



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

May 02, 2023
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the properties commonly known as 1875 Feather River Blvd, Oroville, CA 95965.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. A proclamation declaring May 2023 as Building Safety Month

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

Consent calendar items 1 - 3 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. **AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES AND THE CITY OF OROVILLE FOR USE OF THE AIRPORT BUSINESS PARK ROADWAYS**

Authorize the City Administrator to enter into an agreement with the State of California Department of Motor Vehicles for the use of the Airport Business Park roadways to deliver Commercial Driver License (CDL) performance tests.

RECOMMENDATION

Authorize the City Administrator to enter into an agreement with the State of California Department of Motor Vehicles for the use of the Airport Business Park roadways to deliver Commercial Driver License (CDL) performance tests for a period of two years, with a one-year option to extend.

2. **SR 162 ACTIVE TRANSPORTATION (ATP) - PROJECT MANAGEMENT CONTRACT AMENDMENT TO AGREEMENT NO. 3212-8.2**

The Council will consider a contract amendment with Bennett Engineering Services for the SR 162 ATP to continue assisting the City in management and review of the ATP as well as coordination with Caltrans for progress updates and periodic invoicing of the project grant on behalf of the City.

RECOMMENDATION

Approve Agreement No. 3212.8 Amendment No. 3 for Bennett Engineering to continue to provide Project Management Services through the extended project schedule.

3. INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF BUTTE AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYER MORTGAGE ASSISTANCE PROGRAM

The Council will consider an Intergovernmental Subrecipient Agreement between the County of Butte and the City of Oroville for Program Administrator Services for Butte County's CalHome First-Time Homebuyers Mortgage Assistance Program through October 13, 2025.

RECOMMENDATION

Adopt Resolution No. 9133 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AN INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN BUTTE COUNTY AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYERS MORTGAGE ASSISTANCE PROGRAM.

Approve Budget Adjustment indicated in the fiscal impact of this Staff Report dated May 2, 2023.

REGULAR BUSINESS

4. CONSIDER AND ADOPT SALARY RANGES FOR CHIEF OF POLICE AND ASSISTANT CHIEF OF POLICE

The City Council will consider adopting the addition of two salary ranges (Chief of Police and Assistant Chief of Police) to the Master Salary Schedule.

RECOMMENDATION

Approve the attached Master Salary Schedules including a salary range for Chief of Police and Assistant Chief of Police.

5. REVISED COMMUNITY DEVELOPMENT DIRECTOR AND PUBLIC WORKS DIRECTOR JOB SPECIFICATIONS

The Council may consider modifying the existing Community Development Department to create two separate departments: Community Development Department and Public Works Department. Staff are requesting that the Council approve the modified job specifications for the Community Development Director and Public Works Director job specifications.

RECOMMENDATION

Staff recommends the approval of the modified Community Development Director and Public Works Director job descriptions and authorization to recruit for both.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on May 18, 2023, at 4:00 p.m.

Accommodating Those Individuals with Special Needs – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

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

City of Oroville

A PROCLAMATION RECOGNIZING MAY 2023 AS BUILDING SAFETY MONTH

WHEREAS, *the City of Oroville recognizes that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and*

WHEREAS, *our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians--building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry--who work year-round to ensure the safe construction of buildings; and*

WHEREAS, *these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the build environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and*

WHEREAS, *these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and*

WHEREAS, *Building Safety Month is to remind the public about the critical role of our communities' largely unknown protectors of public safety--our local code officials--who assure us of safe, sustainable and affordable buildings that are essential to our prosperity; and*

WHEREAS, *each year, in observance of Building Safety Month, people all over the world are asked to consider a commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

NOW, THEREFORE, *I, Mayor David Pittman, in concurrence with the Oroville City Council, do hereby proclaim May 2023, as Building Safety Month and encourage all community members to join us in our commitment to ensuring a safe community through responsible building practices and in honoring our local building department for their dedication to our community.*

David Pittman, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCILMEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES AND THE CITY OF OROVILLE FOR USE OF THE AIRPORT BUSINESS PARK ROADWAYS

DATE: MAY 2, 2023

SUMMARY

Authorize the City Administrator to enter into an agreement with the State of California Department of Motor Vehicles for the use of the Airport Business Park roadways to deliver Commercial Driver License (CDL) performance tests.

