.

23. 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.
24. 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.
25. CONTROLLING LAW AND 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.
26. 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.
27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the
Agreement No.

dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. 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.
29. 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.
30. 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.
31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the Agreement No.

performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. SECTION 3 REQUIREMENTS – applies to federal funding, deleted as not applicable.
33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

Agreement No.

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

Agreement No.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.
36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.
37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant
Agreement No.

assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

applies to federal funding, deleted as not applicable

39. STATE NONDISCRIMINATION CLAUSE

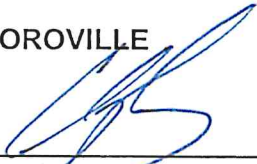
- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this Agreement No.

clause to labor organizations with which they have a collective bargaining or other agreement.

- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

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

CITY OF OROVILLE



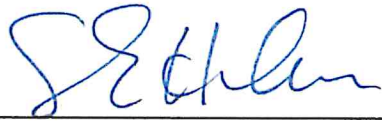
Mayor, Chuck Reynolds

CONSULTANT



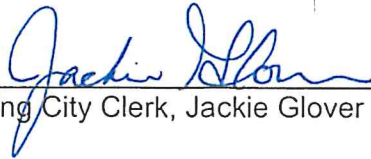
Principal, Will Ketchum, North Star 6/15/22

APPROVED AS TO FORM:



By: _____
City Attorney, Scott E. Huber

ATTEST:



By: _____
Acting City Clerk, Jackie Glover

Attachments

- "A" Scope of Services
- "B" Insurance Requirements

Agreement No.

EXHIBIT "A"
TERMS & SCOPE OF SERVICES

EXHIBIT A
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF OROVILLE, CA
AND NORTH STAR PLACE BRANDING & MARKETING

1. This is written to detail the additional terms of an Agreement whereby North Star Place Branding & Marketing (hereinafter referred to as North Star) is to develop a BrandPrint™ and conduct marketing services for the the City of Oroville (hereinafter also referred to as the Client) under the general direction of and for the benefit of the Client.
2. North Star's compensation in Year 1 will be derived from the sources below:
 - a. North Star will provide brand research and development for the Client. The general outline of such a document is within the pages that follow in this Exhibit.
 - b. A fee of \$77,000 will be paid to North Star for third party research expenditures and for time involved in the production of a BrandPrint™ which is not to exceed four hundred and sixteen (416) hours. The agreed upon maximum four hundred and sixteen (416) hours to be dedicated to the project will be the governing factor in the depth of the Document. North Star expects to complete the scope of work within this allotment of hours and will not exceed the maximum number of hours for the project outlined in Exhibit A or the time period forecasted (36 weeks).
 - c. Any additional requests of North Star beyond the agreed upon Document and designated hours will be billed at the blended rate of \$185.00 per hour. Should additional work be requested, for work beyond the scope of this Agreement, North Star will receive written approval of the additional related cost prior to initiating work.
3. Fee Schedule: North Star will invoice the Client \$25,666 at the beginning of the project. The next 33% (\$25,667) will be invoice at the completion of the Research and Strategy Presentation. The remaining 33% (\$25,667) will be invoiced at project completion. Travel expenses will be billed as incurred on a passthrough basis. A service charge of 1-1/2% (18% per annum) will be charged on all sums not paid within a 30-day period after the date of billing. The Client agrees to pay all costs of collection and a reasonable attorney's fee incurred in the collection of past due accounts. Budgets and fee schedule for Years 2 & 3 will be mutually decided upon by Client and City at the end of Year 1.
4. Notwithstanding any other provisions hereof, North Star or the Client may terminate this Agreement at any time upon fifteen days written notice to either parties. If termination of the Agreement is requested by the Client prior to completion of the Document, the Client will remain responsible for payment of all hours involved in the preparation of the Document prior to said termination at a rate of \$185.00 per hour. Client will be responsible for payment of any outside cost incurred prior to the termination including costs of materials ordered or delivered thereafter if North Star is unable to halt such delivery. Under no circumstances will North Star be obligated to breach any lawful contractual commitment to others.
5. Upon termination of this Agreement, North Star shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event North Star hereby assigns all right, title and interest to said material to Client for the fees specified herein. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.
6. The Client agrees to cooperate with North Star in the performance of the Services, including meeting with North Star and providing North Star with such non-confidential information that the Client may have that may be relevant and helpful to North Star's performance of the Services. It may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matter with

Agreement No.

