

SUPPLEMENTAL BENEFITS FUND



STEERING COMMITTEE SPECIAL MEETING

Oroville City Hall – Council Chambers
1735 Montgomery Street
Oroville, California 95965

NOVEMBER 30, 2017
4:00 P.M.

AGENDA

*This meeting may be broadcast remotely via audio and/or video conference at the following addresses:
Cota Cole, LLP, 2261 Lava Ridge Ct, Roseville, CA 95661 (916) 780-9009*

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Committee Members (voting):

Chairperson Don Noble; FRRPD -- Vice Chairperson Scott Thomson; City of Oroville -- Victoria Smith; FRRPD -- Linda Dahlmeier, City of Oroville -- Linda Draper; City of Oroville

Advisory Members (non-voting):

Committee Members DWR – Kevin Dossey; SWC – Tim Haines; Chamber of Commerce – Kevin Zeitler; American Rivers – Steve Rother; American Rivers Alternate – Dave Steindorf

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF Steering Committee on a matter that is on the agenda. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation, or ask questions, regarding the agenda item. Following your remarks, the Committee and/or staff may respond to your comments or questions. *Under Government Code section 59454.3 the time allotted for presentations may be limited.* **Presentations and/or comments are limited to three minutes per person.**

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF THE OCTOBER 4, 2017 REGULAR QUARTERLY MEETING** – minutes attached

Committee Action Requested: **APPROVE THE MINUTES**

REGULAR BUSINESS

2. **REQUEST FROM ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR \$34,000.00 REPRESENTING CONTRACT OVER-RUNS RELATED TO THE PREPERATION OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN (CONTINUED FROM THE OCTOBER 4, 2017 MEETING)** – staff report, Dawn Nevers, Assistant Planner

Committee Action Requested: **(1) APPROVE THE REQUEST AS PRESENTED; OR (2) APPROVE THE DIFFERENCE BETWEEN THE ORIGINAL CONTRACT AND THE MAXIMUM AMOUNT OFFERED IN THE RFP FOR THE FRCMP; OR (3) DENY THE REQUEST; OR (4) PROVIDE DIRECTION**

3. **THE COMMITTEE MAY CONSIDER DISCUSSING THE TITLE AND A NEW SUBTITLE FOR THE RECENTLY ACCEPTED FEATHER RIVER CONSOLIDATED MASTER PLAN.** – Staff Report, Bob Marciniak, SBF Program Specialist

Committee Action Requested: **(1) CONSIDER SELECTING A REVISED TITLE/SUBTITLE; (OR) PROVIDE DIRECTION**

4. **DISCUSSION REGARDING SBF AVAILABLE FUNDS** – Staff Report, Bob Marciniak, SBF Program Specialist

Committee Action Requested: **(1) RECEIVE THE INFORMATION AND PROVIDE DIRECTION**

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS – None

CORRESPONDENCE – Oroville Area Chamber of Commerce

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF Steering Committee on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The SBF Steering Committee is prohibited from taking action except for a brief response by the Committee or staff to a statement or question relating to a non-agenda item.

SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF Staff for the January 17, 2018 Regular Quarterly Meeting of the SBF Steering Committee.

ADJOURNMENT

The meeting will be adjourned. The next regular quarterly meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, January 18, 2018, at 5:30 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.



Consent Items

SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE



OCTOBER 4, 2017 – REGULAR QUARTERLY MEETING

Note: the following minutes provide a succinct recap of actions taken at the meeting. A complete recorded transcript is available by contacting the SBF Program Specialist at (530) 538-2518. There was not a broadcast remotely via audio and/or video conference to Cota Cole, LLP, 2261 Lava Ridge Ct. Roseville, CA 95661 (916) 780-9009.

The agenda for the October 4, 2017, Regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee was posted at the front of City Hall and electronically on the City of Oroville website, www.cityoforoville.org on Wednesday, September 28, 2017 at 4:43 P.M.

The October 4, 2017, Supplemental Benefits Fund Steering Committee Meeting was called to order by Chairperson Don Noble at 5:32 P.M.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Master's Isaac and Ben Thomson.

ROLL CALL

Present: Voting Committee Members: Chairperson Don Noble, FRRPD; Committee Members Victoria Smith, FRRPD; Linda Dahlmeier, City of Oroville, Scott Thomson and Linda Draper, City of Oroville.

Absent Voting Committee Members: None

Advisory Committee Members (non-voting): Kevin Dossey replaced by Eric See, Department Water Resources;; Kevin Zeitler replaced by Sandy Linville, Oroville Area Chamber of Commerce; Dave Steindorf (Alternate) American Rivers

Absent Advisory Committee Members (non-voting): Steve Rotherth – American Rivers; Dave Steindorf (Alternate) American Rivers; Tim Haines, State Water Contractors

Others Present:

Don Rust, Acting SBF Fund Administrator
Bob Marciniak, SBF Program Specialist
Jamie Hayes, Recording Clerk
Dave Ritchie, Legal Counsel (Cota, Cole & Huber LLP)

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

- Tony Catalano & Richard Silvera, #4
- Sandy Linville, #4
- Chris Tellis, #4
- Barry Nelson, #4

CONSENT CALENDAR –

1. **APPROVAL OF THE MINUTES OF THE JULY 5, 2017 REGULAR QUARTERLY MEETING – minutes attached**

Committee Action Requested: **APPROVE THE MINUTES**

2. **REIMBURSEMENT FROM THE SUPPLEMENTAL BENEFITS FUND TO THE CITY OF OROVILLE FOR ADMINISTRATIVE EXPENSES – staff report, Bob Marciniak SBF Program Specialist**

The Committee may consider a request for reimbursement to the City of Oroville, in the amount of \$2,488.38 for the June 16, 2017 to June 30, 2017 to close out the fiscal year, for SBF Administrative expenses.

Committee Action Requested: **AUTHORIZE THE SBF FUND ADMINISTRATOR TO SIGN INVOICE TRANSMITTAL NO. AE2017-4 FOR SBF REIMBURSEMENT IN THE AMOUNT OF \$2,488.38 RELATING TO SBF ADMINISTRATIVE EXPENSES.**

3. **REIMBURSEMENT FROM THE SUPPLEMENTAL BENEFITS FUND TO THE CITY OF OROVILLE FOR ADMINISTRATIVE EXPENSES – staff report, Bob Marciniak SBF Program Specialist**

The Committee may consider a request for reimbursement to the City of Oroville, in the amount of \$9,480.16 for July and August 2017, for SBF Administrative expenses.

Committee Action Requested: **AUTHORIZE THE SBF FUND ADMINISTRATOR TO SIGN INVOICE TRANSMITTAL NO. AE2017-5 FOR SBF**

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REIMBURSEMENT IN THE AMOUNT OF \$9,480.16 RELATING TO SBF ADMINISTRATIVE EXPENSES.

Hearing no discussion, a motion to approve items 1, 2 and 3 of the Consent Calendar was made by Committee Member Smith and seconded by Committee Member Dahlmeier.

The motion was passed by the following vote:

Ayes: Committee Members, Smith, Draper, Dahlmeier, Vice Chairperson Thomson and Chairperson Noble.
Noes: None
Abstain: None
Absent: None

UPDATES

The SBF Program Specialist provided the following updates.

- **UPDATE:** The **Feather River Consolidated Master Plan (FRCMP)** ad Hoc Committee met with Greg Melton representing the ESA consultant group on Wednesday, September 6, 2017 to review, discuss and provide direction regarding comments made for the final draft. The allocation to ESA in the amount of \$68,950.00 with \$2,748.53 available/expired on September 15, 2017. ESA will be presenting the final draft report at tonight's meeting.
- **UPDATE:** **FRRPD grant for environmental study for portions of the Brad Freeman Trail** \$20,000/matures April 6, 2018. (\$3,035.64 remains available. (Chairperson Noble asked for a clarification on what was needed to be completed; Greg Melton, MDG advised that in essence the report has been completed.
- **UPDATE:** **Veterans Memorial Park for all of Butte County** grant for \$112,000 remains outstanding. Work is completed and the grant and we are expecting the final report and a request for reimbursement by October 16, 2017.
- **UPDATE:** The Event Coordinator, Upstate Community Enhancement Foundation, completed one event, the 23rd Annual Salmon Festival which was held on Saturday, September 23, 2017. A complete report for all events will be presented at the January 17, 2018 SBF Steering Committee Meeting.

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REGULAR BUSINESS

PRESENTATION OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN (FRCMP) BY THE CONSULTANT, ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) – staff report, Bob Marciniak SBF Program Specialist

The Committee will receive a presentation of the final draft of the FRCMP.

Committee Action Requested: **(1) ACCEPT THE FINAL DRAFT AS PRESENTED; OR (2) PROVIDE DIRECTION**

Eric Ginney (ESA) and Greg Melton (MDG) presented information about the FRCMP and used "reach 2" as an example of how the plan could be read. Mr. Melton discussed each of the aspects of reach 2, access to the river, constraints priorities and opportunities. Mr. Melton also presented a high-level view of the how all the reaches connect. Mr. Ginney stated that the plan still needs to be operationalized to allow for future updates and changes. Members of the committee were complimentary about the esthetics of the plan and the final draft.

Public comment:

1. Tony Catalano and Richard Silvera, provided information about various potential partnerships for the Feather River Center and the Oroville Community Sailing Center for new programs and facilities at the North Forebay Recreation Area. They asked that the concepts be included in the FRCMP. (copies of information provided is attached to these minutes)
2. Sandy Linville, Oroville Area Chamber of Commerce provided a "white paper" titled "Feather River Floodwater Attenuation Site at the Oroville Wildlife Area" and how improvements could be made by utilizing the tailing materials that had been left behind during the gold rush era in the reconstruction of the spillway. She encouraged the committee to be proactive in future improvements at the Oroville Wildlife Area. (copies of information provided is attached to these minutes)
3. Barry Nelson (Golden Gate Salmon Association), provided information about "the New Voice of Salmon" and how retrofitting the Thermalito Afterbay on the Feather River is a key to restoring California's Salmon Fishery. He also provided copies of correspondence to DWR's William Croyle and Grant Davis. (copies of information provided attached is attached to these minutes)
4. Chris Tellis, major property owner of property on and along the Feather River below the Feather River Fish Hatchery and across from the Historic Downtown complimented the Steering Committees commitment to pursuing the FRCMP and the importance of the plan in the formation and protection of the Feather River. Councilmember Dahlmeier

After discussion, a motion to accept the Final Draft, with pending edits and an addition to the sub-title was made by Committee Member Draper and seconded by Committee Member Dahlmeier.

