



OROVILLE CITY COUNCIL
****OROVILLE SUCCESSOR AGENCY**

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 18, 2018
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CALL TO ORDER

ROLL CALL

Council Members/Successor Agency Members: Jack Berry, Marlene Del Rosario, Linda Draper, Aart Hatley, Scott Thomson, Vice Mayor Janet Goodson, Mayor Linda Dahlmeier

CONVENE TO CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Interim City Administrator and Personnel Officer, to evaluate the following positions: City Attorney.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Interim City Administrator and City Attorney regarding potential exposure to litigation.

RECONVENE TO OPEN SESSION (6:00 p.m.)

Announcement from Closed Session

PLEDGE OF ALLEGIANCE

ADOPT AGENDA

OATHS OF OFFICE

- Oaths of Office will be administered to three Volunteers in Police Services (VIPS)

PRESENTATION

1. Welcome to Oroville – New Business Certificates
Big Bart's Barbershop
Café One Sixteen
Table Top Restaurant and Catering
2. Presentation from Amy Bergstrand: Status Update on the Sierra Heights Housing Project

REQUESTS TO ADDRESS COUNCIL

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

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS – This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

CONSENT CALENDAR - AGENDA ITEMS 1-3: Consent calendar items are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. MINUTES

Approve the September 4, 2018 City Council Meeting Minutes.

2. FEE WAIVER FOR POLICE SERVICES

Approve a 65% waiver of police service fees, in the amount of \$4,905.68 and direct the applicant to pay the remainder of the fees, in the amount of \$2,641.52 for the Oroville Hmong New Year Festival 2018.

3. NOTICE OF FUNDING AVAILABILITY (NOFA) FOR ART IN PUBLIC PLACES

The Council may provide direction on the updated final draft Notice of Funds Available for the Art in Public Places/Beautification funding under Ordinance No. 1798, Section II, Chapter 26, §17.08.135.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing.
- Staff presents and answers questions from Council
- Hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to two (2) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed
- Council debate and action

4. WYANDOTTE CREEK GROUND WATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT – FORMATION OF WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY (GSA)

The Oroville City Council will conduct a Public Hearing to consider whether to enter into a joint powers agreement with Butte County and the Thermalito Water and Sewer District to form the Wyandotte Creek Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA). The Wyandotte Creek GSA would cover all portions of the Wyandotte Creek sub-basin (5-21.60) as depicted by the California Department of Water Resources Bulletin 118. In taking the action to enter into the joint powers agreement, the City Council will rescind the City of Oroville GSA status for the Wyandotte Creek sub-basin.

RECOMMENDATION

Adopt the Joint Powers Agreement with Butte County and the Thermalito Water and Sewer District and authorize the Mayor to sign; and,

Authorize staff to formally rescind the City of Oroville as a GSA in the Wyandotte Creek sub-basin.

REGULAR BUSINESS - Action Calendar

5. AMENDMENT TO CITY ENGINEER PROFESSIONAL SERVICES AGREEMENT

Council may consider approving the proposed amendment to the professional services agreement with Bennet Engineering to add a task order for Project Management and Grant Management services to monitor and control reporting and procurement of consultants and contractors to accomplish the State Route 162 Pedestrian/Bicycle Disabled Mobility and Safety Improvements Project.

RECOMMENDATION

Adopt Resolution No. 8746, A Resolution of the Oroville City Council Authorizing and Directing the Mayor to Execute An Amendment to the Professional Services Agreement Between the City of Oroville and Bennett Engineering (Agreement No. 3212).

6. HAVEN OF HOPE ON WHEELS

Council may discuss granting funds to the Haven of Hope for the purchase of the hygiene facility, vehicle and necessary equipment for Haven of Hope on Wheels (HOHOW) project.

RECOMMENDATION

Authorize and direct staff to fund a grant to the Haven of Hope for the purchase of facility, vehicle and necessary equipment for Haven of Hope on Wheels. (Grant contract will be distributed as additional agenda material.)

7. COUNCIL ETIQUETTE AND RULES

Council may discuss setting voluntary rules of etiquette and decorum for the Council and consider the addition of a public information page as part of the regular agenda.

COUNCIL ANNOUNCEMENTS/DISCUSSIONS/FUTURE AGENDA ITEMS

ADMINISTRATION REPORTS

CORRESPONDENCE

- August 27, 2018 Letter from ORAC with drawing from the SBF Agreement
- August 31, 2018 Awarding Oroville Finance Department a Certificate of Achievement for the 22nd year in a row for excellence in completion of the Consolidated Annual Financial Report (CAFR)

ADJOURN THE COUNCIL MEETING TO OCTOBER 2, 2018

CONVENE THE SUCCESSOR AGENCY MEETING

8. ROSENOW SPEVACEK GROUP, INC. (RSG) AGREEMENT FOR DISCLOSURE & DISSEMINATION AGENT SERVICES

****Adopt Successor Agency Resolution No. 18-02** - A Resolution of the Successor Agency to the Former Oroville Redevelopment Agency Approving A Professional Services Agreement With Rosenow Spevacek Group, Inc., in the Amount of \$75,000 for Thirteen Years for Continuing Disclosure and Dissemination Agent Services as Required by the Continuing Disclosure Certificate for the Successor Agency’s Tax Allocation Refunding Bonds Series 2015a and Series 2015b – (**Agreement No. 18-01**).

Note: As noted in the Disclosure Certificate, the Successor Agency may replace the Dissemination Agent with or without cause and RSG may resign as Dissemination Agent by providing 30 days written notice to the Successor Agency and the Trustee.

ADJOURN THE SUCCESSOR AGENCY MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, October 2, 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.

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



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

September 4, 2018 REGULAR MEETING MINUTES

All Meetings are recorded and can be viewed on our website cityoforoville.org and YouTube.

CALL TO ORDER AT 5:30 PM

ROLL CALL

PRESENT: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson

ABSENT: Council Member Thomson, Mayor Dahlmeier

STAFF PRESENT: Interim City Administrator Tom Lando, Assistant City Administrator/Chief of Public Safety Bill LaGrone, Finance Director Ruth Wright, Chief Building Official Gary Layman, Interim City Clerk Joanna Gutierrez, Assistant City Clerk Jackie Glover, Treasurer Karolyn Fairbanks

CONVENED TO CLOSED SESSION AT 5:32 PM

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville Firefighters' Association, Oroville Police Officers Association (Sworn and Non-Sworn), Oroville Public Safety Mid-Managers Association, Oroville Management and Confidential Association, and Oroville City Employees Association.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Interim City Administrator and Personnel Officer, to evaluate the following positions: City Attorney.
3. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the Interim City Administrator and City Attorney regarding potential exposure to litigation.

RECONVENE TO OPEN SESSION (6:30 p.m.)

Announcement from Closed Session: Direction given; no action taken.

PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER HATLEY

ADOPT AGENDA – Motion made by Council Member Draper and seconded by Council Member Del Rosario. Motion passed.

AYES: Council Member Berry, Hatley, Del Rosario, Draper and Vice Mayor Goodson
NOES: None
ABSTAIN: None
ABSENT: Council Member Thomson and Mayor Dahlmeier

PROCLAMATION / PRESENTATION

Chief LaGrone gave an update on the renovations in store for Bedrock Park

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Bill Speer
- John Miller-George
- Eric Smith
- Randy Murphy
- Stephen Terry

The following individuals spoke on agenda items:

- Bill Speer – Adopt Agenda, Item 1, 6, 7
- Tasha Levinson – Presentations
- Larry Lane – Presentations
- Jennifer Griggs – Item 7
- Kevin Thompson – Item 7
- Annie Terry – Item 7
- Larry Hayden – Item 7
- Eric Smith – Item 7
- Stephen Terry – Item 7

CONSENT CALENDAR - Motion by Berry and Second by Draper to approve consent calendar items 1-5. Motion passed unanimously.

AYES: Council Member Berry, Hatley, Del Rosario, Draper and Vice Mayor Goodson
NOES: None
ABSTAIN: None
ABSENT: Council Member Thomson and Mayor Dahlmeier

1. MINUTES

Approved the minutes from the August 21, 2018 City Council Meeting.

2. GRAND JURY REPORT RESPONSE

Approved the City of Oroville's response to the 2017-2018 Final Butte County Grand Jury Report and authorized the Mayor, the Acting City Administrator and the Assistant City Administrator to sign the response.

3. ART COMMISSION APPOINTMENT

Appointed Amanda Wentz to serve on the City of Oroville's Arts Commission, term ending June 30, 2021.

4. BRANDLEY CONTRACT AMENDMENT

Adopted Resolution No. 8743 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH REINARD W. BRANDLEY, IN THE AMOUNT OF \$90,000, FOR CONSTRUCTION INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE TAXIWAY K PROJECT AT OROVILLE MUNICIPAL AIRPORT – (Agreement No. 2006-13).

5. CALTRANS AIRPORT IMPROVEMENT PROGRAM MATCHING GRANT

Adopted Resolution No. 8744 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF THE ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT AND DIRECTING THE MAYOR TO EXECUTE THE STATE OF CALIFORNIA MATCHING GRANT DOCUMENTS FOR FAA AIRPORT IMPROVEMENT PROGRAM TAXIWAY K CONSTRUCTION PROJECT AT THE OROVILLE MUNICIPAL AIRPORT – (Agreement No. 3258).

PUBLIC HEARINGS – None

REGULAR BUSINESS- ITEMS 6- 7 - Action Calendar

6. CITY COUNCIL MEETING MINUTES

Discussed and provided staff direction regarding Oroville City Council minutes.

7. DECLARATION OF A SHELTER CRISIS

Motion by Draper and second by Goodson to Adopted Resolution No. 8745 – A resolution of the Oroville City Council of the City of Oroville, State of California declaring a shelter crisis pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code § 8698.2) Motion passed unanimously.

- AYES: Council Member Berry, Hatley, Del Rosario, Draper and Vice Mayor Goodson
- NOES: None
- ABSTAIN: None
- ABSENT: Council Member Thomson and Mayor Dahlmeier

COUNCIL ANNOUNCEMENTS/DISCUSSIONS/FUTURE AGENDA ITEMS

- Council Members Del Rosario and Vice Mayor Goodson reported on having attended a meeting with developer Ron Reed and local home owners. The item will be on the next Planning Commission agenda on September 27, 2018.

ADMINISTRATION REPORTS

- Finance Director Ruth Wright Reported that an accounting technician promoted to the SBF Program Specialist position and that they will be recruiting for a new technician soon.
- Attorney Scott Huber reported that his firm is changing names to Cole and Huber because one of his partners is being appointed as a Judge.
- Chief LaGrone reported that the Nature Center on Old Ferry Road is now partially open again. He also reported that he is being inducted into the High School Hall of Fame on September 15, 2018 at 5pm. Lastly, he reported that we are fully staffed on Tuesdays with ECORP coming in to work on planning.

CORRESPONDENCE

ADJOURNMENT

The meeting was adjourned at 8:18 pm. The next regular meeting of the Oroville City Council will be held on Tuesday, September 18, 2018 at 5:30 p.m.

Approved:

Attested:

By: _____
Janet Goodson, Vice Mayor

Jackie Glover, Assistant City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

FROM: BILL LA GRONE, DIRECTOR OF PUBLIC SAFETY

**RE: FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW
YEAR FESTIVAL COMMITTEE**

DATE: SEPTEMBER 18, 2018

SUMMARY

The Council may consider a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$7,547.20, for Police Services relating to the Oroville Hmong New Year Festival, to be held October 13-14, 2018.

DISCUSSION

The Oroville Hmong New Year Festival will be held on October 13-14, 2018 at the Nelson Avenue Sports Complex. This event will run from 8:00 AM to 4:00 PM each day. An average daily attendance in the past has been approximately 5,000 people, however in recent years, attendance has been declining. This event has occurred for the past twenty years with few major incidents that required law enforcement intervention. The Hmong community has always been supportive and responsive to the needs of Law Enforcement to make this event safe and successful.

In 2017, the Hmong community paid for Police Services for the New Year celebration. This fee was based upon the Police Department supplying officers over the two-day celebration. The hourly rate was \$71 per hour. The Council has annually authorized a discount of 65%. The reason for the discount is this event is organized by non-profit organizations that depend upon the proceeds from this event to fund their organizations over the course of the year.

This is a worthy event that is well attended by both local community members and out of town visitors. It is the recommendation of the Police Department that the fees for this event be reduced to help support the Hmong Community and to show our support of this event. (*See Chart below for details of fees.*)

PROPOSED FEE FOR 2017

Hours	Rate	Total	Discount	Total Proposed Fee
80	\$94.34	\$7,547.20	65% = -\$4,905.68	\$2,641.52

This is a City sponsored event which has the potential to have a positive impact on business activity, recreation, and community activity and destination point improvement.

FISCAL IMPACT

Partial wavier of Police Services fees will result in a negative impact of \$4,905.68 on the overtime budget of the Oroville Police Department.

RECOMMENDATIONS

Approve a 65% waiver of police service fees, in the amount of \$4,905.68, and direct the applicant to pay the remainder of the fees, in the amount of \$2,641.52 for the Oroville Hmong New Year Festival 2018.

ATTACHMENTS

A – Request from the Oroville Hmong New Year Festival Committee



Ze Xiong, President
Hmong United Community of Oroville, Inc.
P.O. Box 1409
Oroville, CA 95965
(530) 282-8385



Kay Cha, President
Lao Veterans of America, Inc.
P.O. Box 5521
Oroville, CA 95965
(530) 720-6513

Oroville Hmong New Year Festival 2018

Por Yang – Chair of Event P.O Box 5163 Oroville, California 95966, Email: Orovillehmongnewyear@gmail.com

August 23, 2018

City of Oroville
Attn: Mayor Linda Dahmeier and City Council members
1735 Montgomery Street
Oroville, CA 95965

Re: Oroville Hmong New Year Festival Fee waiver

Dear Honorable: Mayor and City Council members

I am writing this letter on behalf of the Oroville Hmong community, the Oroville Hmong New Year Festival Planning Committee, Lao Veteran of America and the Hmong United Community of Oroville to request the city for a fee waiver for the Oroville Police Department to provide safety and security to the Oroville Hmong New Year Festival. The event is scheduled for October 13th and 14th, 2018 at the Nelson Sports Complex on 2255 Nelson Ave, Oroville, CA 95965. We are a non-profit organization joining together with the Hmong community to host this rich cultural event. All planning committees and individuals involved in this event are volunteers; no one gets paid for their time and services.

Despite the long standing history of this event, we have no budget sets aside to operate it. Every year the community struggles to make ends meet by leasing booths and collecting minimal admission fee to pay off the expenses required for the success of this event. As we make our way to the days, we are able to collect a small amount of admission fee and booth leasing that barely be enough to cover all the expenses. After all expenses are paid, all proceeds are donated to the two local Hmong charitable non-profit organizations to help individual with the unfortunate event and other community needs.

As always, we will need the help of the city to make this event possible and successful. Safety and security for our participants is our number one priority and we cannot do this alone without your help. The Oroville Hmong New Year Festival is one of the largest annual events held in the city of Oroville and has been for many years, drawing thousands of people from the surrounding cities as well as from out of state. Therefore, we would like to ask for your leadership and support to waive the Oroville Police Department's fee for providing the security and services to the Oroville Hmong New Year Festival. We sincerely hope that the City of Oroville and its Hmong citizens can work together to make this event successful.

Should you have any question regarding this letter, I can be reached at (530) 353-0635. Thank you in advance for your support and consideration.

Sincerely,

Por Yang (xynvah Chu),
Chair/Event Coordinator

CC: Mayor Linda Dahlmeier, Vice-mayor Janet Godson, Council member Art Hatley, Council member Jack Berry, Council member Marlene Del Rosario, Council member Scott Thomson, and Council member Linda Draper

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, ASSISTANT CITY ADMINISTRATOR

RE: REVIEW FINAL DRAFT NOTICE OF FUNDS AVAILABLE FOR ART IN PUBLIC PLACES / OROVILLE BEAUTIFICATION AND AUTHORIZE RELEASE OF NOTICE OF FUNDING

DATE: SEPTEMBER 18, 2018

SUMMARY

The Council may provide direction on the updated final draft Notice of Funds Available for the Art in Public Places/Beautification funding under Ordinance No. 1798, Section II, Chapter 26, §17.08.135.

BACKGROUND

On August 20, 2013, the City Council approved Ordinance No. 1798, Section II, Chapter 26, §17.08.135, authorizing the City to establish an Art in Public Places / Oroville Beautification policy requiring all new non-residential development projects to install public art equal to one percent (1%) of the estimated construction cost or contribute an in-lieu fee equivalent to (1%) of the construction cost to the Art in Public Places / Oroville Beautification Fund. The Art in Public Places / Oroville Beautification account has received some in-lieu funding with the recent development of projects. The Arts Commission determine a project concept that fits within the parameters of the Art in Public Places / Oroville Beautification program and develop a Notice of Funding Available (NOFA) application.

On September 11, 2018, at special meeting, of the Arts Commission, the final draft of the Oroville Arts & Downtown Beautification NOFA was discussed, minor edits were made, and the Arts Commission is recommending the Council approve of the Oroville Arts & Downtown Beautification NOFA.

FISCAL IMPACT - None

RECOMMENDATIONS

Provide direction as needed.

ATTACHMENT

Updated Final Draft of the Oroville Arts & Downtown Beautification NOFA



Oroville Arts
Commission

OROVILLE ARTS & DOWNTOWN
BEAUTIFICATION
REQUEST FOR PROPOSAL
(RFP)

2018 GRANT GUIDELINES & APPLICATION



**CITY OF OROVILLE
OROVILLE ARTS COMMISSION**

**Date of Release:
October 1, 2018**

FUNDING PROVIDED BY

PUBLIC ART / OROVILLE BEAUTIFICATION REQUIREMENT
ORDINANCE NO. 1798, APPROVED BY CITY COUNCIL ON AUGUST 20, 2013

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CONTACT INFORMATION

City of Oroville
Community Development Department
Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965

If you have any questions, please contact:

Cecilia Carmona
Administrative Assistant
Phone: (530) 538-2535
Email: ccarmona@cityoforoville.org
Website: www.cityoforoville.org

The Oroville Arts Commission will hold a grant application workshop to explain the application process and program requirements.

The Recommended workshop will be held on:



MONDAY, October 15, 2018, FROM 3:00 P.M. UNTIL 4:00 P.M.
(ATTENDANCE FOR THE DURATION OF THE WORKSHOP IS REQUESTED)

City of Oroville, City Council Chambers
1735 Montgomery Street, Oroville, CA 95965

Please RSVP to: (530) 538-2535 or email at ccarmona@cityoforoville.org
NO LATER THAN: October 10, 2018

SEND COMPLETED APPLICATIONS BY
4:00 P.M. (PST) FRIDAY, NOVEMBER 9, 2018
TO:

City of Oroville
Community Development Department
Fund Administrator
Attention: Cecilia Carmona, Administrative Assistant
1735 Montgomery Street
Oroville, Ca 95965

FAXED OR EMAILED COPIES WILL NOT BE ACCEPTED
2018 NOFA LEGAL ANNOUNCEMENT

I. REQUEST FOR PROPOSAL (RFP)

The Request for Proposal (RFP) is issued by the Oroville Arts Commission and the City of Oroville (City), acting to select a capable and qualified artist to help us meet the needs of our Oroville Beautification goals and community involvement plans.