North Star. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential and/or proprietary information belonging to the Client.

North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.

7. Stock photography and typography used for the demonstration of creative concepts
Is not to be reproduced or published in any way without the Client first negotiating usage rights with the appropriate stock image or typography provider.
8. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, North Star will conduct a trademark registration search with the United States Patent and Trademark Office via their web site:
<http://www.uspto.gov/main/trademarks.htm>. North Star will report any records found relating to the strapline. While North Star can make introductions to intellectual property attorneys and suggest steps to take, the pursuit of an official, legally-binding trademark is the responsibility of the Client. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.
9. This Agreement may be modified only upon the written and mutual consent of both parties. This Agreement and the documents referenced herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements either verbal or written, between the parties. This procurement is being conducted on behalf of and may be used by other public bodies, agencies, institutions and localities of the several states, territories of the United States and the District of Columbia with the consent of the Contractor.

SCOPE OF WORK

SCOPE OF WORK

Philosophy

North Star's only business focus is destination branding and marketing. As such, we have developed a very strong philosophy on place branding and marketing in our two decades of experience.

North Star will not "create" the brand for Oroville. It already exists in the very DNA of your community. Rather, we will uncover your brand and bring it to life in ways that have meaning for your target audiences. Uncovering Oroville's unique DNA is essential to the success of all the marketing and community-building efforts that follow as a part of this *Community-wide branding effort serving economic development, tourism, residential growth and municipal advocacy goals*. Just as an individual's DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything in your community from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.

Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your environment and more.

Phase 1: Market Research & Brand Strategy

Stakeholder and Community Education

Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process, and the possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your steering committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of

Agreement No.

educational tools designed to increase understanding of and support for the Oroville marketing services initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to your stakeholders for purposes of educating and furthering buy-in of community branding. This is not a canned presentation. We will collaborate with the City of Oroville to determine what you want to convey. Then we will craft the presentation to meet those goals.

Educational Site / Brand Story Site: This site serves as an online tool to direct traffic of Oroville residents and stakeholders interested in learning more about the project, getting involved in the research stage, or becoming a champion after the launch of the new brand. Here is an example of a live educational site for Johnson City, TN: brandjc.com

Research

Upon reviewing the existing research provided in the proposal, North Star has identified the following studies to help achieve Oroville's destination branding goals. The added benefit of working with North Star is our existing understanding of the area. We can move more rapidly through the research phase and test, confirm and measure changes in opinion more rapidly. The recommended studies ensure we have the most current sense of the Oroville landscape.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners. We administer an online questionnaire to each of your internal groups or partner organizations. We then meet with each group during the in-market visit to more fully understand your primary objectives, general history, current political landscape, resources, competitors, etc. This is an excellent opportunity to engage your regional partners from the onset of the project.

Research, Planning, Communications and Media Audit: We conduct a comprehensive review of your provided relevant research and planning documents. In addition, we review and analyze marketing materials, branding, logos, and messaging from Oroville as well as recent press related to Oroville.

Familiarization Tour: As part of our formal in-market itinerary, we will tour area attractions, meeting facilities, commercial and residential buildings, downtown, hotels/motels, restaurants, entertainment venues, historic areas, sports complexes, natural areas, and retail and visitor centers. We will spend plenty of time exploring and experiencing the region.

Key Stakeholder & Partner Organization Interviews and Focus Groups: Some of our most valuable pieces of insight for the purposes of defining your DNA and crafting your creative work come from these intensive one-on-one interviews and focus groups. With the assistance of project leaders, we want to identify and speak to key stakeholders about Oroville (including officials and staff from Oroville, real estate developers, park officials, board members, business community members, hospitality leaders, nonprofit and civic organizations, young professionals, etc.). *To ensure synergy, we need high levels of engagement from leaders of Explore Butte, Downtown (ODBA) and Oroville Hospital (Oroville Unveiled leaders).* We also want to talk to articulate individuals who are passionate about the community (musicians, writers, artists, coaches, ministers, historians, professors, matriarchs, patriarchs and more). We want to work with Oroville project leaders to ensure minorities and disadvantaged groups are included in these focus groups. Because we can react to the information they give us with original questions, these interviews often lead us down exciting discovery paths not revealed by resident-focused quantitative surveys.