The motion was passed by the following vote:

Ayes: Committee Members, Smith, Draper, Dahlmeier, Vice Chairperson Thomson and Chairperson Noble.
Noes: None
Abstain: None
Absent: None

5. REQUEST FROM ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR \$34,000.00 REPRESENTING CONTRACT OVER-RUNS RELATED TO THE PREPARATION OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN – staff report, Bob Marciniak SBF Program Specialist

Committee Action Requested: **(1) CONSIDER THE REQUEST AS PRESENTED; (2) DENY THE REQUEST; OR (3) PROVIDE DIRECTION.**

After discussion, a motion to direct staff to meet with ESA to discuss the invoice and work out a reasonable solution was made by Committee Member Draper and seconded by Committee Member Dahlmeier

The motion was passed by the following vote:

Ayes: Committee Members, Smith, Draper, Dahlmeier, Vice Chairperson Thomson and Chairperson Noble.
Noes: None
Abstain: None
Absent: None

Staff was directed to meet with ESA to discuss and further document the contract overrides and to bring the item back to the Steering Committee at a special meeting (date to be determined).

6. DISCUSSION REGARDING SBF AVAILABLE FUNDS – Staff Report, Bob Marciniak, SBF Program Specialist

Committee Action Requested: **(1) RECEIVE THE INFORMATION AND PROVIDE DIRECTION**

Bob Marciniak, Program Specialist, provided information from the Regional Fund Strategic Plan which recommends the following six categories for annual funding:

- Chamber of Commerce/Marketing the Oroville Region
- Administration
- Marketing/Community Benefit Fund
- Projects Fund
- Revolving Loan Fund
- Reserve Fund

After discussion, the committee requested additional time to review the various categories and options and directed staff to bring the item back to the Steering Committee at a special meeting (date to be determined) for further discussion and possible action.

STEERING COMMITTEE ADVISORY MEMBERS AND STAFF COMMENTS

7. DWR ADVISOR REPORT (Eric See)

Mr. See announced that for the foreseeable future he would be the DWR advisor as Kevin Dossey had been temporarily reassigned to the Spillway Recovery Group. Mr. See provided information about the progress of the spillway restoration and the FERC approval to extend the boat ramp at Foreman Creek which when completed will provide an alternative area for boaters.

8. SWC ADVISOR REPORT (Tim Haines)

Mr. Haines did not attend the meeting.

9. SBF PROGRAM SPECIALIST REPORT (Bob Marciniak)

Written report attached. Mr. Marciniak also provided the committee with a copy of his retirement notification letter to the City of Oroville to be effective, Thursday, December 28, 2017. Chairperson Noble recommended that the City provide ample time for training a replacement. Don Rust indicated that he is working on that and that there would be an orderly transition.

CORRESPONDENCE

- None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the SBF Chairperson will invite anyone in the audience wishing to address the SBF on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. Presentations are limited to three minutes. Under Government Code section 54954.2, the SBF Steering Committee is prohibited from taking action except for a brief response by the SBF Steering Committee or staff to a statement or question relating to a non-agenda item.

- PJ Shepherd spoke briefly about the completion of the current phase of the Veterans' Memorial Park and the need to complete the missing portion of the Brad Freeman Trail that is directly below the park.

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SBF CHAIRPERSON CALL FOR AGENDA ITEMS

The SBF Chairperson will request agenda items from the Steering Committee, SBF Advisors, and SBF staff for the January 17, 2018, Regular Quarterly Meeting of the SBF. There were no requests.

ADJOURNMENT

The meeting was adjourned at 8:15 P.M.

The next regular Quarterly Meeting of the Supplemental Benefits Fund Steering Committee will be held on Wednesday, January 17, 2018 starting at 5:30 P.M. in the Council Chambers of the City of Oroville.

Don Noble, SBF Chairperson



Regular Business

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: DAWN NEVERS, ASSISTANT PLANNER
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: REQUEST FROM ENVIRONMENTAL SCIENCE ASSOCIATES
(ESA) FOR ADDITIONAL COMPENSATION RELATED TO THE
COMPLETION OF THE FEATHER RIVER CONSOLIDATED
MASTER PLAN (CONTINUED FROM 10/05/2017)**

DATE: NOVEMBER 30, 2017

SUMMARY

The Committee may consider a revised request from Environmental Science Associates (ESA) regarding additional compensation related to the completion of the Feather River Consolidated Master Plan (FRCMP).

DISCUSSION

ESA has requested consideration for additional payment of \$19,892.43 (27.4%) to the agreement/contract No.3145 approved on September 15, 2015 and extended on September 15, 2016 in the amount of \$68,950.00.

ESA previously requested an additional payment of \$31,342.26 (45.5%), however they have revised their request following discussion at the October 4, 2017 SBF Steering Committee Meeting. Steering Committee discussion included possibly reducing the amount requested by 50% or raising the contract agreement amount to \$75,000 which was the maximum amount stated in RFP for the FRCMP.

Previous discussion also included terms of contract No. 3145, specifically item (3) Compensation and item (5) Extra Work.

FISCAL IMPACT

To date \$68,950.00 of the approved allocation of \$68,950.00 has been paid to ESA. (SBF 5081)

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RECOMMENDATION

Receive the request and:

- (1) Approve the revised request of \$19,892.43 (27.4%) over the original contract amount.
- (2) Consider providing an additional amount of \$6,050 (0.88%) which represents the difference between the contract amount and the maximum amount offered in the RFP for the FRCMP.
- (3) Deny the request, (or)
- (4) Provide direction

ATTACHMENTS

1. Approved Contract/Agreement No. 3145
2. Staff Report ESA request for additional compensation 10/04/2017
3. Letter dated November 20, 2017 (ESA)
 - (a) Summary of cost breakdown
 - (b) ESA invoice No. 130986A

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SBF/Feather River Consolidated Master Plan

**ESA/Environmental Science Associates
Agreement # 3145**

Activity	Date	Amount	For ...	Sub/Melton in Amt total
Approval	9/15/2015	68,950.00	(Agreement)	
Draw #1	1/11/2016	-8,697.96	Meetings in Oroville/research	0.00
Draw #2	2/24/2016	-1,383.75	Research/plan development	0.00
Draw #3	4/20/2016	-1,845.00	Attend SBF meeting/plan development	0.00
Draw #4	5/18/2016	-5,573.75	Research/plan development	5,573.75
Draw #4	6/6/2016	-1,912.31	Research/plan development	0.00
Draw #5	8/1/2016	-4,656.86	Plan plotting/emails/tele conf	4,656.86
Draw #6	10/4/2016	-1,896.25	Emails/tele conf/develop action items	0.00
Draw #7	11/21/2016	-5,053.59	Develop action items/telcon with Don & Bob/meetings	5,053.59
Draw #8	12/30/2016	-3,792.50	Emails/stakeholder/draft plan components/coord with NPS	0.00
Draw #9	1/12/2017	-6,631.90	Workplan/travel to Oroville/meetings	5,914.40
Draw #10	2/28/2017	-2,921.25	Stakeholders meeting in Oroville/agendas, coord with NPS	0.00
Draw #11	3/1/2017	-2,299.36	7/25/2017 Meetings/research/plan development	1,152.70
Draw #12	4/10/2017	-4,732.74	7/25/2017 Meetings/research/plan development	0.00
Draw #13	5/23/2017	-14,804.25	7/25/2017 Meetings/research/plan development	1,400.00 LEC/LLC
Draw #14	10/4/2017	-2,749.53	Meetings/research/plan development	
adjustment		1.00		
			(to date)	
		<u>-68,950.00</u>	ESA 45,198.70	
		68,950.00	Melton 23,751.30	
Available:		0.00	Total paid: 68,950.00	



Regular Business Item #2

Attachment #1

Approved Contract/Agreement No. 3145

AGREEMENT FOR PROFESSIONAL SERVICES

OROVILLE FEATHER RIVER CONSOLIDATED MASTER PLAN (FRMP)

This Agreement is made and entered into as of **September 15, 2015**, by and between the **City of Oroville**, a municipal corporation as **Administrator of the Supplemental Benefits Fund** ("City") and **ESA (Environmental Science Associates)** ("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to complete services as specified in the Request for Proposals for the City of Oroville 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.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the scope of services described in Exhibit - A, which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all work tasks identified in the Scope of Work are completed as agreed upon by June 1, 2016.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit - A, which is attached hereto

and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of sixty eight thousand nine hundred and fifty dollars (\$68,950) 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 deficiencies were known to the Agency at the time of payment.

4. Method of Payment.

Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after City receives the detailed invoice.

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 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 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.

8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing 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.

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 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. 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 three (3) years, or for any longer period required by law, from the date of final payment to Consultant for work completed under this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or

completion of 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, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it's practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or

indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

15. Licenses. Consultant represents and warrants to 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.
- The consultant is required to obtain a City of Oroville business license.**
16. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from, and to the extent caused by, its negligent act, error or omission, or willful misconduct in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit - B attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Donald Rust, Acting City Administrator**
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant: **Eric Ginney, Project Director**
ESA
2600 Capitol Avenue, Suite 200
Sacramento, CA 95816

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

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's 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.
26. 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.

27. 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.
28. 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.
29. 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.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE


By: 
Linda L. Dahlmeier, Mayor

CONSULTANT

By: 
Ann Borgonovo, P.E. (ESA)

Business License No. 10002089

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

ATTEST:

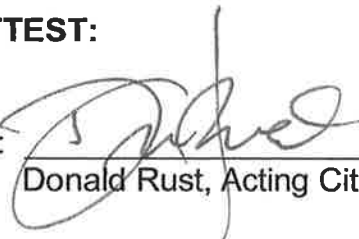
By: 
Donald Rust, Acting City Clerk

Exhibit A – Scope of work

- Project Approach
- Project Schedule
- Fee Schedule

Exhibit B – Insurance Requirements

Exhibit A - Scope of Work

Project Approach

Task 1: Project Initiation

ESA Team proposes to initiate work with a kickoff meeting between the project team, the SBF Committee, the City, and relevant agency staff, to review the proposed approach and scope of work and determine what modifications to the work plan and schedule, if any, are necessary, and to clarify the desired parameters of the **Feather River Consolidated Master Plan**. During this meeting, we will also address all the Background Information and review the content of our initial Opportunities and Constraints Analysis.

This effort includes three main components: (Task 1.1) a review of existing information, (Task 1.2) a reconnaissance-level site visit, and (Task 1.3) an opportunities and constraints analysis.

Additionally, we will address/confirm:

1. Intended uses of the Feather River Consolidated Master Plan.
2. Desired level of planning and CEQA.
3. A list of regulatory constraints and identify all environmental impacts and some potential mitigations.

We will prepare a CEQA Initial Study Checklist that identifies the most likely compliance strategy which will identify all the potential environmental impacts. We would like to initiate a conversation that addresses what is and isn't "on the table" in the plan. For instance, *are there activities and proposed projects in our lists that the SBF Committee would like to emphasize in the next 15-20 years? Are there historic choices the SBF Committee would like to steer away from?* The proposed composite graphic will identify and prioritize these "potential developments" identifying: (1) Existing Conditions in FRMP identified area; (2) Planned development and its timetable; and (3) Potential development and opportunities.