II. NOTICE OF FUNDS AVAIABLE (NOFA) DETAILS

- a. Application duration: **30-days from date of release**
(October 1, 2018 – November 9, 2018)
- b. Funding amount: **\$30,000**
 - A. May be distributed to fund multiple eligible projects
- c. **Project Location:** **Downtown Historic District** (map, pg. 30)
 - A. Private Property: must submit approval letter from property owner acknowledging permanent placement, responsibility for custody, protection, and maintenance of property of art piece. (see Appendix E for sample letter and Art Maintenance Agreement)
- d. Recommended Workshop: **Attendance is encouraged**

III. INTENT OF THE DOWNTOWN OROVILLE BEAUTIFICATION PROJECT

The purpose is to expand the opportunities for citizens and visitors of the City of Oroville to experience public art and other projects resulting from the creative expression of its visual artists in public places throughout the City. The Public Art / Oroville Beautification Ordinance No. 1798, was established to direct the inclusion of works of art in new non-residential development projects and establishing a fund used solely for the creation, purchase, installation, security and maintenance of art in public spaces throughout the city.

IV. GENERAL REQUIREMENTS

The ideal respondent will have knowledge of the Oroville community, history, and culture. The creator of public art shall be an artist, defined as a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by

the Arts Commission. Public art shall be displayed in a manner that will enhance its enjoyment by the general public.

All amounts collected from the in-lieu fee shall be placed in said Beautification Fund and expended by the City Administrator or his/her designee solely for the costs associated with projects that result in the creation, purchase, installation, security or maintenance of art in public spaces that include but are not limited to paintings, mural decorations, inscriptions, stained glass, statues, reliefs or other sculptures, monuments, fountains, arches, or other structures intended for ornament or commemoration, carvings, frescoes, mosaics, or drawings. Furnishing or fixtures affixed to the building or its grounds, including architectural features of the building or landscaping that have been uniquely enhanced to be visually appealing, may qualify as art. Works of art will be permanent.

V. SUBMITTAL REQUIREMENTS

The City of Oroville and the Oroville Arts Commission reserves the right to reject any and all proposals submitted, to request clarification of services submitted, to request additional information from competitors, and to waive any irregularity in the proposal and review process. The applicant must submit the following information:

1. Project Application Submittal

Note: Project elements should be presented in a clear and consistent manner, throughout the application, including scope, timeline, and cost estimates.

The Grant Application is comprised of the following sections:

- A. Applicant Information
- B. Description of Project
- C. Project Cost Estimate (with cost breakdown by phase)
- D. Timeline to Complete the Project (by phases)
- E. Drawings/Renderings of Project to Scale (with incorporation of security device as necessary)
- F. Consistency with Arts Commission Goals
- G. Project Selection Criteria
- H. Ownership & Maintenance of Art
- I. Applicant Acknowledgement and Signature

The complete application is in Appendix C, pages 11 – 18. A printable copy of the application is available at www.cityoforoville.org , Government / Boards, Committees, Commissions, etc. / Arts Commission for information and forms. If

using additional pages to complete the application, please use the appropriate titles (on each page) as listed above.

2. Arts Commission Review of Applicant's Project (Screening Process)

The next step involves a technical review of the submitted application considering basic Project Submittal Requirements, Arts Commission Goals and Objectives, and a set of Screening Criteria. On the basis of these considerations, a decision would be made whether or not an application meets minimum requirements. If not, the application would be respectfully rejected. This Initial Screening Process will eliminate projects that lack merit given the seven following considerations:

- 1) Conceptual compatibility of the design with the exact location within the site;
- 2) Appropriateness of the design to the function of the site;
- 3) Compatibility of the design and location within a unified design character or historical character of the site;
- 4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
- 5) Preservation and integration of natural features with the project;
- 6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
- 7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community;

An applicant whose Project Concept application does not meet the Initial Screening Criteria has the right to appeal to the Arts Commission, based upon appeal procedures established by the Arts Commission. (see Appendix D, page 19)

3. Staff Assembly and Submittal of Proposed Projects

City of Oroville staff is available for direction to ensure applications are complete and ready for consideration. City of Oroville staff will assemble all project proposals together and prepare packages for the Arts Commission review.

4. Arts Commission Project Selection Process

The Arts Commission will individually be provided a copy of the application, and related attachments, thirty (30) days prior to the applications presentation at a Public Meeting. This provides time for the Arts Commissioners to review the request and formulate questions that they might have.

5. *Timeline Following Arts Commission Screening Process*

- a. The Arts Commission selects those applicants that fall within the scope of the project NOFA to move forward for final consideration.
 - i. 15 Day Appeal process begins.
- b. **No Appeals Received:** Final project application selection announced at the next regularly scheduled Arts Commission meeting (approximately 30 days).
- c.
 - i. **Appeal(s) Received:** Appeals will be heard and considered by the Arts Commission at the next regularly scheduled Arts Commission meeting (approximately 30 days). Final project selection will be announced at the following regularly scheduled Arts Commission meeting (approximately 30 days).
 - ii. Should an applicant not be satisfied with the Arts Commissions denial of their project application appeal, the applicant may request to be heard by the Executive Committee.
- d. Project Application awarded.

APPENDICES

Appendix A: Ordinance No. 1798 Public Art / Oroville Beautification

Appendix B: Accounting and Audit Requirements

Appendix C: Project Application Form

Appendix D: Appeal Process

Appendix E: Property owner letter and Art Maintenance Agreement (examples)

Appendix A

ORDINANCE NO. 1798 PUBLIC ART / OROVILLE BEAUTIFICATION

NOTE: The City Council approved the attached Ordinance No. 1798 Public Art / Oroville Beautification on August 20, 2013.

(See attached Ordinance No. 1798, pg. 24)

Appendix B

ACCOUNTING AND AUDIT REQUIREMENTS GRANT ADMINISTRATION

A. ACCOUNTING REQUIREMENTS

The Grantee must maintain an accounting system that:

- Accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, canceled checks, etc.
- Provides accounting data so the total cost of each individual project can be readily determined.

B. RECORDS RETENTION

Project records must be retained for a period of three (3) years after final payment is made by the Fund Administrator. All project records must be retained by the Grantee at least one (1) year following an audit. Grantees are required to keep source documents for all expenditures related to each grant for at least three (3) years following project completion and one (1) year following an audit. A Project is considered complete upon receipt of final grant payment from the Fund Administrator.

C. PAYMENT OF GRANT FUNDS

Add a stipend??

Approved grants require a fully executed Grant Agreement between the Fund Administrator (City of Oroville) and the Grantee. The City of Oroville will provide reimbursement for costs of an approved Grant Agreement as stipulated. All payments are paid on a reimbursable basis. Grantee's will submit an invoice with appropriate proof of payment (canceled checks, etc.) The Fund Administrator will verify submittals. Once funds are received by the Fund Administrator the Grantee will be issued a check.

D. SITE VISITS

The Fund Administrator, or designee, and an assigned Arts Commissioner will make periodic visits to each Project site, including a final inspection of the site. The Fund Administrator, or designee, will determine if the work is consistent with the approved Public Art / Downtown Beautification Project Scope and ensure compliance with signage requirements that identify the project as a Public Art / Beautification Grant.

E. LOSS OF FUNDING

The following are examples of actions (some or all may apply) that may result in the Grantee's loss of funding.

- Grantee fails to sign the Grant Contract within the thirty-day time period as specified in the Grant Contract.
- Grantee withdraws from the grant program.
- Grantee fails to complete the funded Project within the agreed upon time frame.
- Grantee fails to submit all documentation within the time periods specified in the Grant Agreement.
- Grantee is unable to acquire any required permits.
- Grantee changes Project Scope, without prior approval from the Arts Commission.

If loss of funding occurs the grantee must return any advanced funds, plus accrued interest (at the current saving rate offered by banks) to the City of Oroville.

FOR INTERNAL USE ONLY	
DATE RECEIVED:	
RECEIVED BY:	

**APPENDIX C:
PROJECT APPLICATION FORM**



**Oroville Arts Commission
2018 Project Application Form
OROVILLE ARTS & DOWNTOWN BEAUTIFICATION**

Estimated Project Cost: \$ _____

NOTE: Please complete all requested information. If the question is not applicable to your request, enter N/A. If additional space is required, please attach additional pages using the format at the end of this application.

A. Applicant Information

1. Name of Applicant and Associated Entity (if any) Legal status

2. Contact Information

a. Mailing address:

b. Telephone, Voice Mail, E-mail Contact Information

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Authorized Signature **Date**

Name and Title (Please type or print)

B. Description of Project

(Briefly summarize the proposed art/beautification and its adherence to the seven project selection criteria, and the project benefit if the grant is approved)

Project Location (address): _____

**** Attach site map showing exact location of project***

C. Cost Estimate / Timeline

(Provide a cost breakdown of the project. If the project will be completed in phases, please break down the cost by phase; including a final estimate of time and cost. Expand on what each phase will entail.

(Please consider site preparation in timeline and cost breakdown.)

Phase	Description	Estimated Completion Date	Phase Cost

D. Drawings / Renderings of proposed project

(Please draw to scale. Attach if necessary)

F. Consistency with Arts Commission Goals: (if not applicable to your request enter N/A)

Please indicate whether the request is consistent with any of the following Arts Commission Goals. **(Please mark all that apply)**

<input type="checkbox"/>	Provides opportunities for the artistic and cultural development of citizens of Oroville.
<input type="checkbox"/>	Facilitate the education of all citizens in the development of their creative skills and an appreciation for the arts
<input type="checkbox"/>	Support the development of artists and the access and exposure to the community.
<input type="checkbox"/>	Consider integrating artists and other design professionals into the planning, design, building, and development of Oroville in order to achieve the highest standards of design for the city.
<input type="checkbox"/>	Support diversity in the arts
<input type="checkbox"/>	Support a program of "Art in Public Places" as an important component in the revitalization into a thriving, pedestrian friendly downtown.
<input type="checkbox"/>	Promote and support the development of long term fiscal strategies to assist local arts organizations in maintaining their stature and contribution to the quality.

G. PROJECT SELECTION CRITERIA

- 1) Conceptual compatibility of the design with the immediate environment of the site;
- 2) Appropriateness of the design to the function of the site;
- 3) Compatibility of the design and location within a unified design character or historical character of the site;
- 4) Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;
- 5) Preservation and integration of natural features with the project;
- 6) Appropriateness of the materials, textures, colors, and design to the expression of the design concept;
- 7) Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to insure a variety of style, design, and media throughout the community that will be representative of the eclectic tastes of the community.

H. Ownership & Maintenance of Art

(To be completed by property owner)

Title to all public art required by and installed pursuant to this section of Per CITY Code §17.08.135(G) on private property shall be vested in the owner and pass to the successive owners of the development project. Each successive owner shall be responsible for the custody, protection and maintenance of such works of art. Public art installed on public property is owned by the City of Oroville and maintenance, removal or protection is the responsibility of the City.

For any works of art installed on private property, the owner(s) of the property shall be required to enter into a written agreement for the maintenance of the artwork. The agreement shall be in a form approved by the City Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The agreement shall be binding upon the property owner(s) and any successors in interest. (example agreement attached as Appendix F)

I hereby authorize _____, applicant of the Oroville Arts & Downtown Beautification Program, to create and install a piece of art upon award and acceptance of the Oroville Arts & Downtown Beautification Program grant funding. I further agree, as the property owner, to be responsible for the custody, protection and maintenance of such works of art for the period of time agreed upon between myself and the Arts Commission.

Address of proposed art project

Property Owners, Signature

Date

Property Owners, Print Name

**SEND COMPLETED APPLICATIONS BY
4:00 P.M. PST, FRIDAY, NOVEMBER 9, 2018**

TO:

City of Oroville
Arts Commission
Bill LaGrone Fund Administrator
1735 Montgomery Street
Oroville, Ca 95965



FAXED OR ELECTRONIC COPIES WILL NOT BE ACCEPTED

City of Oroville USE ONLY

Date Received: _____

How Received: _____

Has the applicant provided all information requested in the Preliminary Application?

___ Yes ___ No

Notes:

Record of follow-up:

Date: _____

Issue: Discussed: _____

Date: _____

Issue: Discussed: _____

COPY THIS PAGE TO INSERT ADDITIONAL INFORMATION THAT IS EXPANDED BEYOND THE SPACE PROVIDED.

HEADING: _____

Additional information from page # _____

Appendix D

The 2018 NOFA Appeal Process

As part of the Oroville Arts & Downtown Beautification Program the Oroville Arts Commission established a standardized appeal process for applicants that do not meet the initial screening process. The 2018 NOFA Application combines the initial screening process and formal application into one process. The following details the approved 2018 Appeal Process:

A. Appeals to City Council.

1. If the applicant or any other person is dissatisfied with Arts Commission action, he or she may appeal, in writing, to the Executive Committee within 15 days after the action. If no appeal is filed, the Arts Commission's action shall be final.
2. Within 45 days of the filing of an appeal, the Executive Committee consider the action taken by the Arts Commission and the appeal of that action. The Executive Committee shall render its decision within 30 days of the public hearing, and it shall provide immediate verbal notice of this decision. The decision shall be final.

B. Form of Appeals. All appeals shall be submitted in a form established by the zoning administrator, accompanied by a fee established by resolution of the city council. (Ord. 1749 § 4; Ord. 1790 § 2)

Responses to denial letters must be sent, in writing, to:

**City of Oroville
Community Development Department
Fund Administrator
Attention: Cecilia Carmona, Administrative Assistant
1735 Montgomery Street
Oroville, CA 95965**

Appendix E

"No Fee Required"
(Govt. Code Sec 6103 & 27383)
Recorded for the benefit of
City of Oroville

Authorized Representation
AFTER RECORDING RETURN TO:

**CITY OF OROVILLE
CITY CLERK'S OFFICE
1735 MONTGOMERY STREET
OROVILLE, CA 95965-4897**

EXAMPLE

(SPACE ABOVE FOR RECORDER'S USE)

APN:

Address:

CITY OF OROVILLE OROVILLE ARTS & DOWNTOWN BEAUTIFICATION INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this XX day of [Month] 2018, between [Property Owner's Name] hereinafter referred to as PROPERTY OWNER, add artist???, and the CITY OF OROVILLE, a Municipal Corporation, hereinafter referred to as CITY, for property, located at [Address].

RECITALS

THIS AGREEMENT is based upon the following facts:

1. PROPERTY OWNER is the owner of real property located at [Address] in the City of Oroville described in Exhibit "A" attached to this AGREEMENT and made a part of it by this reference.
2. ARTIST is the _____
3. Per CITY Code §17.08.135(G), for any works of art installed on private property, the PROPERTY OWNER shall be required to enter into a written AGREEMENT for the installation and maintenance of the artwork. The AGREEMENT shall be in a form approved by the CITY Attorney and Zoning Administrator and suitable for recordation with the Butte County recorder. The AGREEMENT shall be binding upon the PROPERTY OWNER and any successors in interest.
4. On [Meeting Date], the City of Oroville Arts Commission reviewed the proposed artwork and forwarded a recommendation to the Oroville City Council for approval.
5. On [Meeting Date], the Oroville City Council reviewed and approved the proposed artwork.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE. The purpose of this AGREEMENT is to assure that the ARTIST completes the placement of the art in accordance with the approval of the City Council, as specified in Exhibit “B”, and thereafter the PROPERTY OWNER shall maintain and care for the artwork.
2. PROPERTY SUBJECT TO AGREEMENT. The property subject to this AGREEMENT is described in Exhibit “A” attached to this AGREEMENT and incorporated in it by this reference: APN: **(XXX-XXX-XXX)**.
3. DUTY TO INSTALL AND MAINTAIN ARTWORK. ARTIST agrees to complete the installation of the CITY approved artwork. The ARTIST and the PROPERTY OWNER shall diligently maintain and care for the artwork which they install under this AGREEMENT, using generally accepted methods of placement and care. PROPERTY OWNER and/or ARTIST shall maintain that standard of care necessary to prevent the artwork from deteriorating to the extent that its value as artwork is destroyed.
4. CITY MAY MAINTAIN ARTWORK. PROPERTY OWNER agrees that if they fail to meet the standard of maintenance necessary to keep the artwork in a properly maintained condition, CITY will give written notice of the deficiency to the PROPERTY OWNER, who shall have twenty (20) days to make the necessary correction and, if the correction is not made within twenty (20) days, CITY may elect to take the steps necessary to assure that the artwork is maintained and cared for. To do this, CITY shall serve a notice to the PROPERTY OWNER of its intent to enter the premises for this purpose. CITY shall either personally serve the notice to PROPERTY OWNER or mail a copy of it by certified mail to the PROPERTY OWNER’S address, as shown in paragraph 7 below, at least fifteen (15) days in advance of the date CITY intends to enter the premises.
5. CITY’S COST OF MAINTAINING A LIEN. If the CITY incurs costs in restoring or maintaining the artwork after following the procedure set forth in Paragraph 4 above, CITY shall make demand upon PROPERTY OWNER for payment. If PROPERTY OWNER fails to pay the costs incurred by CITY within thirty (30) days of the date demand was made, CITY may impose a lien upon the real property described in Exhibit “A” by recording a notice that CITY has incurred expenses under the terms of this AGREEMENT with the County Recorder of Butte County. Such notice shall state the fact that CITY has incurred costs under the terms of this AGREEMENT and shall state the amount, together with the fact that it is unpaid and draws interest at the rate of 7% (percent) a year until paid.
6. ADDITIONAL REMEDIES. CITY may, as an alternative to the lien procedure, set forth in Paragraph 5 above, bring legal action to collect the sums due as the result of making expenditures for restoration and maintenance of artwork. PROPERTY OWNER agrees to pay CITY a reasonable sum of attorney fees and court costs, together with interest from the date which is thirty (30) days after CITY has given its notice under Paragraph 5 above.

- d. If there is more than one signer of this AGREEMENT as PROPERTY OWNER(S), their obligations are joint and several.
 - e. The obligations upon the PROPERTY OWNER(S) signing this AGREEMENT terminate personally as to them when they convey their interest in the property and files for record with the County Recorder a copy of assignment to this AGREEMENT. In this case, the new PROPERTY OWNER(S) takes title subject to the requirements of this AGREEMENT.
 - f. If the installation of the work of art is delayed by adverse weather conditions, or any other cause beyond the PROPERTY OWNER'S reasonable control, then the installation date shall be extended for such reasonable time as agreed upon by all parties to this AGREEMENT.
 - g. PROPERTY OWNER agrees to comply with all federal and state laws, and local ordinances that pertain to the creation and installation of the artwork.
 - h. In the event of litigation relating to this AGREEMENT, the prevailing party shall be entitled to receive attorney's fees from the losing party.
10. AGREEMENT ATTACHED TO THE LAND. This AGREEMENT pertains to and runs with the real property described in Exhibit "A". This AGREEMENT binds the successors in interest of each of the parties to such real property.

CITY OF OROVILLE: BY: /s/ _____
 Bill LaGrone, Assistant City Administrator

DATE: _____

PROPERTY OWNER: BY: /s/ _____

PRINTED NAME: _____

PROPERTY OWNER: BY: /s/ _____

PRINTED NAME: _____

A Public Notary must acknowledge PROPERTY OWNERS' and CITY'S signatures. If PROPERTY OWNER is a corporation, partnership, or other business entity, the Notary must acknowledge the signature as well as the person's relationship to the business.

EXHIBIT "A"

A LEGAL DESCRIPTION OF SAID PROPERTY MUST ACCOMPANY THIS AGREEMENT AS EXHIBIT "A" PRIOR TO RECORDATION (PROVIDED BY PROPERTY OWNER)

EXHIBIT "B"

THIS AGREEMENT SHALL ACCOMPANY THE OROVILLE ARTS & BEAUTIFICATION APPLICATION THAT CONTAINS A DETAILED DESCRIPTION OF THE ARTWORK, INCLUDING DRAWINGS WITH DIMENSIONS, DESCRIPTION OF MATERIALS, AND CONSIDERATIONS FOR LONGEVITY, CONSERVATION AND MAINTENANCE AS APPROVED BY THE CITY COUNCIL MUST ACCOMPANY THIS AGREEMENT

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, ASSISTANT CITY ADMINISTRATOR

**RE: SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) –
WYANDOTTE CREEK JOINT POWER AGREEMENT**

DATE: SEPTEMBER 18, 2018

SUMMARY

The Council may consider adopting this agreement and authorize staff to formally rescind Oroville as a GSA in the Wyandotte Creek sub-basin.