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the Familiarization Tour to craft a quantitative survey posted online for community-wide

Agreement No.

participation. The brand barometer, conducted as a part of the community survey measuring perceptions of community assets and growth areas, measures the strength of Oroville's resident advocacy relative to the rest of the United States as a place to live, work and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit. We promote this survey using traditional and social media. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside Oroville to uncover contextual perspectives. In collaboration with the Oroville project team, we compile a list of 20 (complete at least 5) identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness & Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Oroville will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This study measures:

- Overall awareness and perceptions of Oroville
- Overall awareness and perceptions of competitor cities
- Measurements of Oroville's delivery of quality of life indicators
- Consumer experiences in Oroville
- Attitudes regarding Oroville's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Oroville after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: A brand message and marketing strategy analysis evaluates Oroville's position relative to the competition in the greater region and the state - on both tourism and economic development levels.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research say? What emotional attachments can the brand hold? What are Oroville's core values? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit Oroville's desired emotional/behavioral responses? It is from these insights that we determine the positioning of the comprehensive place brand.

These insight questions are gathered in a succinct storyline that leads directly to Oroville's strategic brand platform (DNA Definition). This platform is the critical touch point for all branded activity moving forward. For maximum brand impact, all efforts, thoughts, communications, and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell the Oroville story.

Agreement No.

DNA Definition (Positioning Statement): Based on those insights, a guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Oroville marketing activities moving forward. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. This DNA Definition would be unique to Oroville as a tourist destination. Included in your DNA definition is:

<i>Target audience:</i>	<i>For whom the City of Oroville has the most appeal.</i>
<i>Frame of reference:</i>	<i>Geographic context of the City of Oroville</i>
<i>Point of difference:</i>	<i>What makes the City of Oroville special.</i>
<i>Benefit:</i>	<i>Why it should matter to the consumer.</i>

Research and Strategy Presentation This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition.

A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in-person to the City of Oroville staff and committee, and the accompanying report is shared digitally. DNA Definition approval is required before proceeding.

Phase 2: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Oroville. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, and messaging (with graphic standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Workshop: A collaborative, interactive meeting between the North Star team and the City of Oroville team/committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Strapline & Rationale (5): A strapline is not the be-all and end-all for your brand. But it is the start of the story. Depending on how safe or edgy you want to be, Oroville straplines can capture people's attention immediately and pique their curiosity or they can serve as a solid, hard-working tool that starts the job of positioning Oroville in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationales for the strengths of each line. We also conduct trademark and Google searches to ensure the availability of each line. This is a critical step and one often overlooked by many professionals. There is nothing more frustrating than getting to the end of the project with a strapline that is not available to you!

Logos (5): We will present a minimum of five logo options for the City of Oroville that represent a variety of concepts, including an evolution of your current logo. We will provide two rounds of revisions to your selected logo. We further design this logo with and without the state name and with and without the strapline in vertical and horizontal lockups, representing all the different ways you could use it. North Star allows for two rounds of client revisions.

Color Palettes (2): We start by developing logos in black and white to reduce color bias. But once your logo decision is made, we open up the possibilities visually by allowing you to select between two very different palettes. This is a key decision in how your visual brand identity will "feel" since color evokes emotion.

Agreement No.

Looks (2): We craft two entirely different visual looks that allow you to choose how your brand will be conveyed in terms of headlines, photography style, special graphic elements, detailing and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

Brand Style Guide: This guide contains all the necessary information for using your logo, color palette, typefaces, language and other foundational creative elements to ensure consistency across all mediums. We provide a digital version as well as working InDesign files so you can edit the guide as necessary.

Custom Deliverables (8-10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8-10 custom deliverables that target your specific Goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The production of associated materials remains outside of this scope — the deliverables are visual examples. Options include, but are not limited to:

Website and Social Media Design • Templates (Reports, Presentations, Email, etc.)
Billboards Print & Digital Advertising • Visitor Center Design • Partner Recruitment & Co-branding
Visitor Guide Merchandise (Apparel, Outdoor Gear, etc.) • Interior & Exterior Signage

Final Report and Presentation: We compile your brand into a final oral presentation that summarizes the research, takes viewers through the foundational creative development (narrative, strapline, logo and color palette), and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables, and your brand style guide.