The Opportunity and Constraints analysis will utilize the Initial Study checklist, and also clearly frame the existing and planned *Water-Related and Land Based amenities and improvements*. Like the composite graphic this framework plan will identify elements that present conflicts or opportunities.

Task 1.1 Review Background Information. We will review a range of documents that describe local and regional plans and planning efforts as well as the existing conditions of the natural (e.g. hydrologic, geomorphic, ecological) and built (e.g. demographics, economic, cultural) environments along and within the Feather River corridor. We will use information from this task to prepare a CEQA Initial Study Checklist and inform the reconnaissance-level site visit described in Task 1.2, and incorporate it into the Opportunities and Constraints Analysis described in Task 1.3.

- a) **Management Plans, Aesthetics, Land Use, and Recreation.** We will review existing and current local and regional plans and planning efforts to promote consistency across planning documents. From these documents, we will compile relevant information for the River Plan, including goals, objectives, and desired outcomes of the various plans, and a list of applicable regulatory and policy considerations outside of the typical CEQA and federal/state/local permitting processes.

- b) Biological Resources: We will review relevant reports, studies, and other available information, as appropriate, to characterize and better understand the biological resources of the Feather River.
 - c) Cultural Resources: We will conduct an archival and records research within a ¼-mile radius of the project area.
 - d) Hydrology /Geomorphology: We will review existing information describing hydrology and geomorphology of the project reach, including relevant reports from DWR and partner agencies, USGS Open File reports, historic aerial photographs, and studies. Our previous Feather River channel and floodplain restoration work for DWR will be leveraged into this task area.
- Deliverables: Completed CEQA Check List and graphics of data needs.

Task 1.2 Area Reconnaissance. We will perform a one-day field reconnaissance of the river planning area (North Forebay to Afterbay Outlet) to help summarize baseline site information, describe the river corridor's environmental, visual, and social character, and identify potential opportunities and constraints for environmental and recreational enhancement, redevelopment, and other Plan priorities. We will identify which reaches could be more suitable for ecological enhancement, development, active recreation, passive recreation, and other uses. We will gather information on the existing biological setting, and pay particular attention to existing resource characteristics and land use opportunities/constraints, which are important to address in recognizing the value of the Feather River landscape as a wildlife corridor and a recreational amenity.

Task 1.3 Opportunities and Constraints Analysis. ESA will incorporate the results of the information review in Task 1.1 and the field assessment of Task 1.2 into an analysis that describes opportunities and constraints by river reach. This analysis and composite plan will use environmental data to support the development of feasible project alternatives, as well as provide a foundation document for incorporation into any future CEQA analysis. Conducting an Opportunities and Constraints analysis early in the planning process simplifies the future task of environmental review.

We will utilize GIS to map a relevant suite of environmental, recreational and social attributes, proposed and existing building footprints, and infrastructure. We will use existing information and new geospatial analyses to assign each river reach an appropriate level and intensity of use, ranging from primitive to developed, and identify reach-specific opportunities and constraints for recreation, environmental protection, new development, and redevelopment. This analysis will allow the Master Plan to describe each reach's unique character from resource- and use-oriented perspectives.

Deliverables:

- The kick-off meeting will result in a final scope, budget, and schedule. Held on the same day as the kick-off, a brief visit to each of the five river reaches will be completed.
- Technical Memorandum: Project Setting – Base Map, Opportunities and Constraints Analysis, and GIS-mapping, as appropriate
- Regulatory constraints and environmental impacts
- Existing and proposed Conditions with development timeline
- Water-related and Land based amenities and improvement plan

Task 2: Project Schedule: Meetings, Public Outreach, Presentations and Task Review

- a) **Develop project schedule and define task-related goals and objectives for the master planning process.** This task will provide us with an opportunity to discuss the SBF Committee's desired timeframe for Master Plan development, including appropriate milestones for deliverable review and revision.
- b) **Identify the Community's Highest and Most-Relevant Priorities.** As previously discussed there have been years of public input, workshops, and plans that we will build upon. ESA and MDG have been involved in many of these previous efforts and we look forward to engaging the community as a collaborator and facilitator in *Feather River Consolidated Master Plan* development. Feedback from these efforts will help broaden the possible suite of projects to be considered in the Consolidated Master Plan, identify opportunities and constraints that could have been missed during earlier project phases, and give the community a sense of ownership over the document and its implementation.
- c) **Framework for public outreach and partner involvement.** The ESA Team will approach public engagement in a variety of ways, especially if the SBF Committee has access to other sources of support (e.g., NPS support). This may include both straightforward presentations to Committees and Boards, as well as more-interactive "person to person" workshops. The scope and magnitude of this effort will be limited by available budget, and determined via work in parts a and b of this task. We will use the City of Oroville website as our base of information for users to tap regularly for updates, reports and meeting times. We will send all information to the City of Oroville, and City staff will be responsible for posting the information.

Deliverables: Project task layout and schedule; resolved public outreach approach/scope; defined list of community priorities.

Task 3: Develop the Draft Feather River Consolidated Master Plan – "THE UMBRELLA"

After describing the opportunities and constraints by reach, we would initiate development of the Draft Feather River Consolidated Master Plan by assigning appropriate locations along the River for each of the previously identified/proposed projects as well as new projects identified through the opportunities and constraints analysis. We will identify the most viable locations for the projects within the context of the five reaches and the FERC-mandated in-river PM&Es. This Draft *Feather River Consolidated Master Plan* FRMP will help communicate a vision for each river reach providing a UMBRELLA STRATEGY for the Feather River as a whole. The ESA proposal includes a draft Table of Contents (TOC) for the Plan. Based on that draft TOC, we expect to decide upon the ultimate content/format of the document in consultation with the SBF Committee.

An important aspect of the FRMP is facilitating mutually beneficial relationships between projects, partner agencies, and private development, and this will be incorporated into the document. This portion of the document will outline potential relationships and explain their benefits in terms of outcomes, cost savings, and self-mitigation. We will describe each project within the dual contexts of: (1) achieving Master Plan goals and objectives; and (2) consistency with previously identified opportunities and constraints.

Where appropriate, we will identify alternatives for river reaches or sub-reaches that consider different management emphases and/or implementation costs. Master Plan exhibits will include color renderings to identify river reach areas, project locations, characteristics and beneficial project/agency relationships. The descriptions of project improvements

will be limited to a general description, project area footprint and simple renderings of the opportunity. To the extent budget permits, the ESA team will prepare a description of preliminary cost projections and potential funding sources that would help the SBF Committee develop a long-term strategy for prioritizing and implementing the improvements discussed in the plan. The cost projection memorandum would include information on new revenue-making opportunities (tourism, power production, etc.), potential grants for resource enhancement activities, public access and ADA compliance work, and future funding opportunities. To the extent budget provides, the ESA Team will prepare an economic analysis of the projects proposed within the Feather River Consolidated Master Plan to help the SBF Committee identify their relative costs and benefits. The final section of the Master Plan will summarize projects that work well together, generating reach-wide benefits that are more than the sum of their individual parts. It will propose a basic phasing schedule, identifying priority "critical path" projects that make it easier to implement subsequent projects. This section will also provide a list of potential funding options for different project phases.

We will compile an electronic version of the Draft *Feather River Consolidated Master Plan* and transmit it to City staff as the SBF Administrator. The budget for this task includes time for one meeting with staff to discuss the Draft *Feather River Consolidated Master Plan*, as well as time to prepare and present the draft *Feather River Consolidated Master Plan* to the public and SBF Committee at a single public meeting. We will review the comments documented through the Draft *Feather River Consolidated Master Plan* review process, and revise the document, as appropriate, to produce the Final *Feather River Consolidated Master Plan*.

Deliverables: Draft Feather River Consolidated Master Plans; one meeting with staff, and one public presentation at an SBF Committee meeting.

Task 4: Final Consolidated Master Plan

The development of the final Plan is a process of refinement, verification and completion. The ESA Team will work to develop final graphics, verify information and finalize all the comments and input from the City review process. We assume it will take the City (as administrator) two weeks to compile the comments from the SBF Committee for transmittal to the ESA team, and that it will take the ESA Team three weeks to produce the Final *Feather River Consolidated Master Plan*. ESA will provide digital and hard copies of the final document and will meet with SBF Steering Committee to walk them through the document identifying how the Plan will be used and implemented.

Deliverables:

- Final Feather River Consolidated Master Plans, one meeting with staff, and one public presentation at an SBF Committee meeting. Product Delivery.
- Eight bound / Eight un-bound / 3 digital copies of the Oroville Feather River Consolidated Master Plan.

Project Schedule

Project schedule assumes a fully-executed contract is completed by September 4, 2015. Schedule may be modified as per work in Tasks 1 and 2.

Task	Proposed Date of Completion
Task 1: Project Initiation	---
<u>Task 1.1</u> <u>Review Background Information</u>	<ul style="list-style-type: none"> • <u>October 9</u> (draft to SBF; 4 week review/comment period)
<u>Task 1.2</u> <u>Area Reconnaissance</u>	<ul style="list-style-type: none"> • Completed during the <u>week of October 12</u>
<u>Task 1.3</u> <u>Opportunities and Constraints Analysis</u>	<ul style="list-style-type: none"> • <u>November 15</u> (draft to SBF; 4 week review/comment period)
Task 2: Project Schedule: Meetings, Public Outreach, Presentations and Task Review	<ul style="list-style-type: none"> • Refined Project Task Schedule and Public Outreach Approach: <u>7 days from completion of Task 1.2 (approx. October 16)</u> • Public outreach efforts (e.g., presentations & meetings) will be ongoing until completion of Task 3
Task 3: Develop the Draft Feather River Consolidated Master Plan – “THE UMBRELLA”	<ul style="list-style-type: none"> • <u>February 19</u> (draft to SBF; 6 week review/comment period)
Task 4: Final Consolidated Master Plan	<ul style="list-style-type: none"> • <u>April 29</u> (assume 3 weeks for ESA team to respond to comments on draft Plan)

Fee Schedule

Table 1: Hourly Rates for Key Staff

Employee	Role	Hourly Billing Rate
Eric Ginney	Project Director	\$205
Greg Melton	Principal Landscape Architect	\$125
Shawn Rohrbacker	Landscape Architect	\$95
Eric Zigas	Strategic Advisor	\$205
Steven Spickard	Recreation Economist	\$175
	Support Staff (ESA)	\$75
	Support Staff (MDG)	\$65

Table 2: Printing/Reproduction Rates

Item Rate/page	Item Rate/page
8 1/2 x 11 b/w \$0.05	8 1/2 x 11 b/w \$0.05
11 x 17 b/w \$0.10	11 x 17 b/w \$0.10
8 1/2 x 11 color \$1.00	8 1/2 x 11 color \$1.00
11 x 17 color \$1.50	11 x 17 color \$1.50
Covers \$0.50	Covers \$0.50
Binding \$1.00	Binding \$1.00
HP Plotter \$25.00	HP Plotter \$25.00
CD \$10.00	CD \$10.00
Digital Photography \$20.00 (up to 50 images)	Digital Photography \$20.00 (up to 50 images)