DISCUSSION

Staff received an inquiry from the Field Operations Division Manager from the State of California Department of Motor Vehicles (DMV) requesting to utilize the Oroville airport Business Park roadways for a 90-day pilot period to deliver Commercial Drive License skills testing (CDL) services for the Oroville community and the students from Lineman College.

Following the 90-days trial period, it was determined the pilot program was successful. There was minimal disruption to the businesses in the airport business park and the benefit to the community and Lineman College were realized. DMV then requested to enter into a two-year agreement to continue the program.

Staff worked with DMV to negotiate the terms and draft the agreement to allow for DMV to deliver Commercial Driver License (CDL) performance tests consisting of three phases: vehicle inspection, basic controls skills test, and conduct road tests by CDL applicants. The road access and use by the DMV are for the purposes of California drivers to obtain a CDL Class A or B and are as described and depicted on Exhibit A located at the south end of Chuck Yeager Way through the access from Challenger Avenue as delineated by the yellow lines. The above will take place Monday through Saturday from 7:00 am to 4:00 pm.

Rental payments of \$1,000 per month shall be paid by the State on the last day of each calendar quarter and will commence on May 1, 2023, and end April 30, 2025, with a one year option to extend.

FISCAL IMPACT

Rental payments of \$1,000 per month shall be paid by the State on the last day of each calendar month and will commence on May 1, 2023, and end April 30, 2025.

RECOMMENDATION

Authorize the City Administrator to enter into an agreement with the State of California Department of Motor Vehicles for the use of the Airport Business Park roadways to deliver Commercial Driver License (CDL) performance tests for a period of two years, with a one-year option to extend.

ATTACHMENTS:

Agreement No. XXXX
Exhibit "A"

DELEGATED SHORT FORM LAND LEASE

<u>LEASE COVERING PREMISES LOCATED AT</u> 225 Chuck Yeager Way, Oroville CA 95965
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 94-6000384
<u>TENANT AGENCY</u> Department of Motor Vehicles

File No.: 11736
 Project No.: 11736 Oroville

THIS LEASE, made and entered into this 1st day of April 2023 by and between

City Of Oroville

hereinafter called Lessor, and the State of California, by and through its duly appointed, qualified and acting Director of the Department of Motor Vehicles, hereinafter called State.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases unto State and State hereby hires from Lessor those certain premises situated in the City of Oroville, County of Butte, State of California, and more particularly described as follows:

An area of land located at the south end of Chuck Yeager Way through the access from Challenger Avenue of approximately .3 acres located within the parcel of Assessor Parcel Number: 94-6000384 and addressed as 225 Chuck Yeager Way, Oroville, CA 93965 hereinafter referred to as the premises as outlined on the attached map labeled Exhibit "A".

- a) The DMV shall have use of the premises per Exhibit A to deliver Commercial Driver License (CDL) performance tests consisting of three phases: vehicle inspection, basic controls skills test, and conduct road tests by CDL applicants. The road access and use by the DMV are for the purposes of testing California drivers to obtain a CDL Class A or B and are as described and depicted in Exhibit A.
- b) The DMV may conduct business on the premises Monday through Saturday from 7 am to 4 pm.
- c) The following services and/or amenities shall be provided at the site:
 - i. A portable restroom that meets the Standards for Accessible Design for employees' and customers' use and access provided by the City of Oroville during the specified DMV days and times of operation at the site.
 - ii. Daily trash service at the site by City, by provision of a trash container for DMV use adjacent to the portable restroom.
 - iii. Access to a storage area for test markers, traffic cones, and signs shall be provided by the City of Oroville. DMV will secure the storage items at their sole cost and responsibility.

2. The term of this lease shall commence on April 1, 2023, and shall end on March 31, 2026, with such rights of termination as may be hereinafter expressly set forth.

3. State may terminate this lease at any time effective on or after March 31, 2025, by giving notice to Lessor at least sixty (60) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during the said term as follows:

ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00)
From April 1, 2023 through March 31, 2026 and thereafter.

5. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows:

To the Lessor at

Phone: (530) 538-2405

City of Oroville
1735 Montgomery St.
Oroville, CA 95965
Attn: Dawn Nevers, Assistant Community Development Director
Email: dnevers@cityoforoville.org

and to State at

Phone: (916) 657-7776

DMV Facilities Operations Branch
2415 First Ave, MS: A156
Sacramento CA 95818
Attn: Leasing Unit Manager
Email: DMVASDLeasingUnit@dmv.ca.gov

Nothing herein contained shall preclude the giving of any such written notice by personal service.

6. Lessor agrees that, prior to, the leased premises will be made ready for State's occupancy in full compliance with Exhibit "A", consisting of two (2) sheets titled, "Project No. 11736 Oroville" dated April 1, 2023, and by this reference incorporated herein.

7. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damage arising from the negligence of State's agents, invitees or employees.

8. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises.

9. Lessor agrees that State, keeping and performing the covenants and agreements herein contained on the part of State to be kept and performed, shall at all times during the existence of this lease, peaceably and quietly, have hold and enjoy the leased premises, without suit, trouble or hindrance from Lessor, or any person claiming under Lessor.

10. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease, shall, in the case of total destruction of the leased premises, immediately terminate. In case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination to the Lessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the ground space State is precluded from occupying to the total ground space of the leased premises.

11. Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

12. To the extent authorized by any fire and extended coverage insurance issued to Lessor on the herein demised premises, Lessor releases State from liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.

13. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

14. In the event the State remains in possession of the premises after the expiration of the lease term or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to sixty (60) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

15 Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.

16. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and California Certified Small Business (SB) and we encourage the Lessor to utilize DVBE and Certified SB to fulfill its lease obligation under this lease.

17. Except in emergency situations, the Lessor shall give not less than 24 hours prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State-occupied space may result in employee health concerns in the work environment.

18. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first above written.

STATE OF CALIFORNIA

CITY OF OROVILLE

DEPARTMENT OF MOTOR VEHICLES

LESSOR

By _____
Sjon Woodlyn, Chief
Facilities Operations Branch

Date: _____

By _____
Brian Ring, City Administrator

Date: _____

By _____
Robbie Crockett, Deputy Director
Administrative Services Division

Date: _____

By _____
Scott Huber, City Attorney

Date: _____

By _____
Jackie Glover, Assistant City Clerk

Date: _____

Project No. 11736 Oroville
EXHIBIT A
April 1, 2023



Project No. 11736 Oroville

EXHIBIT A

April 1, 2023

The Lessor shall provide to the State access and use of the existing portable restroom with hand washing station, shown below, located currently at the fuel island near the agreed upon DMV area of use. The Lessor shall provide to the State a key to the master lock on the rolling gate between the State's area of use and the fuel station to allow the State access to the portable restroom, trash container, and the storage area for DMV storage.





CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

**RE: SR 162 ACTIVE TRANSPORTATION (ATP) - PROJECT MANAGEMENT
CONTRACT AMENDMENT TO AGREEMENT NO. 3212-8.2**

DATE: MAY 2, 2023

SUMMARY

The Council will consider a contract amendment with Bennett Engineering Services for the SR 162 ATP to continue assisting the City in management and review of the ATP as well as coordination with Caltrans for progress updates and periodic invoicing of the project grant on behalf of the City.

BACKGROUND

The project grant was pursued by the City in 2015 and awarded under Active Transportation Program (ATP) Cycle 3 through the California Transportation Commission (CTC) and Caltrans. Capacity Management and Air Quality (CMAQ) grant is also allocated to cover the design cost. All together the project grants provide for \$3,951,000 to design, construct, and manage a contractor to implement bicycle, pedestrian, and mobility improvements from Feather River Park, west of Hwy 70 to Foothill Blvd, along SR 162. This includes sidewalk closures, pedestrian crossings, bike lanes, and pedestrian signal improvements along the corridor.