Phase III: Action & Implementation

Action & Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Oroville in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the communication, organization and cooperation that will propel your brand forward. Our goal, and yours, is to make sure that Oroville's brand is the guiding principle for your future, not just a logo and line on your letterhead. This plan will be developed at/around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation for Years 2 & 3.

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your resident and City staff base. To educate them on the process, the outcome and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and citizens so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Final Report and Presentation: At the completion of Phase III, we compile your brand into a final presentation that summarizes the research, takes viewers through the foundational creative development (line, logo, look and color palette) and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guide.

Agreement No.

Brand Action Ideas: These are high-impact and custom ideas (up to 8) designed to raise the profile of the new City of Oroville brand and bring it to life in every corner of your community. Many of these ideas involve setting up the organization and cooperation that will propel your brand forward, while others serve as inspiration for brand adoption in creative and unique ways.

- Economic Development (marketing, communications, training, outreach, resources, etc. all specifically related to economic development.)
- Private Sector (ideas and tools to engage businesses and private sector organizations.)
- Education (programs with the school district, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
- Arts (public art campaigns, partnerships with art organizations, art contests, artists-in-residence programs.)
- Sports (tournaments, events, youth sports, etc.)
- Events (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days.)
- Festivals (repackage existing events/festivals or develop new ones that connect to your brand strategy.)
- Tourism (marketing, communications, training, products, packaging, merchandise, etc... all specifically related to tourism.)
- Environmental Applications (look at your community as if it were a canvas.)
- Awards (civic awards, organizational awards, etc.)
- Policy (laws or measures that support the brand strategy.)
- SEO (strategies to increase the visibility of your brand's digital elements via best practices online.)
- Health (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships.)
- Master Planning (design and development of infrastructure and support systems consistent with the brand strategy)

Many of these Brand Action Ideas may be accessible via a best practices knowledge sharing database that North Star is currently developing.

Phase IV: Evaluation & Results Tracking (Future/Optional)

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time. Ideally, evaluation answers two basic questions: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, our 20 years of branding experience have shown that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade. These tracking studies are outside the proposed scope of work but we wanted the City of Oroville to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

Agreement No.

12-Month Follow-Up: We follow up one year after your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Consumer Awareness & Perception Post-Study: Through the initial CAP study, you will have gained an in-depth understanding of the brand perceptions of the community among consumers. You will also have an excellent benchmark. By repeating the study, you will be able to easily assess the changes in your reputation in the minds of outsiders, visitors, and potential visitors.

Phase V: Comprehensive Years 2 & 3 Marketing Activation

Years 2 & 3 Marketing Activation Management: North Star's work and expertise extends well beyond creating the destination brand. As a specialist in tourism marketing, our scope will also include forming and assisting with implementation of the marketing action plan - inspired by your brand strategy. North Star will develop a comprehensive marketing strategy following this general framework and potential array of tactics:

- Business objectives (e.g. attraction and event visits, hotel nights, etc.)
- Communications objectives (e.g. awareness, reach, frequency, inquiries, site visits, change perceptions, etc.)
- Target audiences definition, analysis and quantification
- Target audiences key insights
- Key messaging articulation by market segment
- Communication, PR, social media and digital/paid media strategy
- Communication, PR, social media and digital/paid media strategy
- Annualized schedule and sequence of all tactics (month-by-month flowchart)
- Annualized marketing activation budget by tactic
- Program measurement and evaluation (definition of all metrics by tactic)

Agreement No.

YEAR ONE PROJECT TIMELINE

Getting Started Call	Week 1
<u>Phase I</u>	
Market Research + Brand Strategy	
Situation Analysis	Weeks 1 - 2
Research & Planning Audit	Weeks 1 - 2
Communication & Media Audit	Weeks 1 - 2
Community Engagement Website	Weeks 1 - 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey & Brand Barometer	Weeks 4 - 8
Qualitative (Influencer) Perception Study	Weeks 6 - 10
Consumer Awareness + Perception Survey	Weeks 8 - 10
Competitive Positioning Review	Weeks 8 - 10
Situation Brief & Insight Development	Week 11
DNA Definition Development	Weeks 11 - 13
Research & Strategy Presentation	Week 14
<u>Phase II</u>	
Creative	
Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 - 20
Custom Deliverable Development	Weeks 21 - 25
<u>Phase III</u>	
Action & Implementation	
Community Communication & Rollout Guidance	Weeks 26 - 30
Brand Action Ideas	Weeks 26 - 30
Final Report & Presentation	Weeks 31 - 32
Proposed Timeline	32 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 36 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.