Exhibit B – Insurance Requirements

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A. MINIMUM SCOPE OF INSURANCE:

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE:

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

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS:

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

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS:

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

1. General Liability and Automobile Liability Coverage.

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

E. ACCEPTABILITY OF INSURERS:

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

F. VERIFICATION OF COVERAGE:

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

G. SUBCONTRACTORS:

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

CITY OF OROVILLE
RESOLUTION NO. 8426

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND ENVIRONMENTAL SCIENCE ASSOCIATES, IN THE AMOUNT OF \$68,950, FOR THE PREPARATION OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN

(Agreement No. 3145)

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Environmental Science Associates in the amount of \$68,950.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on September 15, 2015, by the following vote:

AYES: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

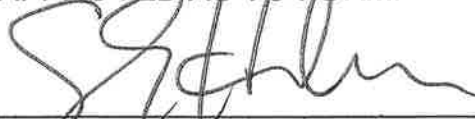
ABSTAIN: None

ABSENT: None



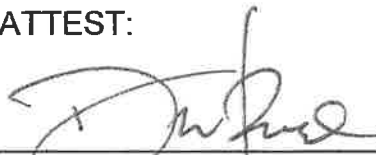
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Donald Rust, Acting City Clerk

2-24

AMENDMENT TO AGREEMENT NO. 3145 BETWEEN THE CITY OF OROVILLE AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR THE OROVILLE FEATHER RIVER CONSOLIDATED MASTER PLAN (PROJECT)

This First Amendment dated July 6, 2016 is to Agreement No. 3145 between the City of Oroville ("City") and ESA ("Grantee").

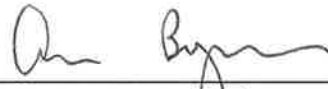
In consideration of the terms and conditions herein, the City and ESA agree that Agreement No. 3145 shall be amended as follows:

1. Section 2 of the Agreement shall be amended to read: The term of this Agreement will begin on September 15, 2015, and shall terminate on September 15, 2017 or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.
2. Conflicts between the Agreement, and this First Amendment shall be controlled by this First Amendment. All other provisions within Agreement No. 3145 shall remain in full force and effect.

CITY OF OROVILLE

By: 
Linda L. Dahlmeier, Mayor

ESA/CONSULTANT

By: 
Ann Borgonovo, P.E. (ESA)

Business License No. 10002089

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

ATTEST:

By: 
Donald Rust, Acting City Clerk

CITY OF OROVILLE
RESOLUTION NO. 8481

FILED AS A TRUE COPY
OF R-8481
04.18.2016
DATE CERTIFIED
[Signature]
CITY CLERK, CITY OF OROVILLE

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR, OR THE VICE MAYOR, TO SIGN SUPPLEMENTAL BENEFITS FUND AGREEMENTS ON BEHALF OF THE FUND ADMINISTRATOR

NOW THEREFORE, BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor or Vice Mayor, acting on behalf of the City of Oroville who is the designated Fund Administrator of the Supplemental Benefits Fund, is hereby authorized and directed to execute agreements for projects approved by the Supplemental Benefits Funds.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on April 5, 2016, by the following vote:

AYES: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

[Signature]
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

[Signature]
Scott E. Huber, City Attorney

ATTEST:

[Signature]
Donald Rust, Acting City Clerk

ESA
2-26



Regular Business Item #2

Attachment #2

10/04/2017 Staff Report & 09/27/2017 Letter from ESA

**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: REQUEST FROM ENVIRONMENTAL SCIENCE ASSOCIATES
FOR ADDITIONAL COMPENSATION RELATED TO THE
COMPLETION OF THE FEATHER RIVER CONSOLIDATED
MASTER PLAN**

DATE: OCTOBER 4, 2017

SUMMARY

The Committee will consider a request from Environmental Science Associates (ESA) regarding additional compensation related to the completion of the Feather River Consolidated Master Plan (FRCMP).

DISCUSSION

ESA has requested consideration for an additional \$34,000.00 to the agreement/contract approved on September 15, 2015 and extended on September 15, 2016 in the amount of \$68,950.00.

It was anticipated that the FRCMP would be completed within the twelve months of the original contract. Shortly after contract approval the SBF was encouraged to apply for a grant from the National Park Service (NPS) under the Rivers, Trails, and Conversation Assistance (RTCA) program with the intention that NPS would be of assistance to ESA in the research, stakeholder engagement and preparation of the FRCMP. On October 30, 2015, we were notified that the technical assistance grant had been approved. ESA was notified that this valuable resource was now available and on November 12, 2015 the official kick-off meeting of the project occurred in Oroville with ESA, NPS and the SBF FRCMP Ad hoc Committee.

On June 15, 2016, after an FRCMP Ad hoc Committee meeting a letter was sent to the consultant group, their sub, and NPS from the SBF Fund Administrator to clarify both the project and communication channels.

During 2016 ESA continued research and development of the baseline plan with the "reach" concept presented to the SBF FRCMP Ad hoc Committee. ESA continued to submit invoices for research and development. Shortly prior to the expiration of the contract ESA requested a one year extension to the contract/agreement which was approved. When the extension was approved

J-27

ESA had billed, and been paid \$31,019.47 (44.5%) of the total contract/agreement. At the same time the SBF applied for an extension to the NPS RTCA grant and received approval from NPS on October 24, 2016.

ESA continued to draw against the approved contract/agreement and the SBF Steering Committee approved an allocation not to exceed \$10,000.00 to provide City staff (Planning and GIS) to assist ESA in completing the FRCMP by December 31, 2016. That goal was not met and ESA work product was not provided.

Shortly after the Oroville Dam Spillway incident (February 2017) ESA contacted the SBF Program Specialist seeking direction. ESA was advised that it was business as usual and they should continue working on the FRCMP. On March 7, 2017, ESA provided a series of meeting dates and deliverables regarding the draft documents.

Deliverable dates were revised and on June 2, 2017, a draft of the FRCMP was received. On July 20, 2017, a meeting with ESA and the City team was held to further clarify changes to the draft. A follow-up meeting with the SBF FRCMP Ad hoc Committee was held on September 6, 2017, to finalize changes to the draft in preparation for the delivery and presentation to the entire SBF Steering Committee on October 4, 2017. Prior to that meeting ESA requested to meet with the City team to clarify the presentation to the SBF Steering Committee.

FISCAL IMPACT

To date \$66,201.47 of the approved allocation of \$68,950.00 has been expended with \$2,748.53 remaining available. (SBF 5081)

RECOMMENDATION

Receive the request and (1) consider the request as presented; (2) deny the request; or (3) provide direction

ATTACHMENTS

1. Letter dated September 27, 2017 (ESA)
 - (a) Summary of contracted delivery dates and un-scoped additional deliverables
 - (b) Invoice # 130986 (ESA) with back-up invoices 5052 & 5124 from Melton Design Group (ESA/sub)
 - (c) Memo from ESA detailing work performed from May 1, 2017 to September 15, 2017

2. Approved Contract/Agreement No. 3145

J-28



2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

City of Oroville

SEP 27 2017

Administration

VIA EMAIL Rom

September 27, 2017

To: Members of the SBF Steering Committee

Subject: Final Feather River Consolidated Master Plan (FRCMP); Reimbursement for Services

Dear Members of the SBF Steering Committee:

We are proud to present the attached Final Feather River Consolidated Master Plan (FRCMP; Plan), and we look forward to your positive response to this final deliverable work product. This final version of the Plan is the culmination of many hours of hard work by our team, City staff, in-kind support from the National Park Service's (NPS) Rivers, Trails, & Conservation Assistance Program, and the members of the Ad Hoc Committee assigned to support development of this plan. Plan development spanned 2 years and included over a dozen meetings with, and presentations to, the Ad Hoc Committee, the SBF Steering Committee, City staff, members and staff of the Feather River Recreation & Park District, the NPS, and over 50 citizens and stakeholders.

The FRCMP integrates various measures from the Settlement Agreement (SA) with other community-supported ideas for projects that were not included in the SA. We visited each of the river reaches covered in the Plan, multiple times, and developed new, deeply-integrated projects that can be completed cooperatively and in coordination with those SA measures to be implemented by the Department of Water Resources (DWR). Our focus on the Historic Downtown and adjacent riverfront areas seeks to further stimulate that area and catalyze additional development. More than just an umbrella plan coalescing previous efforts, the FRCMP is exciting stakeholders and represents a vision for moving forward.

As mentioned above, crafting this Plan has been a considerable effort. This Final FRCMP includes revisions resulting from the SBF Ad Hoc Committee's review of the March 2017 working draft FRCMP, another draft delivered in June, and a final draft delivered in August; the August draft again gained input via written comments from the Ad Hoc Committee's review and also a review meeting held on September 6, 2017. Each member of the ESA team has extended themselves and donated personal time to provide the SBF Steering Committee with a quality product. Separate from the *pro bono* effort provided by our team members, additional efforts beyond our contracted scope were accommodated to provide the work product in front of you today. Indeed, our final work wrapping up the Plan and our presentation of the Plan at the October 4 Steering Committee meeting is being made without compensation because that work and the presentation exceeds the term of our contract, which expired on September 15, 2017. Additionally, as described below, our effort has for many months been exceeding that agreed to in our contract.

In February 2017 (prior to delivery of the first draft), we notified the SBF Program Specialist and the acting City Administrator that while we still had budget remaining, work on the plan was exceeding the scope and budget of our contract, and that we were tracking toward exceeding those limits. We agreed to revisit this issue at a later time. In April, and again in May, we raised this issue again and our invoices clearly documented we were low on funds. We again agreed during conversations to table the matter until the project was nearer to completion. In spite of a lack of resolution to this matter, we began work in April (on the June draft) with less than \$2,800 of budget remaining; we

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Members of the SBF Steering Committee
September 27, 2017
Page 2

held our final invoice as work progressed. In our meeting with the SBF Program Specialist, the acting City Administrator, and other City staff on July 20 (to discuss the August final draft), we again raised the issue of our budget, providing a summary of scoped and unscoped work performed and notification that team members were providing some services *pro bono*. We also highlighted to all present at that meeting that ESA's invoices for work from January through April 2017 were still unpaid. At the meeting we gained approval for the immediate release of outstanding payments, and in August, we were paid for those 4 months of work. However, the issue of out of scope effort remained unresolved, so on September 20, we again met with the SBF Program Specialist, the acting City Administrator, and other City staff to wrap up project work, to prepare for the October meeting, and to discuss the subject of out of scope work. At the meeting, the attached summary of our contractually required deliverables, their deliver dates, and a list of the out-of-scope services and deliverables that have been provided was reviewed; everybody agreed the work products received were satisfactory, and that the Plan was a "good product."