DISCUSSION

On January 1, 2015, the Sustainable Groundwater Management Act (SGMA) went into effect. SGMA provides local public agencies with land use, water management or water supply the opportunity to be Groundwater Sustainability Agencies (GSA) with the responsibility of developing and implementing Groundwater Sustainability Plans (GSPs). GSPs must evaluate the sustainability of the basin and identify projects and actions that will be implemented in order to achieve sustainability over a 20-year period. Each sub-basin must be covered by one or more GSPs by January 30, 2022. SGMA allows for more than one GSP for each sub-basin, subject to Coordination Agreements and other requirements. Failure to meet the deadline would subject the sub-basin to intervention by the State Water Resources Control Board.

The Wyandotte Creek sub-basin, as depicted in the proposed basin boundary modification, overlies Butte County and is subject to SGMA. All of the GSAs in the Wyandotte Creek sub-basin (Butte County, the City of Oroville and Thermalito Water and Sewer District) have committed to work toward developing and submitting a single GSP. To achieve this goal Butte County, and the other GSAs, participated in a facilitated public process with stakeholders in the Wyandotte Creek sub-basin to draft the Wyandotte Creek Joint Powers Agreement (Agreement).

The purpose of the Wyandotte Creek Joint Powers Agreement is to create a new agency, the Wyandotte Creek GSA.

The purpose of the Wyandotte Creek GSA is to develop, adopt, and implement a GSP for the Wyandotte Creek sub-basin in order to implement SGMA requirements and achieve the sustainability goals; and involve the public and sub-basin stakeholders through outreach and engagement in developing and implementing the GSP. Under the terms of the Agreement, Butte County, the City of Oroville and Thermalito Water and Sewer District will rescind their individual GSA status to form the Wyandotte Creek GSA.

The Wyandotte Creek GSA would be a Joint Powers Agency (JPA) covering the entire Wyandotte Creek sub-basin and assuming all the SGMA authorities. Although the local agencies will rescind their individual GSA status, they will retain their existing authorities (i.e., Butte County retains its land use, well permitting and police powers). The creation of the Wyandotte Creek GSA brings consistency in planning and programs and provides an avenue for non-public agency involvement on the Wyandotte Creek GSA Board and advisory committee. At the heart of the Agreement is the focus to maximize local input and decision-making and to address the different water demands and sustainability considerations in the municipal and rural areas of the Wyandotte Creek sub-basin.

The Wyandotte Creek GSA Board will serve the policy-making role for SGMA implementation in the Wyandotte Creek sub-basin. All GSA Board meetings are subject to the Brown Act and will be noticed and open to the public. The GSA Board will be composed of 5 seats, each with equal and full voting rights, including:

1. Butte County- 1 seat (Member Agency)
2. City of Oroville - 1 seat (Member Agency)
3. Thermalito Water and Sewer District – 1 seat (Member Agency)
4. Agricultural groundwater user - 1 seat (Wyandotte Creek GSA Board Appointed Stakeholder)
5. Domestic well user (non-agricultural) - 1 seat (Wyandotte Creek GSA Board Appointed Stakeholder)

Wyandotte Creek GSA Board members serve four-year terms without term limits. Each Board member would have an alternate. All Board members (i.e., Member Agency and Stakeholder members) must live and/or work for an entity in the Wyandotte Creek Sub-basin. The Member Agency Board members (Butte County, City of Oroville and Thermalito Water and Sewer District) must be elected officials and appointed by the respective Member Agencies' governing bodies.

The Wyandotte Creek GSA Board appointed stakeholder member seats must meet the following criteria:

- Reside in the basin
- Must not be party to any litigation against the Wyandotte Creek GSA or any of its Member Agencies
- For agricultural groundwater user:
 - Must own or lease real property in active commercial agricultural production whose operation overlies the Wyandotte Creek sub-basin or be an employee of a commercial agricultural production operation overlying the Wyandotte Creek sub-basin
 - Must extract groundwater from the sub-basin for the irrigation/frost protection in commercial operation
- For non-agricultural domestic well user criteria: must extract groundwater overlying the Wyandotte Creek sub-basin for domestic use only.

Appointment and Removal of Stakeholder JPA Board Members (primary and alternates):

- Non-agricultural domestic well user and the agricultural groundwater user members and alternates will be appointed by the Wyandotte Creek GSA Board through an open application process
- Stakeholder Agency members may only be removed from the Wyandotte Creek GSA Board if they fail to attend three consecutive meetings or no longer meet the criteria, as identified in the JPA.

If other eligible local agencies are formed in the future, the Agreement has a provision to allow them to join. A Member Agency may, in its sole discretion, withdraw from the Agreement, effective 60 days after written notice to the Wyandotte Creek GSA Board. In such an event, the Wyandotte Creek GSA Board and its remaining Members will not object to or interfere with the withdrawing Member Agency's desire to become a GSA, will facilitate such a transition to the extent necessary and will withdraw from management of that portion of the sub-basin and so notify DWR.

The JPA Agreement may be terminated and the Agreement dissolved by a unanimous vote of the Member Agencies. Upon withdrawal or termination of the Agreement, the withdrawing Member Agencies retain all rights and powers to become or otherwise participate as a GSA for lands within its jurisdiction.

The Wyandotte Creek GSA Board will possess the ability to exercise those powers specifically granted by the Joint Powers Act and SGMA. The Wyandotte Creek GSA Board will aspire to seek consensus. However, the work of the Wyandotte Creek GSA Board must be timely and efficient. Therefore, “consensus-seeking” represents an approach through which the Wyandotte Creek GSA Board will make a robust, reasonable attempt to reach consensus (the duration of which will be decided by the Wyandotte Creek GSA Board). If the Wyandotte Creek GSA Board cannot reach consensus, the Wyandotte Creek GSA Board defaults to the following voting structure.

- **Quorum:** A majority of the members of the Wyandotte Creek GSA Board members shall constitute a quorum for purposes of transacting business.
- **Director Votes:** Each member of the Wyandotte Creek GSA Board shall have one vote.
- **Supermajority Voting Requirement (4 affirmative votes) for the following:**
 1. Bylaws adoption, modification or alteration
 2. GSP adoption, modification, alteration
 3. Adoption of assessment, charges and fees
 4. Adoptions of regulations and ordinances
 5. Adoption or modification of annual budget, including capital projects
 6. Property acquisition (excepting rights of way)
 7. Removal of Advisory Committee Members
 8. Modifications to the composition and number of Advisory Committee Members
 9. Removal of stakeholder board seats as is consistent with the Agreement

The Wyandotte Creek GSA Board and all of its Member Agencies confirm that that Wyandotte Creek GSA Board will not have the authority to limit or interfere with the respective Member Agency’s rights and authorities over their own internal matters, including, but not limited to, legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters.

The Member Agencies make no commitments by entering into the Agreement to share or otherwise contribute their water supply assets as part of the development or implementation of a GSP.

Nothing in the Agreement is intended to modify or limit a Member Agency's police powers, land use authorities, or any other authority.

Each Member Agency shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

No Member Agency shall be under the control of or shall be deemed to control any other GSA.

No Member Agency shall be precluded from independently pursuing any of the activities contemplated in the Agreement.

No Member Agency shall be the agent or have the right or power to bind any other Member Agency.

The Member Agencies further intend to cooperate to obtain consulting, administrative and management services needed to efficiently develop a GSP and to identify mechanisms for the management and funding commitments reasonably anticipated to be necessary for the purposes of this Agreement.

Each Member Agency (Butte County, City of Oroville and Thermalito Water and Sewer District) would designate a staff person (in-kind support) to participate on the Wyandotte Creek GSA Management Committee. The Management Committee will receive direction from the Wyandotte Creek GSA Board, make recommendations and generate staff reports and proposals to the Wyandotte Creek GSA Board. The Management Committee staffs the Advisory Committee and reports to the Wyandotte Creek GSA Board recommendations and actions from the Advisory Committee. The Management Committee assures that staff and other resources are provided to prepare and implement the GSP and administer the governance for the Wyandotte Creek GSA.

The Wyandotte Creek GSA will not have any employees. However, the Wyandotte Creek GSA will have the power to employ consultants to fulfill the objectives and purposes of SGMA and complete a GSP.

Technical Coordination: Butte County will take the lead in developing technical aspects of the GSP including contracting for professional services in coordination with the Management Committee and the Wyandotte Creek GSA Board.

Ad Hoc Technical Working Groups: The Management Committee may form ad hoc technical working groups to provide input on technical matters pertaining to the GSP.

Administration: Preparation of the Wyandotte Creek GSP and carrying out governance will require various administrative activities such as meeting management, website development and maintenance, public outreach and communication. The Management Committee will evaluate the required administrative actions and mutually agree on in-kind support by Member Agencies, as needed.

The Advisory Committee represents diverse stakeholder interests and provides input and recommendations to the governing body on GSA policies and GSP development and implementation. At-large members are appointed by the Wyandotte Creek GSA Board. Initially, there will be ten (10) Advisory Committee members that include:

- Cal Water (1)
- Tribal representative(s)
- South Feather Water and Power (1)
- At-large agricultural water users (3)
 - at-large agricultural groundwater user (2)
 - GPAC member (1) - In the event no GPAC representative is available, the seat will be selected through an open solicitation process
- At-large domestic well users (2)
- At-large environmental (1)
- At-large business (1)

The Wyandotte Creek GSA Board will appoint at-large members to fill Advisory Committee seats. Interested individuals from the community or organizations may apply to the Wyandotte Creek GSA Board, designating in the application the seat that the applicant would intend to fill. At-large members must live, farm or be employed by a firm operating in the Wyandotte Creek sub-basin. The Wyandotte Creek GSA Board encourages candidates with experience and familiarity with groundwater and its management.

Pursuant to Wyandotte Creek GSA Board direction, the Management Committee will develop the annual work plan and schedule for Advisory Committee meetings. The Advisory Committee will adopt a charter describing their purpose, operating principles and ground rules that will be confirmed by the Wyandotte Creek GSA Board.

To inform the Wyandotte Creek GSA Board and assist in decision-making, the Advisory Committee will provide written recommendations that will be included in Management Committee reports. The recommendations will identify areas of agreement and disagreement. The Advisory Committee will strive for consensus when possible, but reaching consensus is not necessary. Consensus means that everyone can at least “live with” the recommendation. When unable to reach consensus on recommendations, the Advisory Committee will outline the areas in which it does not agree, providing some explanation to inform the Wyandotte Creek GSA Board decision-making. The Wyandotte Creek GSA Board will consider Advisory Committee recommendations when making decisions. If that Board does not agree with the recommendations of the Advisory Committee, the Wyandotte Creek GSA Board shall state the reasons for its decision. The Advisory Committee will be staffed by a member of one of the Member Agencies. All Advisory Committee meetings are subject to the Brown Act and will be noticed and open to the public.

The development of the sustainable criteria and project components of the GSP will be conducted in localized areas referred to as Management Areas, analogous to the sub-inventory units utilized in the Butte County Basin Management Objective program. As is consistent with state regulations, a Management Area refers to an area within a basin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions. The GSP will separate each of the Management Areas into distinct “chapters” which will include a description of the Management Area the rationale for the approach and demonstrate it can be managed without causing undesirable results outside the Area. All chapters must be consistent with the sub-basin-wide sustainability goals. Upon recommendation of the Advisory Committee, the draft Management Area chapters will be submitted to the Wyandotte Creek GSA Board for inclusion in the GSP unless the chapters do not comply with SGMA or applicable regulations. Upon inclusion in the GSP, the Wyandotte Creek GSA Board would be responsible for implementation, reporting and enforcement.

Within the Wyandotte Creek sub-basin there will be two Management Areas. One Management Area will include the municipal areas that overly and are adjacent to the City of Oroville and Thermalito Water and Sewer District, the other Management Area overlies the rural areas south of Oroville.

FISCAL IMPACT

Resources to administer the Agreement and to develop and implement the GSP is expected to be met through existing in-kind staff support among the Member agencies and from the Proposition 1 GSP Grant. The Member Agencies are not obligated to commit funds to the Wyandotte Creek GSA, however, may provide in-kind support.

RECOMMENDATION

1. Adopt the Agreement and authorize the Mayor to sign
2. Authorize staff to formally rescind the City of Oroville as a GSA in the Wyandotte Creek sub-basin.

ATTACHMENTS

- A Wyandotte Creek JPA agreement

**JOINT EXERCISE OF POWERS AGREEMENT
ESTABLISHING THE WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY
AGENCY**

This JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) establishing the Wyandotte Creek Groundwater Sustainability Agency is made and entered into and effective upon the date when the last Member Agency signs this Agreement (“Effective Date”) by and among the public agencies listed on the attached Exhibit A (Members) for the purpose of forming a Groundwater Sustainability Agency (“GSA”) and achieving groundwater sustainability in the Wyandotte Creek Groundwater Subbasin (“Basin”).

Recitals

WHEREAS, in the fall of 2014, the California legislature adopted, and the Governor signed into law, three bills (SB 1168, AB 1739, and SB 1319) collectively referred to as the “Sustainable Groundwater Management Act” (“SGMA”), that initially became effective on January 1, 2015, and that has been amended from time-to-time thereafter; and

WHEREAS, the stated purpose of SGMA, as set forth in California Water Code section 10720.1, is to provide for the sustainable management of groundwater basins at a local level by providing local groundwater agencies with the authority, and technical and financial assistance necessary, to sustainably manage groundwater; and

WHEREAS, SGMA requires the designation of Groundwater Sustainability Agencies (“GSAs”) for the purpose of achieving groundwater sustainability through the adoption and implementation of Groundwater Sustainability Plans (“GSPs”) or an alternative plan for all medium and high priority basins as designated by the California Department of Water Resources (“DWR”); and

WHEREAS, Pursuant to Article 6.1 and 6.2 of this agreement, each Member is a local agency, as defined by SGMA (Division 2, Part 2.74 (commencing with §10720), Part 5 (commencing with §4999), Part 5.1 (commencing with §5100) and Part 5.2 (commencing with §5200) of the California Water Code Section *et seq.*; “SGMA”), duly organized and existing under and by virtue of the laws of the State of California, and each Member has water supply, water management or land use responsibilities within the Wyandotte Creek Subbasin, which is designated basin number 5-021.69 in the DWR Bulletin Number 118 (update 2016); and

WHEREAS, Section 10720.7 of SGMA requires all basins designated as high or medium priority basins by the Department of Water Resources (“DWR”) in its Bulletin 118 be managed under groundwater sustainability plans or coordinated groundwater sustainability plans pursuant to SGMA; and

WHEREAS, The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency; and

WHEREAS, in order to promote efficiency and sharing of resources, the Members, individually and collectively, encourage coordination; and

WHEREAS, the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code; the “Act”), authorizes two or more public agencies to, by agreement, jointly exercise any power held in common by agencies entering into such an agreement and to exercise additional powers granted under the Act; and

WHEREAS, based on the foregoing legal authority, the Members desire to create a joint powers agency for the purpose of taking all actions deemed necessary by the joint powers agency to ensure sustainable management of the Basin as required by SGMA; and

WHEREAS, the governing board of each Member has determined it to be in the Member’s best interest and in the public interest that this Agreement be executed;

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenant, and conditions set forth in this Agreement, the Members hereby agree as follows:

TERMS OF AGREEMENT

ARTICLE 1. DEFINITIONS

As used in this Agreement, unless context requires otherwise, the meanings of the terms set forth below shall be as follows:

1.1. “Act” means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2. “Agency” means the Wyandotte Creek Groundwater Sustainability Agency.

1.3. “Agreement” means this joint powers agreement, which creates the Wyandotte Creek Groundwater Sustainability Agency.

1.4. “Basin” means the Wyandotte Creek Subbasin, as shown on the map attached to this Agreement as Exhibit B, which is incorporated herein by this reference, as attached hereto and incorporated herein by this reference.

1.5. “Board of Directors” or “Board” means the governing body of the Agency as established by Article 7 of this Agreement.

1.6. “Board Member” or “Director” shall mean a member of the Agency’s Board of Directors.

1.7. “Committee” shall mean any committee established pursuant to Article 11 of this Agreement.

1.8. “Effective Date” means the date on which the last Member executes this Agreement.

1.9. “Fiscal Year” means July 1 through June 30.

1.10. “GSA” shall mean a groundwater sustainability agency.

1.11. “GSP” shall mean a groundwater sustainability plan.

1.12. “Management Area” refers to an area within a basin for which a GSP may identify different minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions. The GSP must describe each Management Area, including rationale for approach and demonstrate it can be managed without causing undesirable results out of the Area.

1.13. “Member” has the meaning assigned to it in the Preamble and further means each party to this Agreement that satisfies the requirements of section 6.1 of this Agreement, including any new members as may be authorized by the Board pursuant to Section 6.2 of this Agreement.

1.14. “Member Director” means a director or alternate director appointed by a Member pursuant to Article 7 of this Agreement.

1.15. “Member’s Governing Body” means the board of directors or other voting body that controls the individual public agencies that are Members.

1.16. “SGMA” has the meaning assigned to it in the first Recital of the Agreement.

1.17. “Special Project” means a project undertaken by some, but not all Members of the Agency, pursuant to Article 14 of this Agreement.

1.18. “Stakeholder Director” means a Director appointed pursuant to Article 7 that represents stakeholder interests.

1.19. “State” means the State of California.

1.20. “DWR” means the California Department of Water Resources.

ARTICLE 2. THE AGENCY

2.1. Upon the effective date of this Agreement, Wyandotte Creek Groundwater Sustainability Agency (“Agency”) is hereby created. Pursuant to the provisions of the Act, the Agency shall be a public agency separate from its Members.

2.2. The boundaries of the Agency shall be as shown on the map on Exhibit B, which is attached to this Agreement and incorporated herein by this reference. The boundary will reflect the most recent Bulletin 118 boundaries as they become available.

ARTICLE 3. PURPOSE OF THE AGENCY

3.1. The purpose of this Agreement is to create a joint powers agency (Agency) separate from its Members that elects to be the GSA for the entire Basin. The purpose of the Agency is to (a) develop, adopt, and implement a GSP for the Basin in order to implement

SGMA requirements and achieve the sustainability goals outlined in SGMA; and (b) involve the public and area stakeholders through outreach and engagement in developing and implementing the Wyandotte Creek Subbasin GSP.

ARTICLE 4. TERM

4.1. This Agreement shall become effective upon execution by each of the Parties and shall continue in full force and effect until terminated pursuant to the provisions of Article 17.

4.2. By execution hereof, each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of a common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code, commencing with section 6500 or other applicable law including but not limited to California Water Code § 10720.3(c).

ARTICLE 5. POWERS OF THE AGENCY

5.1 Powers. The Agency shall possess the ability to exercise those powers specifically granted by the Act and SGMA. Additionally, the Agency shall possess the ability to exercise the common powers of its Members related to the purposes of the Agency, including, but not limited to, the following:

- 5.1.1 To designate itself as the exclusive GSA for the Basin pursuant to SGMA.
- 5.1.2 To develop, adopt and implement a GSP for the Basin pursuant to SGMA.
- 5.1.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and adoption and implementation of a GSP for the Basin.
- 5.1.4 To adopt ordinances within the Basin consistent with the purpose of the Agency as necessary to implement the GSP and otherwise meeting the requirements of the SGMA.
- 5.1.6 To obtain legal, financial, accounting, technical, engineering, and other services needed to carry out the purposes of this Agreement.
- 5.1.7 To perform periodic reviews of the GSP including submittal of annual reports.
- 5.1.8 To require the registration and monitoring of wells within the Basin.
- 5.1.9 To issue revenue bonds or other appropriate public or private debt and incur debts, liabilities or obligations.
- 5.1.10 To exercise the powers permitted under Government Code section 6504 or any successor statute.