The project also incorporated an older Bicycle Transportation Account (BTA) Grant (approximately \$350,000) that included bike lane striping and signage for 2.7 miles of Class II bike-lane from Hwy 70 to Orange Avenue along Oro Dam Blvd East. A portion of that grant was used to supplement the design of the ATP/BTA combined project.

The project design was awarded to a consultant, Mark Thomas (MT), in December of 2019 (\$1,052,246). MT progressed the design to a 30% level and identified some gaps in the project as defined in the ATP application and scope. It was apparent that portions of the sidewalk closures could not be constructed without additional right-of-way (ROW) along the south side of Hwy 162 from S. 7th Ave to just beyond S. 5th Ave. Unfortunately, the grant money provided did not address the issue and the money allocated under ATP could not be used for this purpose.

The additional cost to survey, engineer, value, negotiate, and purchase this ROW was required to be provided by the local sponsor, the City of Oroville. The estimate for ROW purchase was \$236,000. Costs for just compensation were estimated and budgeted at \$264,000. Staff

budgeted \$500,000 in the Fiscal Year 2022-23 in anticipation of these costs. There are two remaining parcels in negotiation.

The design consultant also provided a construction cost estimate in October of 2020 that exceeds the grant money provided under the ATP. The CMAQ and ATP grant allocation is set, and additional dollars will not be provided by the CTC under the grant. The additional construction cost would also be the burden of the local sponsor, the City. The construction cost assumed in the 2015 ATP application was \$3,111,000, with \$300,000 allocated for Construction Management. The current construction estimate eight years later now is \$5,964,960.00 (with a 10% contingency).

In total, the project is currently anticipated to cost \$7,062,018.00 for project management and design amendments, ROW acquisition, construction, and construction management. This would mean the City would need to budget an estimated \$2,371,000 from 2023 to early 2024 to meet its obligations to deliver the project per the ATP grant cooperative agreement with Caltrans.

Caltrans has a parallel project planned along the same corridor under their Capital Preventative Maintenance (CAPM) plan. This project is primarily about pavement rehabilitation and is planned to be constructed in 2025. The project will replace pavement and striping along SR-162 from Hwy 70 to Foothill Blvd. There was clear overlap between improvements of the two projects and re-work of the projects has been coordinated to save time and costs.

DISCUSSION

On April 6, 2021, Council approved the use of Local Transportation Funds to support the additional studies and right-of-way required to complete the project. This also follows the June 15, 2021, City Council Meeting authorizing a contract amendment to Mark Thomas and Company for the project design contract. On December 7, 2021, Council amended the agreement to complete additional studies required by Caltrans and support right-of-way acquisition to complete the design and construction of the project as defined under the ATP grant.

Bennett Engineering (BEN|EN) is requesting an amendment to the project management contract to continue assisting the City in management and review of Mark Thomas' design of the ATP project as well as coordination with Caltrans for progress updates and periodic invoicing of the project grant on behalf of the City.

BEN|EN has incurred additional level of effort and costs due to the extension of the project timeline for right-of-way acquisition and additional updates to the project description to accommodate ROW changes into the Request for Authorization (RFA) of the ATP Grant for the Construction phase.

The original scope is unchanged in its description of tasks. The fee estimate for the amendment is Attached. This Amendment would increase Task 3 – Project Management During Construction budget by \$10,900. BEN|EN is requesting an additional \$10,900 for the contract. If approved, this amendment would bring BEN|EN's NTE contract to \$110,640.

FISCAL IMPACT

The amendment request of \$10,900 will come from the Capital Improvement Fund.

RECOMMENDATION

Approve Agreement No. 3212.8 Amendment No. 3 for Bennett Engineering to continue to provide Project Management Services through the extended project schedule.

ATTACHMENTS

Agreement No. 3212-8.3
Amendment request letter
Fee Estimate Amendment Request

April 10, 2023

BEN|EN

TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100

F 916.783.4110

www.ben-en.com

Dawn Nevers, Assistant Community Development Director
City of Oroville
1735 Montgomery St
Oroville, CA
95965

Subject: SR 162 – ATP Project Management Contract Amendment Request No. 3

Dear Dawn:

Bennett Engineering (BEN|EN) is requesting an amendment to the project management contract to continue assisting the City in management and review of Mark Thomas' design of the ATP project as well as coordination with Caltrans for progress updates and periodic invoicing of the project grant on behalf of the City.