The attached table outlines the number of meetings and drafts completed to date; each exceeds what we were contracted to complete. The table also lists other unscoped deliverables and services provided in developing this Plan. Our cost overrun totals approximately \$34,000. We respectfully request direction from the SBF Steering Committee to the acting SBF administrator to prepare a contract amendment or other mechanism to reimburse the Team for the additional costs incurred. We completed these services in good faith with the goal of supporting the SBF Committee and therefore, allowing the community to gain the fullest of benefits intended by the SBF, by enabling the SBF Committee to focus and leverage the settlement and private funds into successful, river-oriented public-private partnerships and grant-funding opportunities. It is far more than "an umbrella plan." We are proud of the work we've completed and we look forward to your positive response to this request.

Thank you for the opportunity to complete this project. We sincerely hope this contemporary and forward looking Plan for the Feather River presents the roadmap for success and marks a milestone in the future planning of the greater Oroville area.

Sincerely,

Eric Ginney, ESA
Eric Zigas, ESA
Greg Melton, Melton Design Group

CC:

Mr. Donald Rust, Acting City Administrator, City of Oroville
Mr. Bob Marciniak, Program Specialist, City of Oroville
Members of the Ad Hoc Committee

J-30

Feather River Consolidated Master Plan: Summary of ESA's Contracted Deliverables, Delivery Dates, and Un-Scoped Additional Deliverables & Effort (updated Sept. 20, 2017)

Task	Contracted Deliverable	Delivery Dates	Un-scoped Additional Deliverables & Effort																		
Task 1	Kickoff meeting with the SBF Ad Hoc Committee to review the proposed approach and scope of work and determine what modifications to the work plan and schedule, if any, are necessary, and to clarify the desired parameters of the Feather River Consolidated Master Plan	Kickoff with Ad Hoc Committee: 11/12/2015	<ul style="list-style-type: none"> Internal Kickoff with City of Oroville: 11/4/2015 Developed outline of FRCMP that met intent of Ad Hoc Committee input Supported identification of tangentially-related issues with the RFSP (e.g., project extent) 																		
Task 1.1	Completed CEQA Check List and graphics of data needs	N/A - At the kickoff meeting, it was agreed that a CEQA document would likely be required for the City or the Feather River Recreation & Park District to approve the FRCMP and that a CEQA checklist was not as valuable as working to better define projects and potential impacts in the plan itself. Thus, effort would be expended on that task and the checklist task not completed by the consultant																			
Task 1.2	Site Reconnaissance	11/12/2015 - with Ad Hoc Committee	Additional site visits to refine understanding of existing conditions and/or lay out plan elements on: 8/29/16 5/5/17 7/6/17 (for additional photographs)																		
Task 1.3	Technical Memorandum: Project Setting - Base Map, Opportunities and Constraints Analysis, and GIS-mapping, as appropriate	Incorporated into outline (6/15/2016) and first draft of FRCMP (10/18/2016); all as per kickoff																			
Task 1.3	Regulatory constraints and environmental impacts	Incorporated into first draft of FRCMP (10/18/2016)																			
Task 1.3	Existing and proposed conditions with development timeline	Incorporated into first draft of FRCMP (10/18/2016)																			
Task 1.3	Water-related and land-based amenities and improvement plan	Incorporated into first draft of FRCMP (10/18/2016)																			
Task 2	Project task layout and schedule; resolved public outreach approach/scope; defined list of community priorities	Delivered 9/5/2016; updated and iterated multiple times. Also includes FRCMP Team Action Items via emails through summer and autumn 2016	<ul style="list-style-type: none"> 3 separate stakeholder meetings held 12/8/2015 Developed language for a FRCMP Web Page on the City of Oroville's website Developed approach and coordinated the NPS services 																		
Task 3	Draft Feather River Consolidated Master Plans; one meeting with staff, and one public presentation at an SBF Committee meeting	FRCMP Team meeting on 8/29/2016 and public presentation on 2/9/2017 Working draft circulated and then presented on 3/27/2017 (Reach 3 examples; unscoped) Draft (Word format; separate figures) to City only on 6/02/17 UNSCOPED: Draft Final R1 via email to Ad Hoc and SBF Steering Comm s on 6/22/17 Meeting with staff to review City comments on 7/20/2017 Draft Final (hard copy & electronic) on 8/02/17	<table border="1"> <thead> <tr> <th>SBF Mtgs:</th> <th>Ad Hoc Comm Mtgs:</th> <th>FRCMP Team Mtgs:</th> </tr> </thead> <tbody> <tr> <td>7/6/2016</td> <td>11/12/2015</td> <td>8/29/2016</td> </tr> <tr> <td>8/10/2016</td> <td>6/15/2016</td> <td>11/1/2016</td> </tr> <tr> <td>1/18/2017</td> <td>(12/8/2016) - 3 stakeholder mtgs</td> <td>Many calls & conference calls</td> </tr> <tr> <td></td> <td>3/27/2017</td> <td></td> </tr> <tr> <td></td> <td>(9/6/17)</td> <td></td> </tr> </tbody> </table>	SBF Mtgs:	Ad Hoc Comm Mtgs:	FRCMP Team Mtgs:	7/6/2016	11/12/2015	8/29/2016	8/10/2016	6/15/2016	11/1/2016	1/18/2017	(12/8/2016) - 3 stakeholder mtgs	Many calls & conference calls		3/27/2017			(9/6/17)	
SBF Mtgs:	Ad Hoc Comm Mtgs:	FRCMP Team Mtgs:																			
7/6/2016	11/12/2015	8/29/2016																			
8/10/2016	6/15/2016	11/1/2016																			
1/18/2017	(12/8/2016) - 3 stakeholder mtgs	Many calls & conference calls																			
	3/27/2017																				
	(9/6/17)																				
Task 4	Final Feather River Consolidated Master Plans, 1 mtg w/ staff, and 1 public presentation at an SBF Committee meeting. Product Delivery	Mtg with City staff 9/20/17; Final plan delivery 9/24/17 Public presentation at the SBF Steering Committee meeting on 10/4/17	Ad Hoc Committee review meeting on 9/6/17																		
Task 4	Eight bound / Eight un-bound / 3 digital copies of the Oroville Feather River Consolidated Master Plan	Delivery 10/4/17, at SBF Steering Committee Meeting																			
-	Un-scoped		<ul style="list-style-type: none"> No ESA mileage or travel time charged ESA and MDC have completed work without charging (pro-bono) Purchased photo stock (unscoped) Negotiated agreement related to unlicensed imagery from City 																		
-	Un-scoped		<ul style="list-style-type: none"> After 2 rounds of RFPs, our proposal, the contracted scope, and subsequent refinement and agreement of scope at the Kickoff, ESA worked to help the Ad Hoc Committee reach consensus on what the RFP intended as the focus and content of the FRCMP and also what ESA was contracted to complete. This included presentations to the SBF and preparation of partial drafts of the plan (un-scoped) We crafted memos, participated in conference calls, and attended SBF Steering Committee Meetings simply to maintain the Plan's progress 																		
-	Un-scoped																				

2-31



Environmental Science Associates
 550 Kearny Street, Suite 800
 San Francisco, CA 94108
 (415) 896-5900

INVOICE

Mr. Bob Marciniak
 Program Specialist
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965

September 27, 2017
 Invoice No: 130986
 Project Manager: Eric Ginney

Project D140762.00 Feather River Master Management Plan
Professional Services from May 1, 2017 to September 15, 2017

Task 0000004 Final Consolidated Master Plan
 Subtask 000004A ESA

Professional Personnel

	Hours	Rate	Amount
Director III			
Zigas, Eric	9.00	215.00	1,935.00
Director II			
Ginney, Eric	59.25	205.00	12,146.25
Project Technician III			
Kaneshiro, Denise	2.90	110.00	319.00
Songco, James	35.50	110.00	3,905.00
Project Technician II			
Olsen, Kristine	5.50	90.00	495.00
Sakai, Logan	.25	90.00	22.50
Totals	112.40		18,822.75
Total Labor			18,822.75
		Subtotal this Subtask:	\$18,822.75

Subtask 000004B Sub - Melton Design Group

Consultants

MELTON DESIGN GROUP, INC.		15,354.31	
Total Consultants	1.15 times	15,354.31	17,657.46
		Subtotal this Subtask:	\$17,657.46
		TOTAL THIS TASK:	\$36,480.21

Task 0000005 Direct Costs
 Subtask 000005A ESA

Reimbursable Expenses

Travel Expense		143.55	
Graphic Expense		170.46	
Total Reimbursables	1.15 times	314.01	361.11
		Subtotal this Subtask:	\$361.11
		TOTAL THIS TASK:	\$361.11

PAYMENT DUE UPON RECEIPT

J-B2

Project	D140762.00	Feather River Master Management Plan		Invoice	<Draft>
Billing Limits		Current	Prior	To-Date	
Total Billings		36,841.32	66,200.47	103,041.79	
Limit				68,950.00	
Adjustment					-34,091.79
				TOTAL INVOICE AMOUNT:	\$2,749.53

	Current	Prior	Total
Billings to Date	2,749.53	66,200.47	68,950.00

Remit to:

E S A
P.O. Box 92170
Elk Grove, IL 60009

TIN #: 94-1698350

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Melton Design Group
 309 Wall Street
 Chico CA 95928

Invoice

Date	Invoice #
5/16/2017	5052

Bill To:
 Environmental Science Associates
 Eric Ginney
 2600 Capitol Avenue, STE 200
 Sacramento CA 95816

PROJECT	PROJECT #		TERMS		DUE DATE
Oroville Feather River Consolidated Master Plan	2236		Due on receipt		5/16/2017
DESCRIPTION	RATE	CURR %	PRIOR %	QTY.	AMOUNT
PROJECT INITIATION Principal Landscape Architect Landscape Architect					
PROJECT SCHEDULE Principal Landscape Architect Landscape Architect					0.00 0.00
DEVELOP THE DRAFT FEATHER RIVER CONSOLIDATE MASTER PLAN Principal Landscape Architect Landscape Architect Support	125.00 95.00 65.00			7 34 30	875.00 3,230.00 1,950.00
FINAL CONSOLIDATED MASTER PLAN Principal Landscape Architect Landscape Architect	125.00 95.00			5 8	625.00 760.00
PRINTING/PLOTTING/SHIPPING Color Prints 11 x 17 - Work Plan Xerox Copies 24 x 36 - Reach 3 - Criteria Color Print 24 x 36 - All Reaches Xerox Copies 8 1/2 x 11 - Reach - Criteria - Project List - Stakeholders List etc...	1.00 0.00			914.31	0.00 914.31 0.00
Thank you for your business!			Total		\$8,354.31
Note: This Invoice is for Professional Services and is due upon delivery. If the Invoice is not paid within 30 days, finance charges will be added to the total each month at a rate of 1.5% of the balance due.			Payments/Credits		\$0.00
Phone #	E-mail	Web Site		Balance Due	
530-899-1616	toni@meltong.com	MELTONG.com		\$8,354.31	