Agreement No.



**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: BRIAN RING, CITY ADMINISTRATOR
SCOTT HUBER, CITY ATTORNEY
RE: LETTER TO FEDERAL ENERGY REGULATORY COMMISSION
REGARDING RELICENSING OF OROVILLE DAM – PROJECT NO.
2100
DATE: AUGUST 15, 2023

SUMMARY

The Council will review and provide input on draft letter addressed to the Federal Energy Regulatory Commission (FERC) with regard to the relicensing of the Oroville Dam – Project No. 2100.

DISCUSSION

At the regularly scheduled February 21, 2023 Oroville City Council Meeting, the Council gave direction to staff to draft a letter to FERC with regard to the relicensing of the Oroville Dam – Project No. 2100. In addition, staff were directed to work with Mayor Pittman, Council Member Goodson and Council Member Riggs on the draft.

Staff are returning to the Council with the draft letter.

FISCAL IMPACT:

None

RECOMMENDATION

Direct staff to send the letter as drafted; or provide alternative direction to staff with regard to draft letter.

ATTACHMENTS

Draft Letter to FERC



City of Oroville

OFFICE OF THE MAYOR AND CITY COUNCIL

David W. Pittman
Mayor

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

August 15, 2023

Ms. Kimberly Bose, Secretary
Federal Energy Regulatory Commission
(via electronic filing)

Re: Relicensing of Oroville Dam (FERC Project No. 2100)

Dear Ms. Bose:

In March 2006, the City of Oroville, as well as more than 50 other parties, entered into a settlement agreement relating to the licensing of the Oroville Dam. We write to express our concern and disappointment with the lack of progress related to license issuance. We request FERC's immediate action to move the licensing forward, with a licensing condition upon the successful mutual renegotiation of the financial arrangement outlined by the settlement agreement.

The settlement agreement, in pertinent part, acknowledges the impact of the Oroville Dam on the recreational opportunities that were previously enjoyed by the Oroville residents prior to its construction, and it provides a funding mechanism to mitigate those impacts. It is axiomatic that the parties did not anticipate that the license would remain unissued after 17 years!

The impact of the delay on the greater Oroville area is significant. The 17-year delay has unilaterally modified the settlement agreement from a 50-year agreement to a 67-year agreement by the mere delay in license issuance. Assuming FERC issues a 50-year license, this alone reduces the valuation of the settlement by 34%!

Further, there has been no adjustment to the settlement amount to account for the actual inflation which has occurred since execution of the settlement agreement. According to the Bureau of Labor Statistics consumer price index, the dollar has experienced an average inflation rate of 2.47% per year between 2006 and today, producing a cumulative price increase of 51.34%. This means that today's prices are at least 1.51 times higher than the those in 2006.

When combined, the delay in license issuance and resulting devaluation of the value of the settlement agreement results in a significant reduction of projects that can be funded through the Supplemental Benefits Fund. This cuts against the purpose of the settlement agreement, which is to replace the recreational opportunities that were lost when the Oroville Dam was built.

Ms. Kimberly Bose, Secretary
Federal Energy Regulatory Commission
August 15, 2023
Page 2

As you are likely aware, the initial approval of the Oroville Dam in 1968 included promises for recreational improvements and projects, many of which did not materialize. The settlement agreement was a concerted effort among the parties to pay for, and codify a process to approve, recreational projects in the vicinity of the Oroville Dam. Given the significant delay in issuance of the license, and the attendant delay in SBF funding, the citizens of Oroville feel as this is yet another broken promise.

The Oroville Dam is operational. The Dam is storing water and providing it to the State Water Contractors. The Dam is producing electricity. Those who own and operate the Dam are receiving all of the benefits of the Oroville Dam despite the fact that a license has not been issued. This inequity is patently unfair to the Oroville citizens who are required to suffer all of the impacts of the Dam without any of the negotiated benefits contained in the settlement agreement.