- 5.1.11 To levy taxes, assessments, charges and fees as provided in SGMA or otherwise provided by law.
- 5.1.12 To regulate and monitor groundwater extractions within the Basin as permitted by SGMA, provided that this Agreement does not extend to a Member's operation of its systems to distribute water once extracted or otherwise obtained, unless and to the extent required by other laws now in existence or as may otherwise be adopted.
- 5.1.13 To establish and administer projects and programs for the benefit of the Basin.
- 5.1.14 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, special districts, GSAs, public and private corporations of any kind (including without limitation, PUC regulated utilities and mutual water companies), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of powers of the Agency.
- 5.1.15 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency and to invest funds pursuant to California Government Code section 6509.5 or other applicable State Law.
- 5.1.16 To apply for and accept grants, contributions, donations and loans under any federal, state or local programs for assistance in development or implementing any of its projects or programs for the purposes of the Agency.
- 5.1.17 To acquire by negotiation, lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Members necessary to accomplish the purposes described herein.
- 5.1.18 To sue and be sued in the Agency's own name.
- 5.1.19 To exercise the common powers of its Members to develop, collect, provide and disseminate information that furthers the purposes of the Agency, including but not limited to the operation of the Agency and adoption and implementation of a Groundwater Sustainability Plan for the Basin, to the Members' legislative, administrative, and judicial bodies, as well as the public generally.
- 5.1.20 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

5.2 Preservation of Powers. The Agency and all of its Members confirm that nothing contained herein shall grant the Agency any power to:

5.2.1 Alter any water right, contract right, or any similar right held by its Members, or amend a Member's water delivery practice, course of dealing, or conduct without the express consent of the holder thereof.

5.2.2 Limit or interfere with the respective Members' rights and authorities over their own internal matters, including, but not limited to, a GSA's legal rights to surface water supplies and assets, groundwater supplies and assets, facilities, operations, water management and water supply matters.

5.2.3 Modify or limit a Member's police powers, land use authorities, well permitting or any other authority.

5.3 Coordination between Basins. In order to maintain consistency and the efficient use of resources, to the extent feasible, the Agency shall strive to coordinate between and among the other adjoining subbasins for administration, matters involving public communication and outreach, and for developing frameworks to support groundwater management, which may include agreement to certain areas of coordination, provided that the Agency retain its own authority and that such recommendations are ratified by the Board. The Agency may clarify and acknowledge coordination among the other GSAs through a document or agreement if deemed appropriate.

ARTICLE 6. MEMBERSHIP

6.1. Initial Members. The initial Members of the Agency shall be the County of Butte, City of Oroville, and Thermalito Water and Sewer District.

6.2. New Members. Additional Parties may join the Agency and become a Member provided that the prospective new member: (a) is eligible to join a GSA as provided by SGMA (Water Code §10723), (b) possesses powers common to all other Members, (c) pays all previously incurred costs, if any, (e) pays all applicable fees and charges, if any, and (f) receives unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all Members, including the additional public agency.

ARTICLE 7. AGENCY DIRECTORS AND OFFICERS

7.1. Formation of the Board of Directors. The Agency shall be governed and administered by a Board of Directors ("Board of Directors" or "Board") which is hereby established and which shall be composed of one (1) voting seat per Member. The governing board shall be known as the "Board of Directors of the Wyandotte Creek Groundwater Sustainability Agency." All voting power shall reside in the Board. The Board shall consist of the following representatives, who shall be appointed in the manner set forth in Section 7:

7.1.1. One (1) representative appointed by each Member's governing body, who shall hold a current position in the Member's governing body and be referred to as a "Member Director."

7.1.2. Two (2) Stakeholder Directors, one of which shall be representative of agricultural stakeholders and interests within the Basin and one of which shall be representative of domestic well user stakeholders and interests within the Basin. The two (2) Stakeholder Directors shall meet the following qualifications:

(a) One (1) Agricultural Stakeholder Director. The Agricultural Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board Members: (1.a) own/ lease real property in active commercial agricultural production overlying the Basin or (1.b) be an employee of a commercial agricultural production operation overlying the Basin involved with water use decisions and (2) the commercial agricultural production operation employing any Stakeholder Director must extract groundwater from the Basin for irrigation/frost protection. The Agricultural Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

(b) One (1) Non-Agricultural Domestic Well User Stakeholder Director. The Domestic Well User Stakeholder Director shall meet the following criteria, determined at the sole discretion of the Board Members: (1.a) own/ lease real residential property that is the stakeholder's primary residence overlying the Basin (2) extract from the Basin for domestic water use. The Domestic Well User Stakeholder may not be a party to any pending litigation against the Agency or any of its Members.

7.2. Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 5, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

7.3. Appointment of Directors. The Directors shall be appointed as follows:

7.3.1. Member Directors. Each Member Director must sit on the governing board of the Member agency and be appointed by that governing board by notification, which shall be transmitted to the Chair of the Agency following adoption by the Member.

7.3.2. Stakeholder Directors. The two (2) Stakeholder Directors shall be appointed as follows:

(a) Agricultural Stakeholder Director. The Directors shall select the Agricultural Stakeholder Director from a list of qualified nominees submitted to the Directors pursuant to an open application process specified in the Bylaws. The Directors shall consider the nominees at a regular meeting and shall appoint the Agricultural Stakeholder Director upon unanimous vote of all Directors.

(b) Domestic Well User Stakeholder Director. The Directors shall confirm the nomination for the Domestic Well User Stakeholder Director from a list of qualified nominees submitted to the Directors pursuant to an open application process specified in the Bylaws. The Directors shall consider the nominees at a regular meeting and shall appoint the Domestic Well User Stakeholder Director upon unanimous vote of all Directors.

7.4. Alternate Directors. Each Member shall also appoint one Alternate Director to the Board of Directors, and an Alternate Director shall be appointed for each Stakeholder Director. All Alternate Directors shall be appointed in the same manner as set forth in Section 7.3. Alternate Directors shall have no vote and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternate Directors are encouraged to attend all Board meetings and stay informed on current issues before the Board.

7.5. Terms of Office. The term of office for each member of the Agency's Board of Directors is four (4) years and may be reappointed. Each Member Director and Alternate Member Director of the Board of Directors shall serve at the pleasure of the appointing Member's Governing Body and may be removed from the Board of Directors by the appointing Members Governing Body at any time. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed to fill the unexpired term of the previous Board Member pursuant to this Article 7 and within ninety (90) days of the date that such position becomes vacant.

7.6. Removal of Board Members. A Board Member that no longer meets the qualifications set forth in section 7.1.1 is automatically removed from the Agency Board of Directors. Upon removal of a Director, the Alternate Director shall serve as a Director until a new Director is appointed. Members must submit any changes in Member Director or Alternate Member Director positions to the Chair in writing and signed by the Member. A Stakeholder Director may be removed for failure to attend three (3) consecutive meeting or as a result of no longer meeting the qualifications set forth in Article 7 of this Agreement.

7.7. Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 7.5. For Member Directors, a vacancy shall also occur when he or she is removed by his or her appointing Member. For Stakeholder Directors, a vacancy shall also occur when the Stakeholder Director is removed, as set forth in Section 7.6. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 7.4 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 7.4. Members shall submit any changes in Director or Alternate Director positions to the Chair by written notice signed by an authorized representative of the Member's governing body.

ARTICLE 8. AGENCY MEETINGS

8.1. Initial Meeting. The initial meeting of the Agency's Board of Directors shall be called by the County of Butte and held in the Board of Supervisor Chambers 25 County Center Drive, Oroville CA 95965, within 60 days of the effective date of this Agreement.

8.2. Time and Place. The Board of Directors shall provide in its adopted bylaws or by other means authorized or required by law for the time and place for holding regular meetings, at least annually, and at such other times as determined by the Board of Directors.

8.3. Conduct. All meetings of the Board shall be noticed, held, and conducted in accordance with the Ralph. M. Brown Act to the extent applicable. Board Members and Alternate Board Members may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws.

ARTICLE 9. BOARD OF DIRECTORS VOTING

9.1. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for purposes of transacting business.

9.2. Director Votes. Each member of the Board of Directors of the Agency shall have one (1) vote. With the exception of items in section 9.3 below, an affirmative vote by a majority of all Board Members is required to approve any item. The Board of Directors shall strive for consensus of all members on items.

9.3. Supermajority Voting Requirement. A supermajority vote requires an affirmative vote of four (4) or more Directors. Items that require a supermajority vote to pass consist of the following, which may be amended from time to time by the Board by a supermajority, or as may otherwise be required by this Agreement or by law:

1. Bylaws adoption, modification or alteration
2. GSP adoption, modification or alteration
3. Adoption of assessment, charges and fees
4. Adoption of regulations and ordinances
5. Adoption or modification of annual budget, including capital projects
6. Property acquisition (excepting rights of way)
7. Appointment of Treasurer, Administrator, Plan Manager or General Counsel subject to the provisions in Article 12.
8. Modifications to the composition, selection, and number or removal of Advisory Committee Members
9. Approval and/or amendments to the Advisory Committee Charter
10. Removal of Stakeholder Directors
11. Acceptance of Management Area chapters submitted by Member(s)
12. Establishment of new or modification to existing Management Areas
13. Development of the Management Area chapter and associated cost allocations to Members within such Management Area in the event of a failure by a Member(s) to develop a Management Area chapter for their respective portion of the subbasin.

ARTICLE 10. OFFICERS

10.1. Officers. The Board of Directors shall select a Chair and Vice-Chair and any other officers as determined necessary by the Board of Directors.

10.1.1. The Chair shall preside at all Board Meetings.

10.1.2. The Vice-Chair shall act in place of the Chair at meetings should the Chair be absent.

10.1.3. All Officers shall be chosen at the first Board of Directors meeting and serve a term for one (1) year. An Officer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Agency.

ARTICLE 11. COMMITTEE FORMATION

11.1 Management Committee. There shall be established by the Board of Directors a committee comprised of at least one (1) staff representative from each Member. The Management Committee shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall recommend agenda items, administer the Stakeholder Advisory Committee, establish and administer technical working groups, and bring staff reports to the Board of Directors.

11.2 Internal Committee Formation. There shall be established such internal committees as the Board of Directors shall determine from time to time. Each such internal committee shall be comprised of two (2) Directors, shall exist for the term specified in the action establishing the committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Agency.

11.3. Stakeholder Advisory Committee Formation. The Board of Directors shall establish an advisory committee comprised of diverse social, cultural, and economic elements of the population and area stakeholders within the Basin. The Board of Directors shall encourage the active involvement of the advisory committee(s) prior to and during the development and implementation of the GSP. The Stakeholder Advisory Committee is subject to the Ralph M. Brown Act. At-large members are appointed by the Wyandotte Creek GSA Board of Directors. The Stakeholder Advisory Committee will initially include:

1. South Feather Water and Power (1)
2. California Water Service-Oroville (1)
3. Tribal representative(s)
4. At-large agricultural water users (3)
5. At-large domestic well users (2)
6. At-large environmental representative (1)
7. At-large business association representative (1)

The Board of Directors may appoint other Interests of Beneficial Uses and Users of Groundwater (Water Code §10723.3) to the Stakeholder Advisory Committee.

The Board of Directors will ensure that at least one (1) member from the Management Committee administers advisory committee(s). The advisory committee shall meet as directed by the Board of Directors and as specified in Exhibit C, and shall make recommendations to the Board of Directors as requested.

11.4. Technical Working Groups. There may be established by the Management Committee technical working groups from time to time, the purpose of which shall be to provide advice to the Management Committee on issues of a technical nature related to the activities of the Agency. The Board of Directors will ensure that at least one (1) member from the Management Committee administers technical working groups.

ARTICLE 12. OPERATIONS AND MANAGEMENT

12.1 Administrator and Plan Manager

12.1.1 Administrator: The Board may appoint an Administrator, from time-to-time and when it deems appropriate. If appointed, the Administrator shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board in their bylaws or actions.

12.1.2 Plan Manager: The Board shall appoint a Plan Manager. The Administrator and Plan Manager may be the same individual. The Plan Manager shall serve at the pleasure of the Board of Directors and his/her duties and responsibilities shall be set forth by the Board.

12.2 Treasurer and Controller. The County of Butte shall act as treasurer and controller for the Agency. The controller of the Agency shall cause an independent audit of the Agency's finances to be made by a certified public accountant in compliance with California Government Code section 6505. The treasurer of the Agency shall be the depositor and shall have custody of all money of the Agency from whatever source. The controller of the Agency shall draw warrants and pay demands against the Agency when the demands have been approved by the Agency or any authorized representative pursuant to any delegation of Agency adopted by the Agency. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with section 6500) of Division 7 of Title 1 of the California Government Code.

12.2. Legal Counsel and Other Officers. The Board of Directors may appoint legal counsel who shall serve at the pleasure of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board. The appointed General Legal Counsel and other appointed officers of the Agency shall not be employees or contractors of one or more of the Members. Appointment of a General Legal Counsel shall be subject to all applicable Rules of Professional Responsibility, and notwithstanding anything to the contrary in this Agreement, each of the Members expressly reserve and do not waive their rights to approve or disapprove of potential conflicts of Agency General Legal Counsel.

12.3 Employees and Management. The Agency will not have any employees. In lieu of hiring employees, the Agency may engage one or more Members to manage any of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities as set forth in an agreement for such Member's services, which shall be approved by a super-majority vote of the Directors. The Agency shall have the power to employ competent registered civil engineers and other consultants to investigate and to

carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

12.4 Principal Office. At the initial meeting of the Board, the Board shall establish a principal office for the Agency, which shall be located at a place overlying the Basin. The Board may change the principal office from time to time so long as that principal office remains at a location overlying the Basin.

12.5 Bylaws. The Board shall adopt Bylaws governing the conduct of the meetings and the day-to-day operations of the Agency within six months of the Effective Date of this Agreement.

12.6 Official Seal and Letterhead. The Board may adopt, and/or amend, an official seal and letterhead for the Agency.

12.7 Conflict of Interest Code. The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974 within six months of the Effective Date. The Board may review and revise the Conflict of Interest Code from time to time as appropriate or when required by law.

ARTICLE 13. MANAGEMENT AREAS

13.1 Formation of Management Areas. As is consistent with state regulations, there will be two Management Areas in the Wyandotte Creek subbasin. One Management Area will encompass the municipal areas within and directly adjacent to the City of Oroville. The other Management Area will be in the rural area of the Wyandotte Creek subbasin. The final boundaries of the Management Areas shall be determined by the Agency in consultation with the Wyandotte Creek Advisory Committee.

13.2 Management Areas Chapters. The Management Areas would have distinct “chapters” in the GSP establishing different minimum thresholds, measurable objectives, monitoring and projects. All chapters must be consistent with the subbasin-wide sustainability goals. Management Areas refer to an area within a basin for which a GSP may identify minimum thresholds, measurable objectives, monitoring, and projects and actions based on unique local conditions.

13.3 Role of Agency. Subject to the Reservation of Authority set forth in Section 13.5, the Agency will serve a coordination and administrative role in the development of the Management Area chapter conducted by the lead Member agencies. The Agency will be responsible for accepting the Management Area chapters determined by the Agency to be compliant with SGMA and applicable regulations for inclusion into the GSP. Upon inclusion of Management Area chapters into the GSP, the Agency will be responsible for implementation and enforcement pursuant to Article 5.

13.4 Management Area Lead Responsibility. The City of Oroville, Butte County, and Thermalito Water and Sewer District will be responsible for overseeing the development of the Management Area chapter for the municipal portion of the subbasin. Butte County will be responsible for overseeing the development of the Management Area chapter for the rural portion of the subbasin.

13.5 Reservation of Authority. In the event of a failure by a Member to develop a Management Area chapter for their respective portion of the basin, the Agency reserves and retains all requisite authority to (1) develop the Management Area chapter and (2) allocate the cost of development of the Management Area chapter to Members within such Management Area.

13.6 Additional Management Areas. Additional Management Areas may be defined and established by the Board of Directors as set forth in 9.3.

ARTICLE 14. SPECIFIC PROJECTS

14.1. Projects. The Agency intends to carry out activities in furtherance of its purposes and consistent with the powers established by the Agreement with the participation of all Members.

14.2. Member Specific Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate specific projects that involves less than all Members. No Member shall be required to be involved in a Project that involves less than all the Members.

14.3. Project Agreement. Prior to undertaking any project that does not involve all Member Agencies, the Members electing to participate in the Project shall enter into a Project Agreement. A Member may elect not to participate in a specific project matter by providing notice and not entering into the Project Agreement specific to the matter in which the Member has elected not to participate. Each Project Agreement shall provide the terms and conditions by which the Members that enter into the Project Agreement will participate in the Project. All assets, rights, benefits, and obligations attributable to the Project shall be assets, rights, benefits, and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations, or indebtedness incurred by the Agency in regard to a particular Project shall be the debts, liabilities, obligations, and indebtedness of those Members who have executed the Project Agreement in accordance with the terms thereof and shall not be the debts, liabilities, obligations, and indebtedness of those Members who have not executed the Project Agreement.

14.4. Board of Directors Approval. The Board of Directors shall have the authority to disapprove any Project Agreement upon a determination that the Project Agreement has specific, substantial adverse impacts upon Members that have not executed the Project Agreement.

ARTICLE 15. FINANCIAL PROVISIONS

15.1. Agency Funding and Contributions. In order to provide the needed capital to initially fund the Agency, the Agency shall be initially funded through a GSP grant awarded by the Department of Water Resources and through in-kind contributions of Members. In subsequent years and as needed, the Agency may be funded through additional voluntary contributions by Members and as otherwise provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code).

15.2. Budgets. Within ninety (90) days after the first meeting of the Board of the Agency, and thereafter prior to the commencement of each fiscal year, the Board of Directors shall adopt a budget for the Agency for the ensuing fiscal year.

15.3. Long-Term Funding. Upon formation of the Agency, the Board of Directors shall work on the development, adoption and implementation of a long-term funding plan to cover the operating and administrative expenses of the Agency.

ARTICLE 16. LIABILITY AND INDEMNIFICATION

16.1. Liability. The Members do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in California Government Code section 895.2, as amended or supplemented. Therefore, unless and to the extent otherwise required by law or agreed to herein by the Members, in accordance with California Government Code section 6507 the debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of the Member entities. The Agency shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

16.2. Indemnification. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to, negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

ARTICLE 17. WITHDRAWAL AND TERMINATION

17.1. Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the remaining Members.

17.2. Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

17.3. Effect of Withdrawal or Termination. The JPA may be terminated and the Agency dissolved by a unanimous vote of the Member Directors. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including without limitation, those debts, liabilities and obligations pursuant to

Section 5. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

A Member may, in its sole discretion, withdraw from the Agency, effective 60 days after written notice to the Agency. Upon withdrawal or termination of the Agency, the withdrawing Member(s) retain all rights and powers to become or otherwise participate as a GSA for lands within its jurisdiction. In such an event, the Agency and its remaining Members will not object to or interfere with the lands in the withdrawing Member's boundaries; will facilitate such a transition to the extent necessary; and will withdraw from management that portion of the subbasin and so notify DWR.