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MELTONDESIGNGROUP

Melton Design Group
 820 Broadway Street
 Chico CA 95928

Invoice

Date	Invoice #
9/25/2017	5124

Bill To:
 Environmental Science Associates
 Eric Ginney
 2600 Capitol Avenue, STE 200
 Sacramento CA 95816

PROJECT	PROJECT #		TERMS		DUE DATE
Oroville Feather River Consolidated Master Plan	2236		Due on receipt		9/25/2017
DESCRIPTION	RATE	CURR %	PRIOR %	QTY.	AMOUNT
TASK 4: FINAL CONSOLIDATED MASTER PLAN 1) Plan Rendering Review 2) Coordination 3) In House Read and Edits	6,780.00			2	6,780.00
REIMBURSABLES Color 11" x 17" Copies	2.00			110	220.00
Thank you for your business!			Total		\$7,000.00
Note: This Invoice is for Professional Services and is due upon delivery. If the Invoice is not paid within 30 days, finance charges will be added to the total each month at a rate of 1.5% of the balance due.			Payments/Credits		\$0.00
Phone #	E-mail	Web Site		Balance Due	
530-899-1616	toni@meltondg.com	MELTONDG.com		\$7,000.00	

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2600 Capitol Avenue
Suite 200
Sacramento, CA 95816
916.564.4500 phone
916.564.4501 fax

www.esassoc.com

**Feather River Master Management Plan
ESA Project No. D140762.00
Monthly Progress Report**

Date: September 20, 2017
To: Bob Marciniak, Program Specialist
From: Eric Ginney, ESA Project Manager
Subject: Project Status Report for May 1 – September 15, 2017
Invoice No. 130986

Summary of Work Completed:

Eric Ginney: 59.25 hours – Site visit and finalization of project concepts; developed master plan text; edited reach maps; meeting w/MDG to review edits and make additional changes; developed layout for FRCMP w/ESA word processing (WP)/graphics staff; meeting w/ESA staff to review plan layout and provide edits; identified and obtained updated photos at request of client, wrote captions; obtained imagery for plan; proofed figures and edited the MDG reach maps; finalized draft plan and transmitted; met with City to review comments on draft final FRCMP; wrote up action items; prepared revised comment response table (several times, with additional incoming edits made without City consolidation/improper format); made edits to the plan; coordinated w/ESA graphics & WP staff on edits; updated action items and comment/response table; edited cover letter for the plan; developed comment response approach/details; edited schedule to align w/City staff personal schedules and SBF Steering Committee; scheduled meetings; edited plan and updated comment response table; selected and coordinated attaining new cover imagery; responded to responses/revisions; correspondence with City staff; edited plan/executive summary; made revisions to the executive summary and incorporated into the PDFs for printing/sent out to Ad Hoc Committee; internal calls w Eric Zigas and Greg Melton to coordinate plan edits and response to comments. Develop final draft plan (writing, edits, coordination w WP & graphics).

Denise Kaneshiro: 2.90 hours – Updated FRCMP graphical layouts

James Songco: 35.50 hours – Drafted layout of the document; reviewed and formatted photos; revised layout; formatted text styles; met with ESA project director to review and make edits; revised setup of document. Edited cover and edited document and photos. Made edits to the multiple drafts of the Plan.

Kristine Olsen: 5.50 hours – Completed Word Processing on text for Plan to be inserted into "InDesign" software for layout/graphics.

Eric Zigas: 9.00 hours – Travel to Oroville and met with Bob Marciniak, Don Rust, Dawn Nevers and Luis Topete to review comments on Plan; participated in Ad Hoc Meeting to review draft plan; participated in

Logan Sakai: 0.25 hour – Processed printing.

Subconsultant Services:

Melton Design Group – MDG provided services February 24, 2017 – September 15, 2017. See attached invoice number 5052 in the amount of \$8,354.31 and invoice number 5124 in the amount of \$7,000.00.

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Regular Business Item #2

Attachment #3

11/20/2017 Letter from ESA

Summary of Cost Breakdown

ESA Invoice No. 130986A



2600 Capitol Avenue
 Suite 200
 Sacramento, CA 95816
 916.564.4500 phone
 916.564.4501 fax

www.esassoc.com

November 20, 2017

To: Members of the Supplemental Benefits Fund (SBF) Steering Committee

Subject: Final Feather River Consolidated Master Plan (FRCMP) Reimbursement for Services

Dear Members of the SBF Steering Committee:

Thank you for your positive review and acceptance of the Final Feather River Consolidated Master Plan (FRCMP; Plan) at the October 4, 2017 Supplemental Benefits Fund (SBF) Steering Committee meeting. We are pleased with your feedback on the Plan and were heartened by the positive and supporting comments from key members of the community and special interest groups coming from as far away as the Bay Area to offer you support with the Plan. With your response and acceptance, and based on the outflow of support, we are convinced that the Plan represents a good work product and is one that can be leveraged and added to as years go on. Far more than just an “umbrella plan” coalescing previous efforts, the FRCMP is exciting key stakeholders, is eliciting crucial support, and represents a vision for moving forward. We are proud of the work we’ve completed with you during the last two years.

One agenda item at your October 4, 2017 meeting was the matter of our payment for services rendered to develop the accepted Plan. To support that agenda item, we prepared a memo with a comprehensive summary table of our originally-scoped tasks and deliverables and contrasted that against the actual, greatly expanded scope of services that we provided to you in preparing the plan. A partial sample of noteworthy items includes:

ESA’s original scope included:	The scope ESA actually performed included:
Zero meetings to scope outreach, develop project schedule, define community priorities	Two meetings to prepare for, and a series of three separate stakeholder meetings, held to gain input; development of language for a FRCMP Web Page on the City of Oroville’s website; development of approach & schedule, and coordinated the NPS’s services
One meeting with staff, and one public presentation at an SBF Committee meeting of the Draft Feather River Consolidated Master Plan	Over 15 meetings with the Ad Hoc/SBF Steering Committees and others
One site reconnaissance visit	Three site visits, including trail rides for photos and review of new information
One Draft Feather River Consolidated Master Plan (FRCMP); one Final FRCMP	A total of four draft/final documents and figure sets

This project evolved over time to adapt to the needs of the Ad Hoc Committee and the inherent challenges in Plan development. The result is a Plan that is larger, more-comprehensive and took more effort to complete. With you, the Ad Hoc Committee, and the SBF Program Specialist we supported a process for fielding complicated and at times competing viewpoints on the Plan, integrating them into iterative work products. Those work products were reviewed at many meetings, and the scope of the project exceeded that for which we were contracted. We notified the SBF

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Members of the SBF Steering Committee
November 20, 2017
Page 2

Program Specialist and the acting City Administrator multiple times that while we still had budget remaining, work on the plan was exceeding the scope and budget of our contract, and that we were tracking toward exceeding those limits. We agreed to their request to revisit this issue at a later time. We acknowledge that we did not send written notification of our out-of-scope work; however, this issue was clearly communicated with your “project manager” and also the approach to the work and the basic facts that deliverables and meetings were exceeding that which was contracted (and that our budget was nearly expended) seems known and clear to all managers involved. We executed our work in good faith with the goal of supporting the SBF Committee. Though it is clear now that you and the Ad Hoc Committee were not briefed on the scope/budget situation, and because we were notified by your project manager that the out-of-scope work would be addressed later, *we continued and completed the Plan.*

As presented to you on October 4, 2017, we calculated the cost of our additional work on the Plan to total approximately \$34,000. Unfortunately for the ESA team, although we completed the Plan and the SBF Steering Committee received an enhanced work product, your direction at the October 4, 2017 meeting was for us to work with City staff to present a reduced invoice acknowledging the lack of written agreement of the scope change. Thus, we present the attached. The attachment includes 1) the previous (full) invoice details; 2) calculation of a reduced total amount, and 3) a reduced invoice.

The reduction is based on 1) a 12% reduction in the billing rates for all employees billing to the project; 2) elimination of all of the expenses; and 3) a donation of 50% of the time billed by key principals on the project (Eric Ginney and Greg Melton). Please note that this doesn't represent the labor already donated to this project by these two individuals (i.e., never invoiced during the last two years) nor does it include those expenses paid for by these individuals (travel, other expenses, and the costs for licensing of images from Wayne Wilson). The final invoice amount appears to be fair coverage for a portion of the expense of paying our employees and is responsive to the comments offered by the SBF Steering Committee on October 4, 2017. However, we note that this significant reduction in the invoiced amount simply offsets part of the significant loss our team will incur in delivering this Plan.

Each member of the ESA team has extended themselves and donated personal time to provide the SBF Steering Committee with a quality product. We sincerely hope this contemporary and forward looking Plan for the Feather River presents the roadmap for success and marks a milestone in the future planning of the greater Oroville area. We hope that the attached, revised invoice is acceptable and is paid upon direction by the SBF Steering Committee.

Sincerely,

Eric Ginney, ESA
Jim O'Toole, Vice President, ESA
Greg Melton, Melton Design Group



Members of the SBF Steering Committee
November 20, 2017
Page 3

CC:
Mr. Donald Rust, Acting City Administrator, City of Oroville
Ms. Dawn Nevers, City of Oroville

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Cost Breakdown--as accrued during last invoice period of project, and as reflected in last invoice

TASK 4A

ESA	Zigas, Eric	9.00	\$ 215.00	\$ 1,935.00
ESA	Ginney, Eric	59.25	\$ 205.00	\$ 12,146.25
ESA	Kaneshiro, Denise	2.90	\$ 110.00	\$ 319.00
ESA	Olsen, Kristine	5.50	\$ 90.00	\$ 495.00
ESA	Sakai, Logan	0.25	\$ 90.00	\$ 22.50
ESA	Songco, James	35.50	\$ 110.00	\$ 3,905.00
			ESA Labor subtotal	\$ 18,822.75

MDG	Melton, Greg	48.00	\$ 125.00	\$ 6,000.00
MDG	Rohbacker, Shawn	66.00	\$ 95.00	\$ 6,270.00
MDG	Support	30.00	\$ 65.00	\$ 1,950.00
			MDG Labor subtotal	\$ 14,220.00

With 15% markup on subconsultant labor \$ 16,353.00

Direct Costs	\$ 143.55	ZipCar to Oroville
Direct Costs	\$ 54.99	Adobe Images account
Direct Costs	\$ 5.49	Adobe Images for Oroville Project
Direct Costs	\$ 5.49	Adobe Images for Oroville Project
Direct Costs	\$ 5.49	Adobe Images for Oroville Project
Direct Costs	\$ 99.00	iStock (Getty Images) account
		ESA Expense Subtotal \$ 314.01
		With 15% markup on expenses \$ 361.11

Sub-Direct Costs	\$ 2.00	Invoice 5052/B&W 8.5x11
Sub-Direct Costs	\$ 21.00	Invoice 5052/B&W 24x36
Sub-Direct Costs	\$ 15.31	Invoice 5052/B&W 30x42
Sub-Direct Costs	\$ 360.00	Invoice 5052/Color Prints 24x36
Sub-Direct Costs	\$ 516.00	Invoice 5052/Color Prints 11x17
Sub-Direct Costs	\$ 220.00	Invoice 5124/Color Prints 11x17
		MDG Expense Subtotal \$ 1,134.31
		With 15% markup on subconsultant expenses \$ 1,304.46