As a result, the City of Oroville requests that FERC issue a 50 year license with a retroactive date to March 2006. This will provide all of the benefits to the Oroville citizens that were agreed upon through the settlement agreement. In addition, the City requests FERC's support of an adjustment of the settlement terms to account for inflation and the delay in issuance.

Thank you for your attention to these important matters. We look forward to your timely anticipated response.

Sincerely,

David W. Pittman
Mayor

cc: Hon. Doug LaMalfa
Hon. James Gallagher
Hon. Brian Dahle
Secretary Wade Crowfoot
Department of Water Resources
State Water Contractors
Feather River Recreation and Park District



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: KAYLA REASTER, ASSISTANT CITY CLERK
BRIAN RING, CITY ADMINISTRATOR**

**RE: COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMITTEES
AND COMMISSIONS**

DATE: AUGUST 15, 2023

SUMMARY

City Council may appoint individuals to the Arts Commission, Parks Commission, Planning Commission, and Citizen’s Oversight Committee.

DISCUSSION

The Oroville Arts Commission currently has two (2) commissioners whose terms are expiring, and they are both seeking reappointment. The Oroville Parks Commission currently has one (1) vacancy. The Planning Commission currently has one (1) vacancy. The Citizens Oversight Committee has four (4) members terms expiring and two (2) vacancies. Two (2) Committee Members on the Citizen’s Oversight Committee are seeking reappointment. Staff recruited for all commissions and committees with open positions and received four (4) applications. All applications received meet the criteria for the recommended appointments.

The following appointments are recommended:

- Arts Commission – David Tamori (Incumbent) and Andee Krantz (Parks Commission Incumbent)
- Parks Commission – Chris Hix
- Planning Commission – Audrey Holt
- Citizen’s Oversight Committee – Mark Grover (Incumbent), JD Holt

FISCAL IMPACT

None

RECOMMENDATION

1. Appoint the following individuals to the Arts Commission with terms expiring June 20, 2027 – David Tamori and Andee Krantz (Representative from the Parks Commission); and
2. Appoint Chris Hix to the Parks commission with a term that expires on June 30, 2028; and

3. Appoint Audrey Holt to the Planning Commission with a term that expires on June 30, 2027; and
4. Appoint the following individuals to the Citizens Oversight Committee with a terms expiring June 30, 2027 – Mark Grover, JD Holt.

ATTACHMENTS

Commission Applications

**OROVILLE CITY COUNCIL
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS
BRIAN RING, CITY ADMINISTRATOR**

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR JULY 2023

DATE: AUGUST 15, 2023

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	24	29	5
Dispatcher	6	8	2
Municipal Law Enforcement	8	17	9
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2023	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
27,293	5:18 minutes	7:02 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks
JULY 2023	36
Year to Date	1,226

Parking Enforcement Citations Issued:

Item i.

JULY 2023	Year to Date 2023	JULY 2022	Year to date 2022
4	56	21	88

Police Activity:

Arrest	JULY 2022	JULY 2023	Year to date 2022	Year to date 2023
Misdemeanor	122	96	707	508
Felony	41	43	287	223

Citations	JULY 2022	JULY 2023	Year to date 2022	Year to date 2023
	84	62	513	299

Uniform Crime Reporting:

Crimes of Violence	JULY 2023	Year to Date JANUARY – DECEMBER
Homicide	0	2
Rape	3	9
Robbery	4	18
Aggravated Assault	3	16

Community Navigator:

Contacts	Services Accepted	Year to date contacts	Year to date services
20	2	20	2

SPCA Statistics: Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	13	80	6.12
Priority	38	223	5.86
At Officer Convenience	20	140	7.00
After Hours	29	216	7.45

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
66	82	21	41	3	1	0

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	9	7	2	0	0	0
Died	5	0	5	0	0	0
Disposal	7	2	3	0	0	2
Euthanasia	39	10	26	0	0	3
RTO	22	22	0	0	0	0
Transfer	0	0	0	0	0	0
Foster	0	0	0	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc

SPCA After-hours call outs:

JULY 2023
29

Shoes for Kids:

Shoes Provided	Socks Provided
0	0 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None