17.4. Disposition of Agency Assets upon Termination.

17.4.1. Surplus Funds. Upon termination of this Agreement, any reserves or surplus money on-hand shall be returned to the Members in the same proportion said Members have funded such reserves or surplus, in accordance with California Government Code section 6512.

17.4.2. Agency Property. The Agency shall first offer any assets of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board shall offer the assets of the Agency for sale to any non-member for good and adequate consideration on terms and conditions determined by the Board of Directors.

ARTICLE 18. MISCELLANEOUS

18.1. No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

18.2. Notices. Notices hereunder shall be sufficient if delivered via electronic mail, First-Class mail or facsimile transmission to the addresses below:

County of Butte: Department of Water and Resource Conservation, 308 Nelson Ave, Oroville, CA 95965

City of Oroville: 1735 Montgomery Street, Oroville, CA 95965

Thermalito Water and Sewer District: 410 Grand Avenue, Oroville, CA 95965

18.3. Amendment. This Agreement may be amended at any time, by unanimous agreement of the Members, provided that before any amendments shall be operative or valid, it shall be reduced to writing and signed by all Members hereto.

18.4. Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.5. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by law and regulation.

18.6. Execution in Counterparts. The Parties intend to execute this Agreement in counterparts. It is the intent of the Parties to hold one (1) counterpart with single original signatures to evidence the Agreement and to thereafter forward four (4) other original counterparts on a rotating basis for all signatures. Thereafter, each Member shall be delivered an originally executed counterpart with all Member signatures.

18.7. Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.8. Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.9. Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.10. Other JPAs. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.

18.11. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any action related to the terms of this Agreement shall be brought and tried in Butte County Superior Court.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the date of execution of this Agreement.

County of Butte

By:_____ Date:_____

Steve Lambert, Chair
Board of Supervisors

City of Oroville

By:_____ Date:_____

Linda Dahlmeier, Mayor
City Council

Thermalito Water and Sewer District

By:_____ Date:_____

Brian Pulley, President
Board of Directors

Exhibit A: List of Member Agencies

Exhibit B: Wyandotte Creek Subbasin Map

Exhibit C: Draft Wyandotte Creek Advisory Committee Charter

EXHIBIT A
LIST OF MEMBER AGENCIES

County of Butte
Department of Water and Resource Conservation
308 Nelson Avenue
Oroville, CA 95965

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Thermalito Water and Sewer District
410 Grand Avenue
Oroville, CA 95965

Exhibit B
Wyandotte Creek Subbasin Map

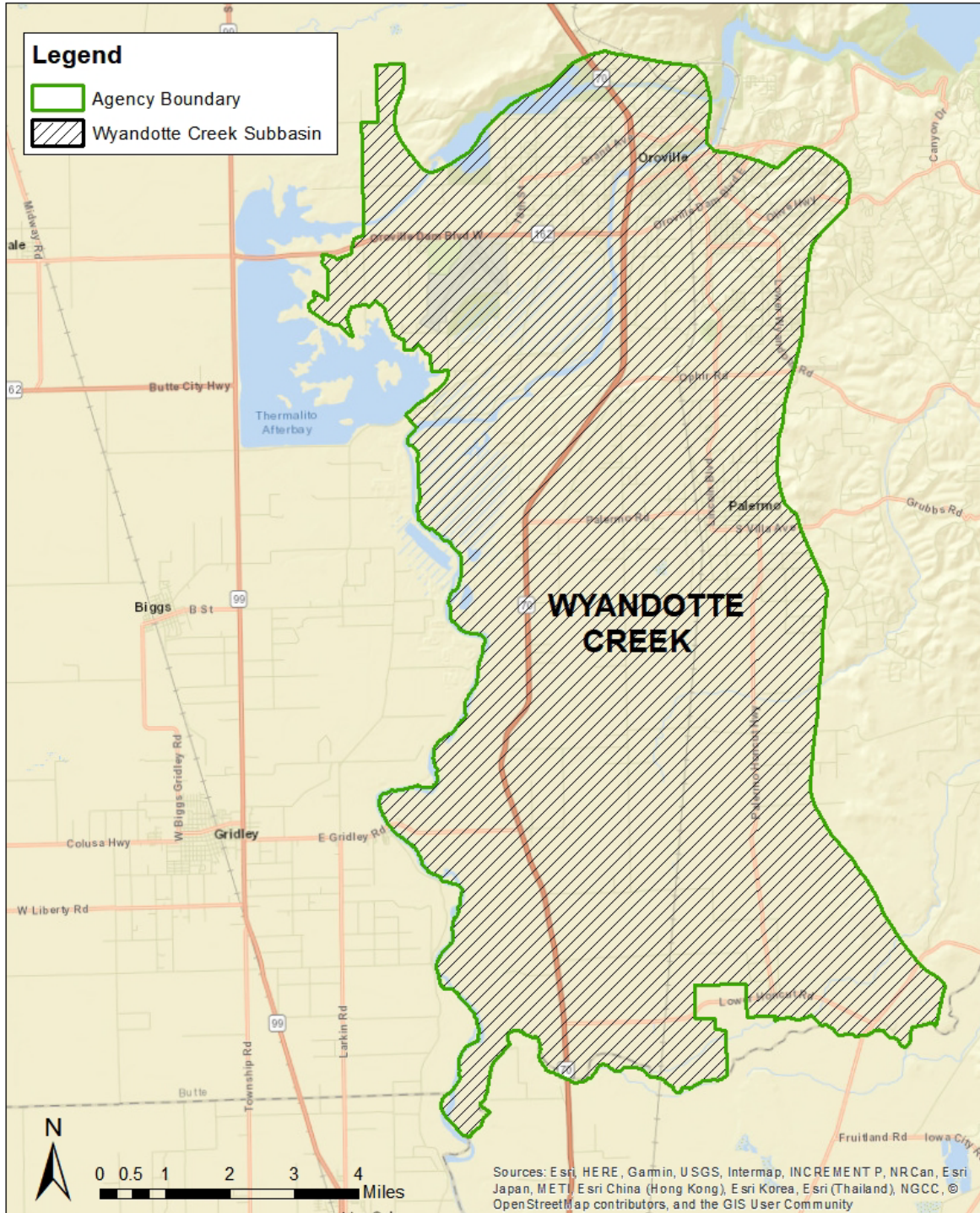


Exhibit C
Wyandotte Creek Groundwater Sustainability Agency
DRAFT Advisory Committee Charter
Version: August 18, 2018

I. Purpose

The purpose of the Wyandotte Creek Advisory Committee (AC) is to provide input and recommendations to the Groundwater Sustainability Agency (Agency) Board of Directors on groundwater sustainability plan (GSP) development and implementation. The intent of the AC is to provide community perspective and participation in Sustainable Groundwater Management Act (SGMA) implementation.

The AC will review and/or provide recommendations to the Agency Board on groundwater-related issues that may include:

1. Development, adoption, amendment of the GSP
2. Sustainability goals and objectives
3. Best management practices
4. Monitoring programs
5. Annual work plans and reports (including mandatory 5-year milestone reports)
6. Modeling scenarios
7. Inter-basin coordination activities
8. Projects and management actions to achieve sustainability
9. Community outreach
10. Local regulations to implement SGMA
11. Fee proposals
12. Other

The AC will not be involved in the Agency's day to day operations, such as contracting, budgeting, etc.

II. Brown Act, Open Process, and Conflicts of Interest

All meetings of the AC are open to the public. The Agency will announce AC meetings through its regular communication channels.

AC meetings are subject to the Brown Act. The AC shall adopt a schedule and location for regular meetings, and meeting agendas shall be posted in accordance with the Brown Act.

All AC meetings shall provide for public comment in accordance with the Brown Act, including non-agenda public comment and public comment on individual agenda items. As needed, time limits may be placed on public comments to ensure the AC is reasonably able to address all agenda items during the course of the meeting. Speakers will generally be limited to three minutes, but time may be adjusted based upon meeting circumstances. Special and emergency

meetings need not provide for non-agenda public comment, but such comment may be allowed in the AC's discretion. Members of the AC are subject to all applicable conflict of interest laws including Government Code section 1090 and the California Political Reform Act. The Agency shall adopt a conflict of interest code for the AC.

III. Roles and Responsibilities

Agency Board of Directors

The Agency Board commits to the value of the AC and will consider AC recommendations when making decisions.

Advisory Committee

The role and responsibility of the AC is to solicit and incorporate community and stakeholder interests into recommendations on SGMA implementation in the Wyandotte Creek subbasin for the Board to consider in its decision-making processes.

Criteria for Advisory Committee Membership

AC Members must:

1. Serve as a strong, effective advocate for the interest group represented
2. Work collaboratively with others
3. Commit time needed for ongoing discussions
4. Collectively reflect diversity of interests within the stakeholder group they represent
5. Complete any required Brown Act trainings by all applicable deadlines

As part of membership, members agree to:

1. Arrive at each meeting fully prepared to discuss the issues on the agenda. Preparation may include reviewing meeting summaries, technical information, and draft documents distributed in advance of each meeting
2. Present their constituent members' views on the issues being discussed and be willing to engage in respectful, constructive dialogue with other members of the group
3. Develop a problem-solving approach in which they consider the interests and viewpoints of all group members, in addition to their own
4. Keep their constituencies informed about the deliberations and actively seek their constituents' input

Management Committee

The Management Committee comprised of staff from each Member of the Agency are responsible for administering the AC which includes:

1. Maintaining a current roster of AC members
2. Working with Agency Board to fill AC vacancies, as needed
3. Preparing agendas for AC meetings
4. Noticing all meetings in accordance with the Brown Act

5. Staffing all meetings, recording minutes and developing and distributing meeting summaries
6. Working with AC and the Agency Board to develop annual work plans and schedules for AC meetings
7. Facilitating the process of incorporating AC recommendations in staff reports into Board packets
8. Ensuring that the records for AC member Brown Act Training are filed and updated as required
9. Maintaining a record of all meeting materials

Facilitator

As resources allow, a third-party facilitator may provide impartial facilitation services for AC meetings. The facilitator's primary responsibility is to ensure an open process where all AC member interests are heard and thoughtfully considered. To this end, the facilitator works on behalf of the process and the members contributing to AC efforts. Specific facilitator responsibilities include:

1. Supporting the Management Committee in developing and distributing Committee agendas and relevant materials
2. Advocating for a fair, effective, and credible process, but remain impartial with respect to the outcome of the deliberations
3. Applying collaborative, mutual-gain negotiation methods that foster openness and identify areas of preliminary and final consensus agreement for advice and recommendations to the Board
4. In the absence of consensus, helping to identify areas of agreement and disagreement
5. Checking in with members as needed to ensure all issues are identified and explored
6. Coordinating with Management Committee members to ensure accurate, impartial documentation of meetings and agreements (i.e. meeting summaries and recommendation reports)
7. Ensuring all members uphold the tenets of the charter

IV. Membership

Composition of the AC is intended to represent the beneficial uses and users of groundwater identified in SGMA. AC members only fill one seat on the AC and may not serve concurrently on the Agency Board or on the Management Committee. Members must live or work within the Wyandotte Creek subbasin or represent an organization with a presence in the Wyandotte Creek subbasin.

The Agency Board will appoint representatives to the AC. The following represents a draft, proposed list of possible AC representation:

1. Cal Water - Oroville (1)
2. South Feather Water and Power (1)

3. Tribal representative(s)
4. Agricultural groundwater users:
 - a. Two (2) at-large members
 - b. One (1) Groundwater Pumpers Advisory Committee (GPAC) member. In the event that the GPAC dissolves, this position will transition to an at-large position
5. At-large domestic well users (2)
6. At-large environmental representative (1)
7. At-large business association representative (1)

The Agency Board may appoint other interests representing beneficial users and uses of groundwater as per Water Code Section 10723.3).

Member Appointment

The Agency Board will appoint at-large members to fill AC seats. Interested individuals from the community or organizations may apply to the Agency Board, specifying in the application the seat(s) that the applicant intends to be considered for.

The Agency Board encourages candidates with experience and familiarity with groundwater and its groundwater management. The Agency Board will also give preference to applicants who have the backing of multiple organizations or individuals, have experience working with diverse community-based groups and can represent the interests of disadvantaged populations or interests that are otherwise under-represented on the Advisory Committee.

Application Timeline

Following Agency formation, the Agency Board will establish a timeline and process for appointment of the initial AC using the application process for the at-large seats on the AC and appointing the non-at-large seats as presented by the respective governing bodies of those non-at-large seats. In subsequent years, at-large applicants will submit applications for vacant at-large seats when they become vacant. The Agency will post blank applications on its website.

Advisory Committee Member Terms

The initial AC appointments will include approximately half of the seats with three-year terms ending in December 2022 and the remaining seats with two-year terms ending in December 2021. Following initial Committee appointment, all terms will be two years in length, ending in December. Appointees are not term-limited; however, at-large members would be required to apply for open seats each term. If a vacancy occurs for a seat before the end of the term, the Board will appoint a new individual to complete the term (using the application process for the at-large seats).

The Agency Board can remove an AC member if the member fails to attend three consecutive meetings or if the AC member no longer meets the criteria for AC membership. If deemed necessary by the Board, alternates may be appointed by the Agency Board.

V. Decision Making and Recommendations to the Agency Board

To inform Agency Board decision-making, the AC will provide written recommendations to the Agency included in Management Committee reports.

Any AC member(s) who disagree with a recommendation made by the AC to the Agency should provide an alternative that attempts to meet the interests they are representing as well as the interests of other members. The Committee will strive for consensus; however if unanimous agreement among all participants cannot be reached after all interests and options have been thoroughly identified, explored, and discussed, the AC shall not limit itself to strict consensus. When unable to reach consensus on advice or recommendations, the AC will outline the areas of disagreement and provide an explanation about such disagreements to inform the Agency Board for decision-making processes.

Pursuant to Agency Board direction, the Management Committee will develop an annual work plan(s) and schedule(s) for AC meetings. The AC will adopt a charter describing the purpose, operating principles and ground rules of the AC. This charter will be subject to approval by the Agency Board of Directors.

The Agency Board will consider AC recommendations when making decisions. If the Agency Board does not agree with the recommendations of the AC, the Agency Board shall state the reasons for its decision.

In order to conduct business (e.g. make and advance a recommendation to the Board), a quorum of the AC seated must be present. A simple majority of AC members constitutes a quorum.

VI. Process Agreements and Ground Rules

To conduct a successful collaborative process, all AC members will work together to create a constructive, problem solving environment. To this end, all members agree to the following process agreements which the AC will use, and to ground rules which will guide individual and group behavior.

Process Agreements

1. Everyone agrees to negotiate in good faith. All participants agree to participate in decision making, to act in good faith in all aspects of this effort and to communicate their interests during meetings. Good faith also requires that members not make commitments they do not intend to follow through with, and that members act consistently in the meetings and in other forums where the issues under discussion in these meetings are also being discussed.
2. Everyone agrees to address the issues and concerns of the participants. Everyone who is joining in the AC is doing so because s/he has a stake in the issue at hand. For the process to be successful, all the members agree to validate the issues and concerns of the other members and strive to reach an agreement that takes all the issues under consideration. Disagreements should be viewed as problems to be solved, rather than battles to be won.

3. Everyone agrees to inform and seek input from their constituents about the outcome of the facilitated discussions. To the extent possible, scheduling will allow for members to inform and seek input from their constituents, and others about discussions.
4. Everyone agrees that members can meet with other organizational or interest group members. AC members may find it helpful to meet with other organizations or interest group members and to consult with constituents outside of the meeting so the member is better able to communicate community concerns on the issues at hand.
5. Everyone agrees to attend all of the meetings to the extent possible. Continuity of the conversations and building trust are critical to the success of the AC.

Management Committee member(s) and / or the facilitator will coordinate the AC meeting schedule.

Ground Rules

1. Use Common Conversational Courtesy: Treat each other with mutual respect as you discuss and deliberate groundwater issues. Members are encouraged to turn off cell phones and focus on the issue at hand.
2. All Ideas and Points of View Have Value: The goal is to achieve understanding. Simply listen, you do not have to agree. If you hear something you do not agree with or you think is "silly" or "wrong," please remember that the purpose of the forum is to share ideas.
3. Be Honest, Fair, and as Candid as Possible: Put your interests forward, help others understand you and listen actively in order to understand others.
4. Avoid Editorials: It will be tempting to analyze the motives of others or offer editorial comments. Please talk about your own ideas and thoughts. Avoid commenting on why you believe another participant thinks something.
5. Honor Time, Be Concise and Share the Air: Help ensure an inclusive discussion by being cognizant of time constraints, stating your views clearly and concisely, and sharing the air so others can participate as well.
6. Think Innovatively and Welcome New Ideas: Creative thinking and problem solving are essential to success. "Climb out of the box" and attempt to think about the problem in a new way.
7. Invite Humor and Good Will: Don't hesitate to bring levity and humor to the process when warranted.

VII. Amendments

The AC can recommend future changes to the charter. The Agency Board may amend the charter when needed using its decision-making procedure.



City of Oroville

OFFICE OF THE CITY CLERK

Jackie Glover
Assistant City Clerk

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

NOTICE OF PUBLIC HEARING WYANDOTTE CREEK GROUNDWATER SUSTAINABILITY AGENCY

The Oroville City Council will conduct a Public Hearing on September 18, 2018 at 6:30 p.m., or soon thereafter as may be heard, at the Oroville City Council Chambers, 1735 Montgomery Street, Oroville, California, to consider whether to enter into a joint powers agreement with Butte County and the Thermalito Water and Sewer District to form the Wyandotte Creek Groundwater Sustainability Agency (GSA) under the Sustainable Groundwater Management Act (SGMA). The Wyandotte Creek GSA would cover all portions of the Wyandotte Creek subbasin (5-21.60) as depicted by the California Department of Water Resources Bulletin 118. In taking the action to enter into the joint powers agreement, the City Council will rescind the City of Oroville GSA status for the Wyandotte Creek subbasin.

The proposed joint powers agreement and supporting documentation are on file for public review and comment at the Oroville City Hall, 1735 Montgomery Street, Oroville, California, starting on September 5, 2018. The proposed joint powers agreement and supporting documentation are also available on the City website at <https://www.cityoforoville.org>

Written comments may be submitted until September 17, 2018 at 5:00 p.m. to:

City of Oroville
Re: Wyandotte Creek GSA
1735 Montgomery Street
Oroville, CA 95965

The City Council will allow oral comments, and will receive additional written comments, prior to the conclusion of the hearing. The City Council may take action to adopt the joint powers agreement and join the Wyandotte Creek GSA immediately, at the conclusion of the hearing.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: TOM LANDO, ACTING CITY ADMINISTRATOR

RE: AMENDMENT TO CONTRACT WITH CITY ENGINEER BEN-EN TO INCLUDE PROJECT MANAGEMENT AND GRANT MANAGEMENT SERVICES

DATE: September 18, 2018

SUMMARY

The Council may consider approving an Amendment to the City Engineer's Contract to add a task order for Project Management and Grant Management services to monitor and control reporting and procurement of consultants and contractors to accomplish the State Route 162 Pedestrian/Bicycle Disabled Mobility and Safety Improvements Project.

This project was submitted to Caltrans under the ATP Cycle 3 competitive grant process and the project was awarded funding in 2016. The grant is intended to pay for the Design, Construction Management, and Construction of the project. However, grant management and project oversight will be paid for with local funds.

The grants are funded by both federal and state allocations and have specific requirements for reporting under the Caltrans Local Assistance Procedures Manual (LAPM) that require dedicated oversight over and above the scope of the agreement for City Engineer services.