GRAND TOTAL \$ 36,841.32

TOTAL PREVIOUS BILLINGS	\$ 66,200.47	
LIMIT	\$ 68,950.00	
ADJUSTMENT	\$ (34,091.79)	STILL OUTSTANDING
TOTAL INVOICE AMOUNT	\$ 2,749.53	(paid on 10/17/17)

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Revised Costs with 12% rate reduction, no expenses charged; and Eric & Greg donating 50% of their time

TASK 4A

ESA	Zigas, Eric	9.00	\$ 215.00	\$ 189.20	\$	1,702.80
ESA	Ginney, Eric	30.00	\$ 205.00	\$ 180.40	\$	5,412.00
ESA	Kaneshiro, Denise	2.90	\$ 110.00	\$ 96.80	\$	280.72
ESA	Olsen, Kristine	5.50	\$ 90.00	\$ 79.20	\$	435.60
ESA	Sakai, Logan	0.25	\$ 90.00	\$ 79.20	\$	19.80
ESA	Songco, James	35.50	\$ 110.00	\$ 96.80	\$	3,436.40
	ESA Labor subtotal				\$	11,287.32

MDG	Melton, Greg	24.00	\$ 125.00	\$ 110.00	\$	2,640.00
MDG	Rohbacker, Shawn	66.00	\$ 95.00	\$ 83.60	\$	5,517.60
MDG	Support	30.00	\$ 65.00	\$ 57.20	\$	1,716.00
	MDG Labor subtotal				\$	9,873.60
	With 15% markup on subconsultant labor				\$	11,354.64

Direct Costs			\$ 143.55			ZipCar to Oroville
Direct Costs			\$ 54.99			Adobe Images account
Direct Costs			\$ 5.49			Adobe Images for Oroville Project
Direct Costs			\$ 5.49			Adobe Images for Oroville Project
Direct Costs			\$ 5.49			Adobe Images for Oroville Project
Direct Costs			\$ 99.00			iStock (Getty Images) account
	ESA Expense Subtotal		\$ 314.01			
	With 15% markup on expenses		\$ 361.11			

Sub-Direct Costs			\$ 2.00			Invoice 5052/B&W 8.5x11
Sub-Direct Costs			\$ 21.00			Invoice 5052/B&W 24x36
Sub-Direct Costs			\$ 15.31			Invoice 5052/B&W 30x42
Sub-Direct Costs			\$ 360.00			Invoice 5052/Color Prints 24x36
Sub-Direct Costs			\$ 516.00			Invoice 5052/Color Prints 11x17
Sub-Direct Costs			\$ 220.00			Invoice 5124/Color Prints 11x17
	MDG Expense Subtotal		\$ 1,134.31			
	With 15% markup on subconsultant expenses		\$ 1,304.46			

GRAND TOTAL	\$	22,641.96
PREVIOUS PAYMENT	\$	2,749.53 (paid on 10/17/17)
OUTSTANDING	\$	19,892.43

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Environmental Science Associates
 550 Kearny Street, Suite 800
 San Francisco, CA 94108
 (415) 896-5900

INVOICE

Ms. Dawn Nevers
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965

November 17, 2017
 Invoice No: 130986A
 Project Manager: Eric Ginney

Project D140762.00 Feather River Master Management Plan

Professional Services from May 1, 2017 to September 15, 2017

Task 0000004 Final Consolidated Master Plan
 Subtask 000004A ESA

Professional Personnel

	Hours	Rate	Amount	
Senior Director III				
Sakai, Logan	.25	79.20	19.80	
Managing Associate III				
Olsen, Kristine	5.50	79.20	435.60	
Managing Associate I				
Songco, James	35.50	96.80	3,436.40	
Zigas, Eric	9.00	189.20	1,702.80	
Associate I				
Ginney, Eric	30.00	180.40	5,412.00	
Project Technician I				
Kaneshiro, Denise	2.90	96.80	280.72	
Totals	83.15		11,287.32	
Total Labor				11,287.32
				Subtotal this Subtask: \$11,287.32

Subtask 000004B Sub - Melton Design Group

Consultants

MELTON DESIGN GROUP, INC.		9,873.60	
Total Consultants	1.15 times	9,873.60	11,354.64
			Subtotal this Subtask: \$11,354.64
			TOTAL THIS TASK: \$22,641.96
			Previous Payment Applied: <u>-2,749.53</u>
			BALANCE DUE: \$19,892.43

Remit to:

ESA
 P.O. Box 92170
 Elk Grove, IL 60009

TIN #: 94-1698350

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PAYMENT DUE UPON RECEIPT



MELTONDESIGNGROUP

Melton Design Group
 309 Wall Street
 Chico CA 95928

Invoice

Date	Invoice #
5/16/2017	5052

Bill To:

Environmental Science Associates
 Eric Ginney
 2600 Capitol Avenue, STE 200
 Sacramento CA 95816

PROJECT	PROJECT #		TERMS		DUE DATE
Oroville Feather River Consolidated Master Plan	2236		Due on receipt		5/16/2017
DESCRIPTION	RATE	CURR %	PRIOR %	QTY.	AMOUNT
PROJECT INITIATION Principal Landscape Architect Landscape Architect					
PROJECT SCHEDULE Principal Landscape Architect Landscape Architect					0.00 0.00
DEVELOP THE DRAFT FEATHER RIVER CONSOLIDATED MASTER PLAN Principal Landscape Architect Landscape Architect Support	125.00 95.00 65.00			7 34 30	875.00 3,230.00 1,950.00
FINAL CONSOLIDATED MASTER PLAN Principal Landscape Architect Landscape Architect	125.00 95.00			5 8	625.00 760.00
PRINTING/PLOTTING/SHIPPING Color Prints 11 x 17 - Work Plan Xerox Copies 24 x 36 - Reach 3 - Criteria Color Print 24 x 36 - All Reaches Xerox Copies 8 1/2 x 11 - Reach - Criteria - Project List - Stakeholders List etc...	1.00 0.00			914.31	914.31 0.00

AS EDITED

Thank you for your business!			Total	\$8,354.31
Note: This Invoice is for Professional Services and is due upon delivery. If the Invoice is not paid within 30 days, finance charges will be added to the total each month at a rate of 1.5% of the balance due.			Payments/Credits	\$0.00
Phone #	E-mail	Web Site	Balance Due	\$8,354.31
530-899-1616	toni@meltondg.com	MELTONDG.com		

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Melton Design Group, Inc.
 309 Wall Street
 Chico CA 95928

Invoice # 5052

Invoice Date: 05/16/2017

Tax ID #

Service Period: From: 02/24/2017 To: 05/16/2017

MDG Project 2236

Project Name/Description: Oroville Feather River Master Plan

Labor:

Task #	Name/Title	Hours X	Rate =	Amount
Task 3	Greg Melton / Principal Landscape Architect	7	\$ 125.00	\$ 875.00
Task 3	Shawn Rohbacker / Landscape Architect	34	\$ 95.00	\$ 3,230.00
Task 3	Support	30	\$ 65.00	\$ 1,950.00
Task4	Greg Melton / Principal Landscape Architect	5	\$ 125.00	\$ 625.00
Task4	Shawn Rohbacker / Landscape Architect	8	\$ 95.00	\$ 760.00
				\$ -
				\$ -
				\$ -
Total Labor Cost				\$ 7,440.00

AS EDITED

Other Expenses

Description	
Color Prints 11 x 17 -	\$ 516.00
B & W 8.5 x 11 -	\$ 2.00
B & W 24 x 36 -	\$ 21.00
B & W 30 x 42 -	\$ 15.31
Color Prints 24 x 36 -	\$ 360.00
	\$ -
Total Other Expenses	\$ 914.31

TOTAL AMOUNT DUE	\$ 8,354.31
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Billed to Date Summary:

Amount Billed Previously	\$ 14,347.18
Current Invoice Amount	\$ 8,354.31
Total Billed to Date	\$ 22,701.49
Total Contract Amount (Changes being made as per Eric Ginney)	\$ 22,702.00
Contract Remaining	\$ 0.51

MAKE CHECKS PAYABLE TO:

Melton Design Group, Inc.
 309 Wall Street
 Chico CA 95928

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MELTONDESIGNGROUP

Melton Design Group
 820 Broadway Street
 Chico CA 95928

Invoice

Date	Invoice #
9/25/2017	5124

Bill To:

Environmental Science Associates
 Eric Ginney
 2600 Capitol Avenue, STE 200
 Sacramento CA 95816

PROJECT	PROJECT #		TERMS		DUE DATE
Oroville Feather River Consolidated Master Plan	2236		Due on receipt		9/25/2017
DESCRIPTION	RATE	CURR %	PRIOR %	QTY.	AMOUNT
TASK 4: FINAL CONSOLIDATED MASTER PLAN 1) Plan Rendering Review 2) Coordination 3) In House Read and Edits	,780.00			2	,780.00
REIMBURSABLES Color 11" x 17" Copies	2.00			110	220.00
Thank you for your business!			Total		\$7,000.00
Note: This Invoice is for Professional Services and is due upon delivery. If the Invoice is not paid within 30 days, finance charges will be added to the total each month at a rate of 1.5% of the balance due.			Payments/Credits		\$0.00
Phone #	E-mail	Web Site		Balance Due	
530-899-1616	toni@meltondg.com	MELTONDG.com		\$7,000.00	

AS EDITED

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**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

**RE: DISCUSSION REGARDING THE TITLE AND SUBTITLE FOR
THE RECENTLY ACCEPTED FEATHER RIVER
CONSOLIDATED MASTER PLAN**

DATE: NOVEMBER 30, 2017

SUMMARY

**THE COMMITTEE MAY CONSIDER DISCUSSING THE TITLE AND A NEW
SUBTITLE FOR THE RECENTLY ACCEPTED FEATHER RIVER
CONSOLIDATED MASTER PLAN.**

DISCUSSION

The Feather River Consolidated Master Plan was presented by the consultant group ESA and accepted by the SBF Steering Committee on October 4, 2017 with the condition that SBF staff would make minor edits. ESA as part of the original contract/agreement is to provide an electronic copy of the plan which will enable staff to edit portions of the document. As of preparation of this staff report the electronic version has not been delivered by ESA.

The title of the document was discussed prior to acceptance as there was a concern by one or more committee members that the word "master" might have an underlying commitment to projects that are listed in the plan. The intent of the plan is to provide a vision and ideas not to commit to each suggested project. Staff was directed to come back with suggestions for an alternative title(s) and sub title(s) that reflect the intent of the document.