DISCUSSION

The City of Oroville has been awarded Congestion Mitigation and Air Quality (CMAQ) and Active Transportation Program (ATP) funding in the amount of \$540,000 and \$3,411,000 respectively. The CMAQ funding is intended to generate the Plans Specifications and Construction Estimate documents for this "SR162 Pedestrian/Bicycle Disabled Mobility and Safety Improvements Project". The CMAQ funds have been allocated for Fiscal Year 2017/2018 and need to be requested ASAP from Caltrans. The project is located along Hwy 162 in Oroville California from Feather River Boulevard to Foothills Boulevard. The project includes a comprehensive set of active transportation infrastructure connectivity and safety improvements.

This project will need to come back to Council on multiple occasions for updates and approvals. These milestones are listed below:

- Approval to release request for proposals (RFP) for design services
- Approval of selected design services team
- Approval of RFP for construction management services
- Approval of selected construction management team
- Approval to bid the project for construction
- Approval of selected low bid contractor
- Construction progress presentation
- Construction close out presentation and final budget review

The project scope and schedule for the project management task order are attached for review. The fee for these services is \$59,982.

FISCAL IMPACT: Local Transportation Fund impact of \$59,982 over four fiscal years (FY18-19, FY19-20, FY20-21, FY21-22) or approximately \$15,000 per year. LTF Budget Balance is \$533,295.

RECOMMENDATIONS

Approve the amendment to the City Engineer agreement to include additional task order for ATP project and grant management.

ATTACHMENTS

Task Order Scope, Schedule, and Fee Estimate.

Resolution No. 8746

Amendment to Agreement No. 3212

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8746**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND BENNETT
ENGINEERING

(Agreement No. 3212)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement between the City of Oroville and Bennett Engineering. A copy is attached hereto as Exhibit "A".

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on September 18, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Tom Lando, Acting City Administrator

**AMENDMENT TO AGREEMENT NO. 3212
FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE
AND BENNETT ENGINEERING SERVICES**

This Amendment dated September 18, 2018 is to the Agreement No. 3212 between the City of Oroville ("City") and Bennett Engineering Services, a California S Corporation ("Firm").

A copy of Agreement No. 3212 is attached as Exhibit "B" including all prior amendments.

In consideration of terms and conditions herein, City and Firm agree that Agreement No. 3212 shall be amended as follows:

1. The Agreement shall be amended to include work related to include the additional task order for the ATP project and grant management, which are enumerated in the scope documents. The scope documents are attached as Exhibit A to this Amendment.
2. The fee for all services outlined in Exhibit "A" is \$59,982. Payment is to occur as outlined in Exhibit "A".
3. Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3212 as amended shall remain in full force effect.

CITY OF OROVILLE

BENNETT ENGINEERING

Linda Dahlmeier, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

Joanna Gutierrez, Interim City Clerk

Scott E. Huber, City Attorney

CITY OF OROVILLE PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is entered into this 7th day of March, 2017, by and between the City of Oroville, a California municipal corporation ("City"), and Bennett Engineering Services, a California "S" corporation ("Consultant").

RECITALS

A. Consultant desires to perform and assume responsibility for the provision of professional city engineering consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, the scope of work of which is attached hereto and incorporated herein as Exhibit "A," and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

AGREEMENT

1. SCOPE AND TERM OF SERVICES.

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional city engineering consultant services ("Services"). The Services are more particularly described in Exhibit "A."

1.2 Term of Services. This Agreement shall be effective as of March 8, 2017 and shall end on March 7, 2022, unless terminated pursuant to Section 9 of this Agreement or unless extended by written amendment.

2. FEES AND PAYMENTS.

2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B."

2.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.1 The Parties may, from time to time, request changes in the Scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

4.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

4.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

4.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement.

The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

4.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

4.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

4.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire

any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

5. **INSURANCE.**

5.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

5.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

5.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for
(1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

5.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol I) with minimum limits of \$1,000,000 each accident.

5.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

5.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

5.3 Endorsements.

5.3.1 The policy or policies of insurance required by Sections 5.2.1 Commercial General Liability and 5.2.2 Automobile Liability shall be endorsed to provide the following:

5.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

5.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

5.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

5.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

5.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

5.3.2 The policy or policies of insurance required by Section 5.2.3

Workers' Compensation shall be endorsed, as follows:

5.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 Professional Liability shall be endorsed, as follows:

5.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

5.7 Acceptability of Insurers. Each such policy shall be from a company or

companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

6. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

6.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

6.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

7. ACCOUNTING RECORDS.

7.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

8. SUBCONTRACTING.

8.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

9. TERMINATION OF AGREEMENT.

9.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

9.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

9.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

10. GENERAL PROVISIONS.

10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**City: City of Oroville
1735 Montgomery Street
Oroville, CA
Attn: City Administrator**

**Consultant: Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, CA 95661
Attn: Leo Rubio, PE, President**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent caused by the sole negligence, recklessness or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents or volunteers.

10.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law.

10.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require

every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

10.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

10.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

10.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Butte County.

10.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

10.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

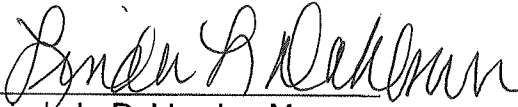
10.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OROVILLE

BENNETT ENGINEERING SERVICES


By: 
Linda L. Dahlmeier, Mayor

By: 
Leo Rubio, PE, President

ATTEST:

By: 
Donald Rust, Acting City Clerk

APPROVED AS TO FORM:

By: 
Scott E. Huber, City Attorney

Approach to Providing Services to the City

Bennett Engineering Services (**BENIEN**) provides city and district engineering, water resources, transportation, land development, and grant funding assistance services to cities and other agencies. **BENIEN consistently offers clients small-firm service with timely response, constant availability, personal contact, and with the talent and resources necessary to meet all city needs.** BENIEN has grown over the years, but our core senior staff team remains relatively small. Most are licensed professionals, many with more than 20 years of experience. **The City of Oroville is precisely the type of client our firm is set up to serve.** We often refer to this service we provide as an “extension of staff” and perform best by working side-by-side with city staff. Our goal is to assist you with providing service to your local community and to deliver projects on time and within budget, with an emphasis on avoiding difficulties that can lead to undesirable attention.

We understand the City Engineer must have an intuitive understanding of the operations of small city governance and must possess a clear and concise understanding of elected official responsibilities and desires; budgeting and cost-control requirements; grant funding opportunities and mechanisms; Capital Improvement Program (CIP) requirements, priorities, and budgeting processes; the demands and responsibilities of the City Administrator; and the needs and priorities of the community and its stakeholders. **BENIEN establishes a special reduced City Engineer billing rate to ensure cost effective services to the city. Only when funding is established and we start a project do we charge the city our regular project rates. We will be happy to provide you with a rate schedule upon request.**

The City Engineer has the responsibility to inform the City Administrator on public works issues, address public works concerns presented by the elected officials, and address the concerns of the community. The duty to attend and present to the City Council at the request of the City Administrator is a primary function of the City Engineer. The Council will want to listen and ask questions about the technical portion of projects. It is the responsibility of the engineer to be prepared to present and answer those questions.

Communication: The City Administrator has many areas of responsibility and the City Engineering function is to support the City Administrator by preparing staff reports, project progress updates and recommendations for Council action. Communication with the City Administrator is vital to the success of City governance.

Capital Improvement Program: One of the most useful tools available to the city is a Capital Improvement Program (CIP). When properly developed, it provides a benchmark communication tool for city staff and City Council members. It can establish priorities, define funding requirements, and assist in budgeting. The CIP provides Council members

with an answer to citizens' questions about when work is scheduled, and can be amended by City Council as priorities change.

Funding: Small cities, such as Oroville often suffer from insufficient funds to complete desired and required projects. To achieve essential projects, cities such as Oroville must pursue grant funding and low-interest loan opportunities. There are many funding sources available, and the City Engineer must inform the city of those sources, recommend pursuit of applicable sources, and manage those grant funds appropriately. **BENIEN has a track record of securing state and federal grant funds for city infrastructure improvement projects, including SRF funds for water and wastewater system improvements and Caltrans transportation (HSIP/ATP/CMAQ/HBP/STP program) funding for road and bridge improvements.**

Coordination with the Caltrans Office of Local Assistance: The City Engineer has the responsibility to be in compliance with state and federally funded transportation project delivery requirements, as outlined in the Local Assistance Procedures Manual (LAPM). The following documents are critical to the city's ability to process state and federally funded projects:

- ▶ Master Agreements for delivery of State & Federal funded projects
- ▶ Local Agency DBE Plan & Policy (Exhibit 9-A & 9-B)
- ▶ Local Agency ADA Plan & Policy (Exhibit 9-C)
- ▶ Quality Assurance Program (QAP)
- ▶ Compliance with LAPM Chapter 10 – Procurement & checklist (Exhibit 10-C)
- ▶ Local Agency Indirect Cost Rate & Plan Reimbursement Agreement (if needed)

Project Management: BENIEN takes pride in finding innovative and cost-effective engineering solutions to roadway, water, wastewater, drainage, site improvement, and other important infrastructure projects. The City Engineer prepares, reviews, and delivers complete contract documents for city projects. At the discretion of the City Administrator and the City Council, those plans, specifications, and estimates can be prepared by the City Engineering staff or by a selected design consultant. It is the responsibility of the City Engineer to assure the City Administrator that the contract documents are complete and accurate. Budgeting and cost control are also a very important part of the City Engineer's primary responsibilities in project delivery. BENIEN follows a strict quality control plan using internal controls and methodology. We provide technical resources to ensure deliverables are accurate, complete, and meet the city's requirements.

Review Plans and Specifications: Future development projects must fall within the city's general plan guidelines and be constructed in accordance with the city construction standards and appropriate engineering principles. The engineer has responsibility to ensure those parameters are met.

EXHIBIT B: SCHEDULE OF FEES

City of Oroville City Engineer

We offer the following reduced rates to the City of Oroville:

Standard City Engineer Duties: \$120/hour

Special City Assignments for City Engineer: \$140/hour

Project Studies and Design: *Standard Rates Apply, see below*

Rate Schedule | Fiscal Year 2017/2018

Professional Staff

<i>Professional Staff</i>	<i>Hourly Rate</i>	<i>Professional Staff</i>	<i>Hourly Rate</i>
Principal Engineer	\$235	Engineering Tech IV	\$140
Project Manager VI	\$210	Engineering Tech III	\$130
Project Manager V	\$200	Engineering Tech II	\$120
Project Manager IV	\$185	Engineering Tech I	\$110
Project Manager III	\$170	Designer IV	\$155
Project Manager II	\$160	Designer III	\$140
Project Manager I	\$145	Designer II	\$130
Engineer VI	\$205	Designer I	\$120
Engineer V	\$195	CAD Tech IV	\$130
Engineer IV	\$180	CAD Tech III	\$120
Engineer III	\$165	CAD Tech II	\$110
Engineer II	\$155	CAD Tech I	\$100
Engineer I	\$140	Inspector III	\$160
Engineering Intern	\$70	Inspector II	\$140
Special Technical Consultant	\$175	Inspector I	\$120
Expert Witness	\$425	Administrative	\$70

Additional Rate Information

- ▶ Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) & subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit.
- ▶ Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Substantial changes in the required Scope of Work or Schedule will result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1st.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability

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due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This Insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.

Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3. Property loaned to you;
- 4. Personal property in the care, custody or control of the insured;
- 5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item **5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to **any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a. The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1. Not done intentionally by or at the direction of:
 - a. The insured; or
 - b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators; or

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that

specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless

a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:**

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage,** the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form:**

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such

"occurrence," offense, claim or "suit" is known to:

- (1)** You or any additional insured that is an individual;
- (2)** Any partner, if you or an additional insured is a partnership;
- (3)** Any manager, if you or an additional insured is a limited liability company;
- (4)** Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5)** Any trustee, if you or an additional insured is a trust; or
- (6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section **F. Liability and Medical Expenses Definitions,** item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form:**

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- 1.** Not done intentionally by or at the direction of:

- a.** The insured; or

- b.** Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2.** Not directly or indirectly related to the employment, prospective employment, past employment or termination of

employment of any person or person by any insured.

- b. The following is added to Exclusions, **Section B.:**

(15)Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16)Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE -

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is _____%.

CITY OF OROVILLE
RESOLUTION NO. 8590

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BENNETT ENGINEERING, IN THE AMOUNT OF \$120,000, ANNUALLY, FOR FIVE YEARS, FOR PROFESSIONAL ENGINEERING SERVICES

(Agreement No. 3212)

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 Bennett Engineering for professional engineering services.
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 March 7, 2017, by the following vote:

AYES: COUNCIL MEMBERS BERRY, DEL ROSARIO, DRAPER, HATLEY, THOMSON, VICE MAYOR GOODSON, MAYOR DAHLMEIER

NOES: NONE

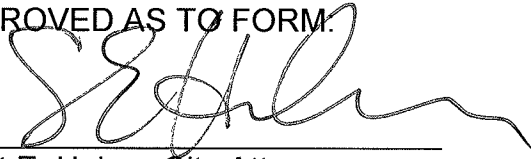
ABSTAIN: NONE

ABSENT: NONE



Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Donald Rust, Acting City Clerk

Scope of Services

Client: City of Oroville
Consultant: Bennett Engineering Services
Project: HWY 162 ATP Management of Grant Funding Project
Date: 08/27/2018



Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

History

The City of Oroville has been awarded Congestion Mitigation and Air Quality (CMAQ) and Active Transportation Program (ATP) funding in the amount of \$540,000 and \$3,411,000 respectively. The CMAQ funding is intended to generate the PS&E documents for this SR162 Pedestrian/Bicycle Disabled Mobility and Safety Improvements Project. The CMAQ funds have been allocated for Fiscal Year 2017/2018 and need to be requested ASAP from Caltrans. The project is located along Hwy 162 in Oroville California from Feather River Boulevard to Foothills Boulevard. The project includes a comprehensive set of active transportation infrastructure connectivity and safety improvements.

BEN|EN will manage this project on behalf of the City of Oroville and will oversee all the work required to advance this project from design, through construction. BEN|EN will perform the following tasks:

TASK 1. Consultant Selection Process

BEN|EN will facilitate the process for acquiring the services of a Civil Engineering Design Consultant that will generate plans, specifications and estimate for construction. This task will include all the follow components:

Subtask 1.1. Procurement Planning

BEN|EN will review the ATP submitted to Caltrans during the 2016 Cycle 3 round of applications. BEN|EN will determine the project objectives, schedule, and perform the necessary CTC Allocation/Federal Authorization to Proceed. BEN|EN will prepare the Exhibit 10-U, and will fill out the Request for a Cooperative Agreement (RCA) between Caltrans and the City of Oroville to enable the City to take lead on this project even though it's in Caltrans Right of Way (ROW). BEN|EN will determine the Type of Contract and Method of Payment to be identified in the Request for Proposal (RFP) for this project.

Subtask 1.2. Solicitation Documents and Advertisement

BEN|EN will generate the RFP and perform all the Caltrans coordination required to set up the project for advertisement. Proposal, evaluation/scoring criteria will be generated in accordance with Exhibit 10-C of Caltrans Chapter 10 of the Local Assistance Procedures Manual (LAPM). BEN|EN will coordinate the signatures for the Exhibit 10-T (Panel Members Conflict of Interest & Confidentiality Statements) and will generate the procurement schedule, scope of work, DBE goals, and cost proposal format. BEN|EN will advertise the RFP and issue any response to question or addendums as needed to address questions from consultants.

Subtask 1.3. Evaluation and Selection of Consultant

BEN|EN will coordinate the evaluation and selection process for this project.
BEN|EN will distribute the proposals to the selection committee and insure that they have the evaluation sheet for the RFP. BEN|EN will facilitate the meeting to

INITIALS:

convene the selection committee to evaluate the proposals and provide the final recommendation for initial ranking. BEN|EN will notify the top 3 consultants and invite them to interview. Upon completion of interviews, the selection panel will develop the final ranking and the results will be shared with the interviewees. BEN|EN will generate the report for recommendation of consultant to city council.

Subtask 1.4. Contract Negotiation and Execution

Once a consultant has been selected based on qualifications, the cost proposal will be opened. BEN|EN will facilitate the Caltrans review of Exhibit 10-K and Exhibit 10-A. Upon approval from Caltrans' A&I department, the 10-C will be submitted to Department of Local Assistance Headquarters (DLA-HQ). Once approved, the consultant will be required to submit the 10-O1 and 10-O2.

DELIVERABLES:

- Task 1.1 – Procurement Planning
 - Request for Cooperative Agreement (RCA)
 - Request for Authorization (RFA) – PAED & PS&E Funds
 - Independent Cost Estimate
 - Caltrans Exhibit 10-U
- Task 1.2 – Solicitation Documents and Advertisement
 - Advertise the RFP
 - Addendums to Proposal
- Task 1.3 – Evaluation and Selection of Consultant
 - Exhibit 10-C and 10T
 - Recommendation of Consultant Firm

TASK 2. Project Management during Design Phase

BEN|EN will manage the project on behalf of the City of Oroville during the design phase. BEN|EN will help facilitate a Project Delivery Team (PDT) that will include members of the City of Oroville. This PDT will be an integral part of the design phase and will be present during meetings with consultant and will be responsible for review of submittals.

Subtask 2.1. Project Kick off Meeting and Verification of Scope and Project Schedule

BEN|EN will coordinate the Kick-off Meeting with the PDT and the selected consultant and schedule a site visit to address any question about scope of work. BEN|EN will review project schedule proposed by consultant and will address any questions about the timeline of the project.

Subtask 2.2. Reviewing Consultant Submittals

BEN|EN will facilitate the review of all submittals by the consultant. BEN|EN will coordinate with the PDT to perform the reviews during 35% (Preliminary Engineering), 60%, 90%, and 100%. Assume 4 PDT meetings (1 per submittal) to discuss submittals.

Subtask 2.3. Review Bid Documents & Caltrans Document Submittals

BEN|EN will submit the Request for Authorization (RFA) for construction. BEN|EN will verify that all Caltrans documents are submitted, including the Record of Investigation (utilities), Right of Way Certification, CEQA/NEPA documentation, and all other documents required for RFA approval.

Subtask 2.4. Additional Contract Requirements

BEN|EN will submit the project to the DIR and insure that all prevailing wages are being reported correctly and that all DBE use is being tracked by the consultant. BEN|EN will

insure that bi-annually reporting of ATP progress is done on time and that all other State and Federal reporting is being performed to Caltrans Local Assistance Office. BEN|EN will insure that ATP counts, as required by the program, are performed and submitted.

DELIVERABLES:

- Task 2.3 – Review Bid Documents & Caltrans Document Submittals
 - Request for Authorization (RFA) - Construction Funds
 - Independent Cost Estimate

TASK 3. Project Management during Construction Phase

BEN|EN will manage the project on behalf of the City of Oroville during the construction phase. BEN|EN will not be the Construction Manager, Resident Engineer or perform Inspection during construction. The City must hire a Construction Manager to insure the contractor is building the improvement per design plans.

Subtask 3.1. Bidding Project for Construction

BEN|EN will prepare the Bid documents and will advertise the project using the local builders exchange websites, along with placing the bid documents in the city's website and announcing the project in the local newspaper. BEN|EN will generate the addendums and put together the response to questions during the time of advertisement.

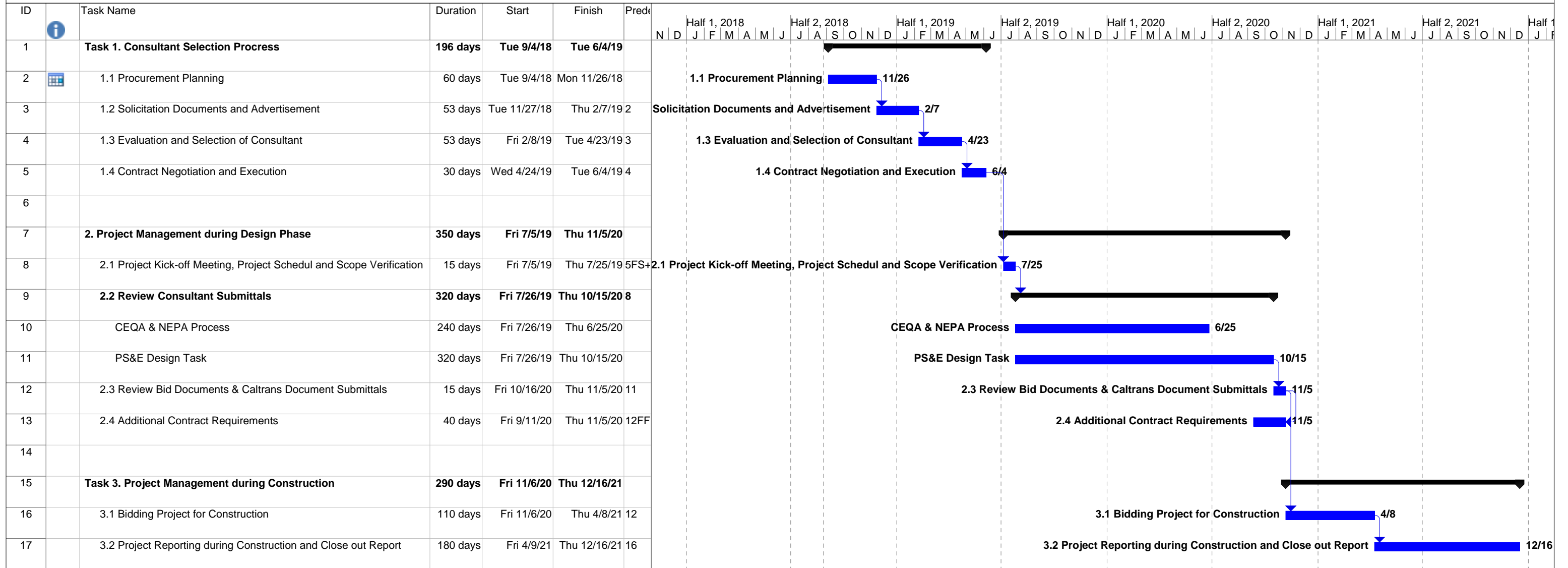
Subtask 3.2. Project Reporting during Construction and Close Out Report

BEN|EN will submit the bi-annual reports to Caltrans during construction. Upon project completion, BEN|EN will submit the Close Out report and documentation that accompanies the Final Expenditure Request to Caltrans

DELIVERABLES:

- Task 3.1 – Bidding Project for Construction
 - Advertise the Project
- Task 3.2 – Project Reporting during Construction and Close Out Report
 - ATP Progress Reports (Assume 4)
 - Close Out Report

City of Oroville
HWY 162 - ATP Management of Grant Funded Project



Project: 17-601A-11
 Date: Mon 8/27/18

Consultant		Summary		Inactive Summary		Manual Summary Rollup		Finish-only	
City		Milestone		Manual Task		Manual Summary		External Tasks	
Split		Inactive Milestone		Duration-only		Start-only		External Milestone	

Fee Estimate

Client: City of Oroville

Consultant: Bennett Engineering Services Inc

Project: HWY 162 ATP Management of Grant Funded Project

Date: 08/27/2018



Fee Estimate	FY - 2018-2019		Project Manager IV 201 \$/hr		Engineer II 165 \$/hr		Administrative 77 \$/hr		BEN EN Subtotal		MISC. EXPENSES	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost				
TASK: Consultant Selection Process												
1.1 Procurement Planning	20 hrs	\$4,020	20 hrs	\$3,300	6 hrs	\$462	46 hrs	\$7,782		\$400	\$8,182	
1.2 Solicitation Documents and Advertisement	16 hrs	\$3,216	12 hrs	\$1,980	6 hrs	\$462	34 hrs	\$5,658		\$0	\$5,658	
1.3 Evaluation and Selection of Consultant	16 hrs	\$3,216	28 hrs	\$4,620	hrs	\$0	44 hrs	\$7,836		\$0	\$7,836	
1.4 Contract Negotiation and Execution	10 hrs	\$2,010	10 hrs	\$1,650	hrs	\$0	20 hrs	\$3,660		\$0	\$3,660	

(For Estimating Purpose) FISCAL YEAR 2019-2021			207 \$/hr		170 \$/hr		79 \$/hr		MISC. EXPENSES	TOTAL
Qty	Cost		Qty	Cost	Qty	Cost				
TASK: Project Management during Design Phase										
2.1 Project Kick of Meeting and Verification of Scope and Project Schedule	10 hrs	\$2,070	10 hrs	\$1,700	8 hrs	\$632	28 hrs	\$4,402	\$300	\$4,702
2.2 Reviewing Consultant Submittals	16 hrs	\$3,312	16 hrs	\$2,720	hrs	\$0	32 hrs	\$6,032	\$300	\$6,332
2.3 Review Bid Documents & Caltrans Document Submittals	10 hrs	\$2,070	16 hrs	\$2,720	hrs	\$0	26 hrs	\$4,790	\$0	\$4,790
2.4 Additional Contract Requirements	10 hrs	\$2,070	16 hrs	\$2,720	8 hrs	\$632	34 hrs	\$5,422	\$0	\$5,422

(For Estimating Purpose) FISCAL YEAR 2021-2022			213 \$/hr		175 \$/hr		82 \$/hr		MISC. EXPENSES	TOTAL
Qty	Cost		Qty	Cost	Qty	Cost				
TASK: Project Management During Construction Phase										
3.1 Bidding Project for Construction	20 hrs	\$4,260	20 hrs	\$3,500	6 hrs	\$492	46 hrs	\$8,252	\$0	\$8,252
3.2 Project Reporting during Construction and Close Out Report	12 hrs	\$2,556	12 hrs	\$2,100	6 hrs	\$492	30 hrs	\$5,148	\$0	\$5,148
PROJECT TOTAL	140 hrs	\$28,800	160 hrs	\$27,010	40 hrs	\$3,172	340 hrs	\$58,982	\$1,000	\$59,982

Additional Fee Information

- ▶ This fee estimate is valid for 90 days.
- ▶ This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.

INITIALS:

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS

FROM: BILL LAGRONE, ASSISTANT CITY ADMINISTRATOR

RE: HAVEN OF HOPE ON WHEELS BOND RESIDUAL GRANT

DATE: SEPTEMBER 18, 2018

SUMMARY

Council may discuss Granting fund to the Haven of Hope for the purchase of the hygiene facility, vehicle and necessary equipment for Haven of Hope on Wheels project

DISCUSSION

Haven of Hope on Wheels (HOHOW) is a program established through the Oroville Southside Community Improvement Association (OSCIA), a 501c (3) nonprofit corporation. OSCIA was founded in 2009 with the focus of helping the underserved with resources: healthcare, health education, employment and training needs of residents, and their relationship with local government. The OSCIA and the City of Oroville desire to establish a public/private partnership for this project.

The proposal that Haven of Hope is presenting seeks to work collaboratively with the City of Oroville to address the issues of homelessness by providing adequate hygiene and resource to the affected individuals. Haven of Hope on Wheels (HOHOW) is a mobile, self-contained hygiene shower and laundry trailer to enable staff to reach out to homeless encampments and areas where the homeless congregate. This endeavor will benefit the downtown core businesses by providing a clean, secure facility for the transient population to take care of their basic needs, such as toilets, showers and a laundry facility. It will reduce the number of individuals entering businesses to use restroom facilities and disrupting business activities. The property where the mobile unit will visit will be centrally located for maximum benefit to the homeless community. It should be noted that the reason for the unit being mobile is to protect it from unauthorized use and vandalism during times when it is unattended.

This facility will be a location for individuals to discard their garbage, receive mental health services and minor medical services. In collaboration with the City of Oroville, health care facilities & local organizations, and community members, Haven of Hope proposes utilizing its Haven of Hope on Wheels hygiene trailer to serve the disenfranchised in Oroville 5-6 days a week for a total of 10 -12 weekly sessions.

This project is a public / private partnership that will reduce the blight caused by the transient population in the Downtown area of the City of Oroville.

To fund the purchase of this facility, vehicle and necessary equipment the City will grant funding to the Haven of Hope on Wheels in an amount not to exceed \$175,000.00.

On August 29, 2018 this project was sent to our consultant for advice and direction on how to best proceed. On September 6, 2018 staff spoke with our Bond Counsel, and Bond Consultant, to ensure this grant complies with the intended uses of this funding. The City's consultant team provided guidelines for the issuance of this type of Grant. Cole and Huber provided the contract for this Grant using those guidelines. Staff believes that this use has been vetted through all involved and meets all necessary requirements.

FISCAL IMPACT

Reduction of Redevelopment Agency Bond residual.

Current Balance	\$3,452,685.84
Grant for Haven of Hope on Wheels	\$175,000.00
Available Balance	\$3,277,685.84

RECOMMENDATION

Authorize and direct staff to fund Grant to the Haven of Hope for the purchase of facility, vehicle and necessary equipment for Haven of Hope on Wheels

ATTACHMENTS

1. Grant Contract
2. Cost break out from Haven of Hope

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS
FROM: BILL LAGRONE, ASSISTANT CITY ADMINISTRATOR
RE: COUNCIL ETIQUETTE AND RULES
DATE: SEPTEMBER 18, 2018

SUMMARY

Council may discuss setting voluntary rules of etiquette and decorum for the Council

DISCUSSION

On May 1, 2018 the Council adopted an updated Code of Conduct. After the adoption of the Code of Conduct several Council members have asked to put in place certain voluntary rules for themselves. The purpose of the Rules is to establish policy and guidelines, reflecting expected values and behaviors for use by and applicable to each member.

Since Council members are elected Officials there is no mechanism for enforcement of these Rules. If adopted the Council agrees to voluntarily impose the Rules upon themselves and do their best to adhere to those agreed upon rules.

FISCAL IMPACT

None

RECOMMENDATION

None

The Chico City Council welcomes you to this meeting and invites you to participate in matters before the Council.

Information and Procedures Concerning Conduct of City Council Meetings

PUBLIC PARTICIPATION:

- All members of the public may address Council on any item listed on the agenda.
- All members of the public may address Council on non-agenda items from Business from the Floor.
- Each speaker will be asked to complete a speaker card and turn it in to the City Clerk prior to the conclusion of the staff presentation and will state his/her name at the podium before speaking.
- Persons demonstrating rude, boisterous or profane behavior will be called to order by the Mayor. If such conduct continues, the Mayor may call a recess, requesting the removal of such person(s) from the Council Chamber, adjourn the meeting or take some other appropriate action.

TIME LIMIT:

- Three minute time limit for each speaker unless Council specifies a different time limit based on the time allotted for the item and the number of speakers.
- Speakers may address Council only one time on each agenda item after turning in a Speaker Card to the City Clerk.
- A speaker may not defer his/her time to other speakers.
- Groups or organizations are encouraged to select a spokesperson to speak on their behalf. Each subsequent speaker is encouraged to submit new information, and rather than repeating comments made by prior speakers to simply indicate their agreement with a prior speaker's comments.

WRITTEN MATERIAL:

- Council is unable to read written materials presented at the meeting. If any person intends to appear before the Council and provide written material, it should be delivered to the City Clerk's office 8 days in advance of the meeting (sooner if there are holidays prior to the meeting) in order that copies may be included with the agenda and to give Council an opportunity to review the material in advance.

AMERICAN DISABILITIES ACT:

- Please contact the City Clerk at 896-7250 should you require an agenda in an alternative format or if you need to request a disability-related modification or accommodation in order to participate in a meeting. This request should be received at least three working days prior to the meeting in order to accommodate your request.
- Anyone who has difficulty hearing the proceedings of a meeting may be provided with a portable listening device by requesting one from the City Clerk.



The Chico City Council encourages citizens to participate in the development of city policies and the implementation of City programs.



The Council and staff shall work to preserve appropriate order and decorum during all City meetings.



SPECIAL PRESENTATIONS:

- Special presentations which include slides, films, etc. during the course of a meeting will only be allowed with prior approval of the Mayor.

BUSINESS FROM THE FLOOR:

- A member of the general public may address the Council on any matter not appearing on the agenda that is of interest to such person and is within the jurisdiction of the Council.
- No action can be taken by Council on any items brought forward at this time. Council may request this item to be brought back at a subsequent meeting.

AGENDA COPIES

- Available at the meeting.
- May be mailed to an individual at an annual cost set forth in the City's Fee Schedule.
- May be picked up in advance in the City Clerk's Office without charge.

CLOSED SESSION:

- A description of the items, if any, to be discussed in closed session are always listed on the agenda. Any action taken during this time will be announced when the Council reconvenes to open session.

COPIES OF AGENDA ITEMS:

- Available for public inspection in the City Clerk's Office prior to a meeting.
- Copies may be obtained after payment of applicable copy fees.

USE OF CELL PHONES DURING MEETINGS:

- The Council appreciates your cooperation in turning off all cell phones

ITEMS NOT APPEARING ON POSTED AGENDA This agenda was posted on the Council Chamber Building Bulletin Board at least 72 hours in advance of this meeting. In order for the Council to take action on an item not appearing on the posted agenda, other than merely acknowledging receipt of correspondence or other information, the Council must make one of the following determinations:

1. Determine by a majority vote that an emergency exists as defined in Government Code Sec. 54956.5.
2. Determine by a two-thirds vote, or by a unanimous vote if less than two-thirds of the Council is present, that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted.
3. Determine that the item appeared on a posted agenda for a meeting occurring not more than 5 calendar days prior to this meeting, and the item was continued to this meeting.

**OROVILLE SUCCESSOR AGENCY
STAFF REPORT**

TO: CHAIRPERSON AND COMMISSIONERS

FROM: RICK FARLEY, AIRPORT MANAGER AND RDA COORDINATOR

**RE: PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW
SPEVACEK GROUP, INC.**

DATE: SEPTEMBER 18, 2018

SUMMARY

The Successor Agency may consider a Professional Services Agreement with Rosenow Spevacek Group, Inc. ("RSG"), in the amount of \$75,000. Services will be provided annually, for 13 years to provide Continuing Disclosure and Dissemination Agent Services as required by the Continuing Disclosure Certificate for the Successor Agency's Tax Allocation Refunding Bonds (TARB) Series 2015A and Series 2015B.

DISCUSSION

The Successor Agency issued Tax Allocation Refunding Bonds Series 2015A and Series 2015B ("2015 TARB") that refunded bonds issued by the former Oroville Redevelopment Agency in 2002 and 2004.

The Continuing Disclosure Certificate for the 2015 TARB ("Disclosure Certificate") requires the Successor Agency to prepare an Annual Report due March 31 every year for the duration of the 2015 TARB issue. It also requires the Successor Agency to report any significant events as defined in the Disclosure Certificate, such as payment delinquencies, unscheduled draws on debt service reserves reflecting financial difficulties, and rating changes. The purpose of these reporting requirements is to inform bond holders about various factors affecting the Successor Agency's fiscal health and ability to make debt service payments on the bonds.

RSG has provided a proposal to prepare the Continuing Disclosure Annual Report, assist the Successor Agency with reporting significant events, and act as Dissemination Agent to post required reports and notices. RSG is very familiar with the Successor Agency's administrative and financial background and is experienced in providing the information required by the Disclosure Certificate.

RSG estimates a total budget of \$75,000 to be billed on a time and materials basis. As the requirement for continuing disclosure runs for the duration of the 2015 TARB issue, RSG proposes a thirteen-year commitment to the Successor Agency as follows:

The annual budget as approved in the Last and Final ROPS is as follows:

- FY 2018-19 through FY 2019-20: \$5,500 each year (two years)
- FY 2020-21 through FY 2021-22: \$5,600 each year (two years)
- FY 2022-23 through FY 2023-24: \$5,700 each year (two years)
- FY 2024-25 through FY 2025-26: \$5,800 each year (two years)
- FY 2026-27 through FY 2027-28: \$5,900 each year (two years)
- FY 2028-29 through FY 2030-31: \$6,000 each year (three years)

If approved by the Successor Agency RSG's Continuing Disclosure and Dissemination Services contract will be funded by Redevelopment Property Tax Trust funds. The Last and Final ROPS was approved by the California Department of Finance and included this funding.

As noted in the Disclosure Certificate, the Successor Agency may replace the Dissemination Agent with or without cause, and RSG may resign as Dissemination Agent by providing 30 days written notice to the Successor Agency and the Trustee.

FISCAL IMPACT

This RSG contract will be paid with Redevelopment Property Tax Trust Funds through the ROPS that has been fully approved through FY 2030-31.

There is no impact on the General Fund.

RECOMMENDATION

Adopt Resolution No. 18-02 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., IN THE AMOUNT OF \$75,000 FOR THIRTEEN YEARS, FOR CONTINUING DISCLOSURE AND DISSEMINATION AGENT SERVICES AS REQUIRED BY THE CONTINUING DISCLOSURE CERTIFICATE FOR THE SUCCESSOR AGENCY'S TAX ALLOCATION REFUNDING BONDS SERIES 2015A AND SERIES 2015B – (Agreement No. 18-01).

ATTACHMENTS

Resolution No. 18-02

Agreement No. 18-01

Attachment A: Agreement/Proposal for Continuing Disclosure and Dissemination Agent Services

**SUCCESSOR AGENCY
RESOLUTION NO. 18-02**

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC, IN THE AMOUNT OF \$75,000 FOR THIRTEEN YEARS, FOR CONTINUING DISCLOSURE AND DISSEMINATION AGENT SERVICES AS REQUIRED BY THE CONTINUING DISCLOSURE CERTIFICATE FOR THE SUCCESSOR AGENCY’S TAX ALLOCATION REFUNDING BONDS SERIES 2015A AND SERIES 2015B

(Agreement No. 18-01)

WHEREAS, the Successor Agency to the Oroville Redevelopment Agency (“Successor Agency”) has issued Tax Allocation Refunding Bonds Series 2015A and Series 2015B (“2015 TARB”); and

WHEREAS, the Form of Continuing Disclosure Certificate (“Disclosure Certificate”, for the 2015 TARB requires the Successor Agency to meet certain reporting requirements, including the provision of an Annual Report due by March 31 annually and reporting Significant Events as defined in the Disclosure Certificate; and

WHEREAS, the Successor Agency desires to enter into a contract with Rosenow Spevacek Group, Inc. (“RSG”) to provide continuing disclosure and dissemination agent services to prepare the Annual Report and report on Significant Events as described in the proposal attached as Exhibit A and forward it to its Oversight Board for approval.

BE IT HEREBY RESOLVED by the Oroville Successor Agency as follows:

1. The Mayor/Chairperson is hereby authorized and directed to execute an Agreement between the Oroville Successor Agency and Rosenow Spevacek Group, Inc. to provide continuing disclosure and dissemination agent services to prepare the Annual Report and report Significant Events.