Suggested Title/Subtitle:

1. Title: Feather River Consolidated Vision Plan
Subtitle: Focusing on the Low Flow Channel
2. Title: Feather River Conceptual Plan
Subtitle: A Vision for the Future of the Low Flow Channel
3. Title: Feather River Consolidated Scope Plan
Subtitle: The Five Reaches of the Low Flow Channel

- 4. Title: Feather River Consolidated Master Plan
Subtitle: A Vision for the Future

- 5. Title: Feather River Vision Plan
Subtitle: With a focus on the Low Flow Channel

FISCAL IMPACT

None

RECOMMENDATION

Receive the information and (1) consider selecting a revised title/subtitle; or (2) provide direction.

ATTACHMENTS

None

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**SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT**

TO: SBF CHAIRPERSON AND COMMITTEE MEMBERS

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST
DONALD RUST, ACTING SBF FUND ADMINISTRATOR**

RE: DISCUSSION OF AVAILABLE SBF FUNDS

DATE: NOVEMBER 30, 2017

SUMMARY

The Committee will receive information regarding available SBF funds.

DISCUSSION

The Regional Fund Strategic Plan provides that at the start of each budget cycle the SBF Steering Committee will distribute anticipated, or actual, funding into the following categories which the SBF Mission Statement defines as: "Investing in recreational and related projects with a nexus to the Feather River to improve the quality of life and stimulate economic development in the Oroville Region".

- Chamber of Commerce/Marketing the Oroville Region (fixed at \$60,000 per year after FERC license approval)
- Administration (variable)
- Marketing/Community Benefit Fund (variable)
- Projects (variable)
- Revolving Loan Fund (variable)
- Reserve Fund (variable)

The intent of each of the distribution categories is:

1. Chamber of Commerce/Marketing the Oroville Region

Provides funding to the Oroville Area Chamber of Commerce (Chamber) for tourism and community event activities within the boundary scope of the SBF. Annually, the Chamber will submit a budget for anticipated usage of the grant funding. The Chamber submits a budget for review and approval. The Chamber is encouraged to obtain matching funds for activities from its members, the public and other available grant sources.

2. SBF Administration

Provides funding for a .5 to 1.0 FTE to the City of Oroville to provide, using its internal protocols to formally designate a person within its organization to serve

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as the responsible person for performance of all such administrative duties required to ensure the orderly and efficient operation of the Fund (SA/Exhibit A, 2.0). A budget is presented and approved annually by the SBF Steering Committee.

3. Marketing/Community Benefit Fund

Provides the SBF Steering Committee the ability to fund projects on an as-requested basis. Projects are approved or rejected based on their individual merit as deemed by the SBF Steering Committee. Funding can also be provided to help market the area, enhance media and publications, improve signage, interpretive panels on trails, etc. Funding efforts, events or other activities that target community benefit or enhancement. This funding category is intended to target local community organizations, agencies, or other groups that actively promote events, activities, or other efforts that benefit local-residents and draw people into the Oroville Region. In general, projects funded through this category should support local businesses, attract new visitors for overnight trips or multiple days if possible and provide an opportunity for attendees/participants to spend their retail dollars in the Oroville Region. A letter to the SBF Steering Committee with details about the request is required.

4. Projects

This funding category is intended to directly fund projects that are consistent with the Settlement Agreement and the SBF Mission and Vision Statements. Funding of projects (once the FERC license is signed) should be considered for a five-year funding cycle. Project size and matching funds requirements are determined by the SBF Steering Committee and communicated to the public by the issuance of a NOFA (Notice of Funds Available). A formal application process is announced at the release of the NOFA.

5. Revolving Loan Fund

The concept of this fund is to provide a mechanism for applicants to borrow funds then repaying the funds to make them available for other applicants either as a grant or a loan.

6. Reserve fund

The intent of establishing a reserve fund is to provide a buffer against funding stream interruptions from DWR or other unanticipated needs that may arise during the funding cycle.

FISCAL IMPACT

Funds currently are on deposit with the City of Oroville are in a restricted account/SBF-5081. (\$2,959,101.28 plus accrued interest of \$8,629.62)

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RECOMMENDATION

Receive the information and (1) allocate funds; (2) reallocate funds; or, (3) provide direction.

ATTACHMENTS

Potential distribution spreadsheet

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Supplemental Benefits Fund

SBF Steering Committee discussion of 2017 Available Funds

Potential distribution of 2017 available funds as of 09.11.2017 using categories defined in the Regional Fund Strategic Plan

	Potential 1		Potential 2		Potential 3		Potential 4	
Funds Available:	3,039,101.28	100.00%	3,039,101.28	100.00%	3,039,101.28	100.00%	3,039,101.28	100.00%
Chamber of Commerce (Marketing the Oroville Region)	0.00	0.00%	0.00	0.00%	-60,000.00	-1.97%	tbd	
Administration:	-80,000.00	-2.63%	-80,000.00	-2.63%	-80,000.00	-2.63%	-80,000.00	-2.63%
Marketing/Community Benefit Fund:	-200,000.00	-6.58%	-225,000.00	-7.40%	-150,000.00	-4.94%	tbd	
Projects:	-2,500,000.00	-82.26%	-2,400,000.00	-78.02%	-2,650,000.00	-87.20%	tbd	
Revolving Loan Fund:	-100,000.00	-3.29%	-89,000.00	-2.93%	-25,000.00	-0.82%	tbd	
Reserve Fund:	-159,101.28	-5.24%	-245,101.28	-9.02%	-74,101.28	-2.44%	tbd	
Total:	-3,039,101.28	-100.00%	-3,039,101.28	-100.00%	-3,039,101.28	-100.00%		



Correspondence



November 15, 2017

Don Noble, Chairperson
Supplemental Benefits Fund
1735 Montgomery Street
Oroville, CA 95965

Dear Mr. Noble:

As you are aware, a line item was created in the SBF budget (pending funding availability) to allocate \$60,000 to the Chamber for the purpose of tourism marketing for the Oroville region as outlined in the SBF Regional Fund Strategic Plan. Now that SBF funds have become available, the Oroville Area Chamber of Commerce (OACC) requests the \$60,000 Chamber of Commerce line item from the available 2017 SBF funds.

In the past, the OACC has had upward of \$150,000 for tourism promotion per year. This included funding from the SFB for tourism promotion. The OACC also held a contract with the City of Oroville that varied from a high of \$40,000 to a low of \$10,000 per year which helped the OACC sustain the City's Visitor's Center. Last year, the City was unable to renew the contract and as you know, the SFB funding is no longer available. However, the OACC was still committed to tourism promotion but we could not continue to do what we could not afford to do. We are operating the City's Visitor's Center and tourism information hub on a shoestring budget.

Now, more than any other time, tourism promotion is critical to Oroville in the wake of the spillway incident and other unfortunate events. Utilization of the recreational facilities at Lake Oroville and the surrounding SRA has decreased. Fishing tournaments have been cancelled and Fishing Guides have reported a significant decrease to bookings. We need to act in order to prevent further economic damage to our community due to the loss of recreation and tourism interest.



As a result, the following is proposed to help create and sustain tourism interest for Oroville that could leverage additional funding from the DWR for Lake Oroville tourism marketing:

Oroville Advertising and Tourism Promotion

Omni Channel Marketing: Design and implement static and digital media strategy that provides a seamless experience across marketing channels to allow the end user to interact with Oroville points of interest in a variety of ways. Advertising (Digital/billboard) → Desktop (website) → Mobile (mobile first responsive application) → on ground recreation area experience (live road closures, weather data, lake levels, fishing conditions, places to eat, things to do, etc.).

Billboards: We have received a great deal of positive response to the digital ads (space provided by DWR in July & Sept. 2017) and would like to continue with this campaign as we work to connect recreational/tourism points of interest to the community. For example:



The Wine & Dine digital billboard points to a page on the OACC website that gives more information on several local wineries and places to eat in Oroville. Highlighting and connecting recreational opportunities (i.e., wine tasting) to local restaurants. At this point in time, we are only listing Chamber members, but with non-member funding, we would include all businesses in Oroville with the inclusion of all business in the Chamber directory.

Digital Advertising: place advertisements various digital media outlets such as, but not limited to social media (e.g., Facebook), Hulu, Netflix, Pandora, and YouTube. The advertisements will be designed and media selected based on a target market by region and interests.



Website: The addition of a robust "Visit Oroville" page that will incorporate landing pages designed to capture email addresses with self-selected interest identification for drip marketing of Oroville tourism related messages. The redesigned webpage will be a mobile first workflow that will result in mobile a responsive website. Part of the re-design will begin with primary end user data collection and would include necessary information for visitors to Oroville such as restaurant guide, lodging guide, things to do in Oroville, etc... Again, this page would not be limited to only Chamber members but to all Oroville businesses.

Interactive Storymaps: Creation and implementation of ArcGIS Storymaps for Brad Freeman Trail (incl. trail GPS), Winery Map, museums and historical points of interest. The storymaps will be designed to connect the end user with narrative and multimedia to authoritative maps created in ArcGIS.

These storymaps will be embedded on the "Visit Oroville" webpage and on the lakeoroville.net website. These storymaps will be able to be embedded on other sites (i.e., State Parks, City of Oroville, Butte County, Feather River Recreation & Park District, Visit California, Cascade Wonderland, Explore Butte County, etc...) increasing the potential to maximize viewership and will be mobile responsive to allow for on-the-go use.

Example* tourism related Ersi ArcGIS storymaps can be found at:
<http://learngis.maps.arcgis.com/apps/Cascade/index.html?appid=0490bea66ab94c2d85e49fb8ee8dfaca>

*This is a training product, but will give you an idea of how a storymap could be utilized for Oroville area points of interest.

Vlog: create a series of Vlogs to capture authentic user experiences. The Chamber has begun to use vlogs in our social media to promote our members and community. The vlogs have been perfunctory and experimental. However, given the significant increase in our social media reach, we have invested in video editing software (i.e., Adobe Premiere) and staff training on how to learn best practices in vlogging. We are currently building capacity in the area of vlogging as a means of outreach.

Animated infographics or graphics: create a series of animated infographics highlighting points of interest.



Social Media: create and maintain associated tourism related social media presence (e.g., Facebook, Twitter, Instagram, etc..) based on best practices in social media.

Drip Email Marketing: Send out emails to segmented markets based on user selected interests from initial email capture on a website landing page from a unique URL that will be redirected to the Visit Oroville webpage (e.g., fishing conditions to fisherpersons or special event info for families or market specific identification).

Visitor Service: The Chamber will continue to disseminate tourism information (i.e., phone calls, emails, mailings, walk-ins, relocation and visitor packets) on the recreational and tourism opportunities of Oroville. We will be able to keep our recently expanded visitor center hours which have increased by 2 hours per weekday.

I hope you will consider these ideas to help connect and promote Oroville as tourism is one of the major economic base industries and economic drivers in our community. Thank you for your consideration for the allocation of the \$60,000 as outlined in the SB Regional Fund Strategic Plan.

Sincerely,

Sandy Linville

Sandy Linville, PhD
President & CEO
Oroville Area Chamber of Commerce