2. The Secretary shall attest to the adoption of this Resolution.

PASSED and ADOPTED by the Oroville Successor Agency at a regular meeting on September 18, 2018 by the following vote:

/

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/

/

/

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:

Scott E. Huber, Agency Counsel

Linda L. Dahlmeier, Chairperson

ATTEST:

Joanna Gutierrez, Interim City Clerk

EXHIBIT - A



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 5414585
INFO@WEBRSG.COM
WEBRSG.COM

Via Electronic Mail

August 22, 2018

Rick Farley, Enterprise Zone & Business Assistance Coordinator
Ruth Wright, Finance Director
CITY OF OROVILLE
OROVILLE SUCCESSOR AGENCY
1735 Montgomery Street
Orville, CA 95965

PROPOSAL FOR CONTINUING DISCLOSURE AND DISSEMINATION AGENT SERVICES

Dear Mr. Farley:

RSG, Inc. ("RSG") is pleased to present this proposal to the Successor Agency to the Oroville Redevelopment Agency ("Successor Agency") to continue to implement the requirements of the Form of Continuing Disclosure Certificate ("Disclosure Certificate") for the 2015 Tax Allocation Refunding Bonds ("2015 TARB"). With the approval of the Last and Final ROPS on January 19, 2018 and DOF approved contract amounts for the line item for Continuing Disclosure, this contract between RSG and the Successor Agency would continue through the end of the reporting requirement, through fiscal year 2030-31.

RSG's primary role would be to prepare the Annual Continuing Disclosure Report and assist the Successor Agency with reporting significant events relating to the bonds. RSG would also act as Dissemination Agent and post the Annual Report and significant event notices, as required by the Disclosure Certificate.

SCOPE OF SERVICES

Annual Continuing Disclosure Report

RSG will prepare an Annual Report that meets the requirements of the Disclosure Certificate approved with the 2015 TARB closing. The Annual Report will include, or incorporate by reference:

- Comprehensive Annual Financial Report of the City and Successor Agency for each Fiscal Year ending
- Updated financial and operating data substantially in the format presented in the Official Statement for the 2015 TARB relating to:
 - Project Area Land Use
 - Top Ten Taxpayers

- Five-Year Historical Assessed Valuation and Property Tax / RPTTF Revenues
- Assessed Value Appeals
- A debt service coverage table updated with the most recent fiscal year
- Redevelopment Property Tax Trust Fund (“RPTTF”) distributions received by the Successor Agency for each ROPS period in the most recent fiscal year

As Dissemination Agent, RSG will post the Annual Report to the Electronic Municipal Market Access (“EMMA”) database by March 31 of each year. RSG will send the Successor Agency proof of the submission, including the submission date.

The next Annual Report will report on Fiscal Year 2017-18 activities and will be posted on EMMA by March 31, 2019. RSG will prepare subsequent Annual Reports upon mutual agreement by RSG and the Successor Agency to continue having RSG serve in the same capacity.

Reporting of Significant Events

RSG will assist the Successor Agency with reporting the following significant events as identified in the draft Disclosure Certificate (this list may be updated when the final Disclosure Certificate is available):

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of Bond owners, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
13. The consummation of a merger, consolidation, or acquisition involving the Agency or the sale of all or substantially all of the assets of the Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake

such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

By execution of this letter, RSG hereby requests Successor Agency staff to notify us of Significant Events in a timely manner as identified in the final Disclosure Certificate (within one business day of the event, if possible). We are available to advise on identifying whether a Significant Event has occurred, such as if there is an unscheduled draw on debt service. As Dissemination Agent, RSG will file a notice of significant events on EMMA within ten business days after the occurrence of the event, to the extent possible. RSG shall not be liable for failing to file notices of significant events that it was not informed of by the Successor Agency. The draft Disclosure Certificate describes additional "Duties, Immunities and Liabilities of the Dissemination Agent".

FEE QUOTE & STAFFING

The requirement for continuing disclosure runs for the duration of the 2015 TARB issue, through fiscal year 2030-31. RSG is proposing a commitment to the Successor Agency through the end of fiscal year 2030-31 for a total budget of \$75,000 as approved in the Last and Final ROPS. RSG estimates an annual budget of \$5,500 per Annual Report starting in 2018-19, with a slight increase for inflation of \$100 every two years, to be billed on a time and materials basis. The annual budget as approved in the Last and Final ROPS is as follows:

- FY 2018-19 through FY 2019-20: \$5,500 each year (two years)
- FY 2020-21 through FY 2021-22: \$5,600 each year (two years)
- FY 2022-23 through FY 2023-24: \$5,700 each year (two years)
- FY 2024-25 through FY 2025-26: \$5,800 each year (two years)
- FY 2026-27 through FY 2027-28: \$5,900 each year (two years)
- FY 2028-29 through FY 2030-31: \$6,000 each year (three years)

This includes reimbursable fees for third party data, including the equalized assessment roll, up to the contract amount. If the cost of third party data plus RSG's fees billed on a time and materials basis causes RSG to exceed the contract amount upon project completion, the City will be charged for third party data. We will bill only those hours actually worked and will not undertake any work outside the scope without a direct request and authorization from City staff. Invoices will be billed at the following hourly rates, subject to inflation:

Principal/Director	\$210
Senior Associate	\$165
Associate	\$150
Senior Analyst	\$125
Analyst	\$115
Research Assistant	\$100
Technician	\$ 75
Clerical	\$ 60

Reimbursable Expenses Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. Any third party data required in excess of RSG's annual contract amount may also be charged to the client, such as the equalized assessment roll and other County data fees. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

This engagement will be completed by Jim Simon, Principal and Ya-yin Isle, Associate. Other staff may be assigned as needed.

RSG's continuing disclosure fees are listed on the Successor Agency's Last and Final Recognized Obligation Payment Schedule ("L&F ROPS") to be paid as an enforceable obligation (not as an administrative cost). RSG's fees for preparing the Annual Reports are to be paid in the ROPS B periods covering January through June. As noted in the Disclosure Certificate, the Successor Agency may replace the Dissemination Agent with or without cause, and RSG may resign as Dissemination Agent by providing 30 days written notice to the Successor Agency and the Trustee.

Should you have any questions or concerns please do not hesitate to contact Ya-yin Isle at 916-284-6275. A signature line is included to sign and return via email (yisle@webrsg.com). RSG can also execute a contract in a format provided by the City if desired.

Sincerely,
ROSENOW SPEVACEK GROUP, INC.



Jim Simon
Principal

Authorized to Proceed by:

Signature

9-18-2018
Date

Name & Title Linda L. Dahlmeier, Mayor

City of Oroville

SEP 04 2018

Administration

ORAC

**OROVILLE RECREATION ADVISORY COMMITTEE
P.O. BOX 528
OROVILLE, CA 95966**

Clerk of the Board for
Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

August 27, 2018

**Filing of Notice to FERC of Action taken by the
OROVILLE RECREATION ADVISORY COMMITTEE
in reference to the Settlement Agreement
filed March 2006 the matter of LAKE OROVILLE DAM
FERC PROJECT 2100**

Ms. Kimberly Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, Northeast
Washington, DC 20426

Dear Members of the Commission;

The Oroville Recreation Advisory Committee (ORAC) was created By FERC in 1994 in response to failure of the California Department of Water Resources, (DWR) the licensed operator for Project 2100, to live up to its license-proscribed recreation mitigation obligations. These obligations started when DWR began operations in 1968.

As part of ORAC's obligations to the recreating public it represents, at an officially noticed and properly conducted meeting on August 24, 2018, in Oroville CA, ORAC adopted a motion on a 5 to 4 vote that concluded as follows (the resolution in it its entirety is attached, as "Attachment-A"):

- **Now Therefore it is resolved: No new FERC license has been issued, therefore DWR has no obligations under the Settlement Agreement. The procedures for dispute resolution are not applicable because there cannot be a dispute over terms or obligations that do not exist. Without the consideration there is no obligation on the part of ORAC to engage in meaningless dispute resolution. For all the above stated reasons ORAC hereby withdraws from and disavows the Settlement Agreement. The ORAC Chairman is directed to make this resolution known to the Federal Energy Regulatory Commission.**

ORAC submitted letters to FERC dated May 9, 10 and 30, 2018 regarding several motions made at its May 4, 2018 meeting. DWR responded to those first letters on June 19, 2018 and July 5, 2018. In their first letter in response to ORAC's request to continue ORAC into the new license term and eliminate all references to the License Coordinating Unit (LCU) and the Recreation Advisory Committee (RAC) from the Settlement Agreement (SA) and Recreation Management plan, DWR responded that the motions were not appropriate because they were contrary to the provisions of the Relicensing Settlement

Agreement signed in March 2006. DWR's letter suggested that the new entity, RAC, which is provided by the Settlement Agreement gave the public equal weight and authority as the current ORAC committee has. This was misleading at best: ORAC has direct access and right of appeal to FERC. The new entity, RAC will only have direct access to DWR or the License Coordinating Unit resulting in a great diminishment of the voice of the people. One of DWR's letters references RAC as merely a "forum".

DWR's letter also referenced the obligations of the license signatories to support and advocate for the Settlement Agreement. ORAC complied with this for a reasonable period of time, but 12 years of unilateral obligation is beyond a reasonable period of time. Consider:

- ORAC entered into the Settlement Agreement in March 2006 with the clear understanding that a new license would be issued shortly.
- Over 12 years later, no new license has been issued and it is unknown when one might be forthcoming -- especially in light of the ongoing analysis of the spillway incident and the multi-year Comprehensive Needs Analysis (CNA) that has just begun.
- Under the Settlement Agreement (Section 1.3.1) the contractual obligations of DWR only begin when it affirmatively accepts a new license. This ongoing condition of 12 years without obligation is one condition with which DWR is totally satisfied. Since DWR has not met its recreation obligations under the old license, it has effectively been meeting no obligations at all.

Therefore, there has been a total failure of consideration in law over a 12-year period that would bind ORAC or any party to the Settlement Agreement with DWR.

Additionally, as stated in ORAC's May 9, 2018 letter, ORAC was disadvantaged in the Settlement discussions as a result of years of its recommendations being mostly ignored by DWR unless they were backed by FERC and the DWR immovable position that there would BE NO ORAC EQUIVALENT in the new license. DWR's adamant stand that there would be no ORAC equivalent in the new license is akin to a gag order for the recreating public and the local community.

Since the time of ORAC's creation, it has been a "David vs. Goliath" contest. Unpaid volunteers representing the recreating public have continually fought to get the promised recreational facilities from one of the largest and most powerful bureaucracies in the state.

That imbalance of power was no more evident than when, almost 15 years ago, in the relicensing agreement settlement negotiations, the DWR chief negotiator proclaimed that the removal of ORAC and substitution of a "Recreation Advisory Committee (RAC)" having no final voting public participation" was a non-negotiable principle. The SA REC plan actually refers to RAC as a "forum" which is basically a gathering in a market place. This is an outstanding example of the arrogance of a state agency against the very people whom they allegedly serve.

A valid case can be made with respect to ORAC and many of the other volunteer "David" entities, that they were negotiating under duress.

During the Settlement Agreement negotiations, the public parties, having been worn down by 50 years of broken promises, reluctantly agreed to a concocted trigger mechanism built into the settlement to

“objectively” signal when new facilities were needed. This concocted system was based on “turn-aways” at admission kiosks, wait times at launch ramps, crowding at camp sites and such.

Fast forward 15 years since the SA negotiations era and virtually everything has changed except DWR’s intransigence and its philosophy of “DON’T BUILD IT AND THEY WON’T COME” and then using the lower attendance figures as justification for not building the proscribed facilities. This circular and economically destructive argument has negatively affected the local community and recreating public since the Lake Oroville Dam was built.

Specifically, the conditions regarding the operation of Lake Oroville have changed so dramatically that the Settlement Agreement could not and did not take the present situation into account and eliminated any prospect that the “trigger mechanisms” would ever be effective or even invoked.

As pointed out in ORAC’s May 9, 2018 letter:

- The recent history of repetitive, deeper and longer droughts causes much what recreation facilities were built to be ineffectual. Because of longer periods of low lake levels, the approximately 40 launch lanes are reduced to 5 to 7 launch lanes during prime lake recreation periods. Drought conditions are now more frequent and expected to continue.
- The lower lake levels render swimming access from campgrounds unavailable and the dryer and hotter temperatures make Lake Oroville SRA camping undesirable at best.
- In order to sidestep certain license-required funding obligations DWR “sub-contracts” its recreational obligations to its sister bureaucracy, the California State Department of Parks. Parks approach to marketing seems to be if revenue falls because admissions drop, raise prices, and then are surprised when attendance goes down. The “free or reasonably priced” recreation that was promised to the community is conveniently pushed aside. No reasonable person will pay \$8.00 parking to take a ten-minute walk through masses of goose droppings on a so-called beach. Attendance numbers decrease because no one wants to pay for a sub-standard experience. No private business would ever be so misguided as to use this business model unless they wanted to fail. Logical deduction tells us that DWR wants recreation to fail so they will no longer have to spend any of the money they reap from the project on the recreational bill of goods (read: booming economy) that was sold to the community over 50 years ago.

The “Spillway Incident” of February 12, 2017, caused the dislocation-by-evacuation of the lives of thousands of people and damages in the billions of dollars to the local and downstream communities. In the Independent Forensic Report responsibility for the failure was primarily attributed to failures by the operator either during construction or management of the facilities afterward. Other recent project failures have included the major fire in the Ronald B. Robie Powerhouse in Thermalito and the river valve failure that resulted in severe injuries to several employees and a significant Occupational Safety and Health Act (OSHA) citation.

As a result, the community has lost trust in DWR to be a safe operator and a new license should not be issued until and unless DWR re-establishes trust with ALL of the entities its actions affect.

DWR has repeatedly stated to members of ORAC that ORAC can only approach FERC through the bi-annual report that DWR sends to FERC (ref: DWR's letter to FERC dated July 5, 2018). ORAC refuted this claim in its July 30, 2018 letter to FERC.

DWR's letter of July 5 further used "adherence to the current license published REC Plan" as a reason to not embark on any of the improvements requested by the community. It is evident that this is a convenient excuse to avoid their responsibilities to the community. A prime example is the projects DWR embarked upon in the aftermath of the Feb 2017 Spillway debacle that closed so many recreational facilities. It was a desperate measure taken by DWR to assuage the deep community fears and resentment in the aftermath of the disaster.

In its May 10 letter requesting improvements in the Forebay and Afterbay areas, ORAC noted that the current improvements requested by ORAC, while made more urgent by the diminished recreational opportunities in the main reservoir, paled in comparison to the Forebay and Afterbay facilities ORAC and the community were promised in DWR's Bulletin 117-6, Dated December 1966. ORAC and the community certainly got no forewarning when DWR decided to unilaterally abandon those plans upon which the public relied.

On this aspect alone, DWR has been in breach of the original license (still in effect) for over 50 years.

As a result of the environmental and operational changes that have occurred, the entire recreational use of the facilities at Lake Oroville need to be re-examined and altered to co-exist with the new environmental operation criteria that will need to be implemented -- including new safety and Homeland Security concerns. The just started Comprehensive Needs Assessment (CAN) includes the study of alternatives that could further alter the physical plant as well as reservoir operations that could render the two Lake Oroville Marinas dry canyons. It is inconceivable that any other conclusions can be drawn than that the assumptions and analyses underlying the Settlement Agreement are invalid or out of date.

The public, including equestrians and hikers, have declared their disagreement with items in the settlement agreement that came to light in the aftermath of the reconstruction disruption to trails and their uses. The Equestrians in their filing appended some 3,000 petitioners. The general public in the Oroville area have registered almost 7,000 signatures protesting, among other things failure of DWR to provide the promised (and license required) recreational facilities.

For all the above stated reasons ORAC hereby claims the Settlement Agreement is no longer valid and ORAC disavows any obligation to abide by any of its terms. No new FERC license has been issued, therefore DWR has no obligations under the Settlement Agreement. The procedures for dispute

resolution are not applicable because there cannot be a dispute over terms or obligations that do not exist. Without the consideration there is no obligation on the part of ORAC to engage in meaningless dispute resolution.

For all the above stated reasons ORAC hereby withdraws from and disavows the Settlement Agreement.

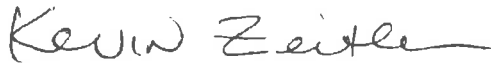
The ORAC Chairman is directed to make this resolution known to the Federal Energy Regulatory Commission.

This letter has been reviewed and approved by those majority members voting for this motion at ORAC's August 24, 2018 meeting, including representatives of these ORAC seated organizations:

- Butte Sailing Club
- Citizens for Fair and Equitable Recreation Use of Lake Oroville
- Lake Oroville Fish Enhancement Committee
- Butte County
- Butte County Citizens for Fair Government

Thank you for your kind and earnest attention to this request. If you have any questions, please contact us at the above address.

Sincerely,



Kevin Zeitler, ORAC Chair

Attachment

Cc's; see below

Attachment A

Resolution Presented at the ORAC meeting of August 24, 2018

- Whereas: ORAC entered into the Settlement Agreement in March 2006 with the clear understanding that a new license would be issued shortly.
- Whereas: Over 12 years later no new license has been issued.
- Whereas: Under the Settlement Agreement (Section 1.3.1) the contractual obligations of DWR only begin when they affirmatively accept a new license. This never occurred.
- Whereas: There is, therefore, a total failure of consideration over a 12 year period that binds ORAC or any party to the Settlement Agreement with DWR.
- Whereas: For over 50 years DWR has been in breach of the original license, by failing to abide by the DWR Bulletin 117-6.
- Whereas: the conditions regarding the operation of Lake Oroville have changed dramatically; the Settlement Agreement could not and did not take the present operational conditions into account.
- Whereas: The new physical and environmental reality was never studied and Climate change effects and new flow criteria being implemented for all major rivers leading to the Delta will most likely make Lake Oroville a dead pool every other year.
- Whereas: The entire recreational uses of the facilities at Lake Oroville have to be reexamined and altered in order to co-exist in any meaningful manner with the new operation criteria that will certainly be implemented. This must include safety and Homeland Security concerns.
- Whereas: The "Spillway Incident" caused the evacuation of 180,000 people and damages in the billions of dollars to the local and downstream communities; this was not the only incident of DWR failures of consequence in the last ten years.
- Whereas: The ongoing failures in the area of Public Safety including the spillway failure, the destruction by fire of the Ronald B. Robie Generating Plant, failure of the river valve in the Hyatt Power Plant have created a lack of public trust in DWR's ability to adequately safeguard the public.
- Now Therefore it is resolved: No new FERC license has been issued, therefore DWR has no obligations under the Settlement Agreement. The procedures for dispute resolution are not applicable because there cannot be a dispute over terms or obligations that do not exist. Without the consideration there is no obligation on the part of ORAC to engage in meaningless dispute resolution. For all the above stated reasons ORAC hereby withdraws from and disavows the Settlement Agreement. The ORAC Chairman is directed to make this resolution known to the Federal Energy Regulatory Commission.

ORAC Members

US Senator Dianne Feinstein
331 Hart Senate Office Building
Washington DC 20510

San Francisco Office
One Post Street Suite 2450
San Francisco, CA 94104

US Senator Kamala Harris
112 Hart Senate Office Building
Washington, DC 20510

San Francisco Office
333 Bush Street Suite 3225
San Francisco, CA 94104

Assemblyman James Gallagher
District Office
1130 Civic Center Blvd.
Yuba City, CA 95993

District Office
2060 Talbert Drive Suite 110
Chico, CA 95928
Capitol Office
State Capitol Suite 2158
Sacramento, CA 94249

Senator Jim Nielsen
District Office
2635 Forest Avenue Suite 110
Chico, CA 95928

Capitol Office
State Capitol
Room 2068
Sacramento, CA 95814

Congressman Doug LaMalfa
322 Cannon House Office Building
Washington, DC 20151

District Office
2862 Olive Highway Suite D
Oroville, CA 95966

Congressman John Garamendi
2438 Rayburn HOB
Washington, DC 20515

District Office
795 Plumas Street
Yuba City, CA 95991

Oroville City Council
1735 Montgomery Street
Oroville, CA 95965

Butte County Board of Supervisors
25 County Center Drive, Suite 200
Oroville, CA 95965



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

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For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Oroville** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

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