BEN|EN has incurred additional level of effort and costs due to the extension of the project timeline for right-of-way acquisition and additional updates to the project description to accommodate ROW changes into the Request for Authorization of the ATP Grant for the Construction phase.

This Amendment would increase Task 3 – Project Management During Construction budget by \$10,900. BEN|EN is requesting an additional \$10,900 for the contract. If approved, this amendment would bring BEN|EN's NTE contract to \$110,640.

The original scope is unchanged in its description of tasks. The fee estimate for the amendment is attached.

Sincerely,



Mike Massaro, PE
Principal

Attachments: Scope, Amendment Fee Estimate

cc: Jorge Renteria, PE – PM, File

Fee Estimate

Client: City of Oroville

Consultant: Bennett Engineering Services Inc

Project: HWY 162 ATP Management of Grant Funded Project - AMENDMENT No. 3

Date: 04/10/2023



Fee Estimate			Project Manager IV 201 \$/hr		Engineer VI 211 \$/hr		Administrative 77 \$/hr		BEN EN Subtotal		MISC. EXPENSES	TOTAL
FY - 2018 - 2019			Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
TASK 1: Consultant Selection Process - COMPLETE												
1.1 Procurement Planning			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0		
1.2 Solicitation Documents and Advertisement			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
1.3 Evaluation and Selection of Consultant			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
1.4 Contract Negotiation and Execution			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
FISCAL YEARS 2021-2023			210 \$/hr		215 \$/hr		100 \$/hr					
TASK 2: Project Management during Design Phase - COMPLETE												
2.1 Project Kick off Meeting and Verification of Scope and Project Schedule			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
2.2 Reviewing Consultant Submittals			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
2.3 Review Bid Documents & Caltrans Document Submittals			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
2.4 Additional Contract Requirements			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
2.5 Coordination with Caltrans CAPM Team			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
2.6 Coordination with BCAG and UPRR			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
2.7 Coordination with FRRPD and CVFPB permit and hydraulic modeling			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
FISCAL YEAR 2023-2024			213 \$/hr		217 \$/hr		100 \$/hr					
TASK 3: Project Management During Construction Phase - ORIGINAL BUDGET												
3.1 Bidding Project for Construction			34 hrs	\$7,242	16 hrs	\$3,376	2 hrs	\$200	52 hrs	\$10,818	\$82	\$10,900
3.2 Project Reporting during Construction and Close Out Report			hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0
PROJECT TOTAL			34 hrs	\$7,242	16 hrs	\$3,808	2 hrs	\$200	52 hrs	\$10,818	\$82	\$10,900

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 charge 50% premium.
- ▶ Substantial changes in the required scope of work or schedule may result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1st.

INITIALS:

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF OROVILLE AND BENNETT ENGINEERING SERVICES**

(Agreement 3212-8.2)

This Amendment ("Amendment") dated April 18, 2023 is between the City of Oroville ("City") and Bennett Engineering Services ("BEN-EN") relating to BEN-EN's project management services related to the ATP project. In consideration of the terms and conditions herein, the City and BEN-EN agree that the Agreement shall be amended as follows:

1. The amount of compensation to be paid by the City to BEN-EN shall be increased by \$10,900.
2. Conflicts between the Agreement, and this Amendment shall be controlled by this Amendment. All other provisions within the Agreement shall remain in full force and effect.

CITY OF OROVILLE

BENNETT ENGINEERING SERVICES

By: _____
David Pittman, Mayor

By: _____
Its:

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF BUTTE AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYER MORTGAGE ASSISTANCE PROGRAM

DATE: MAY 2, 2023

SUMMARY

The Council will consider an Intergovernmental Subrecipient Agreement between the County of Butte and the City of Oroville for Program Administrator Services for Butte County's CalHome First-Time Homebuyers Mortgage Assistance Program through October 13, 2025.

DISCUSSION

Butte County Administration requested the City Council and Business Assistance and Housing Development staff to consider administering the County's CalHome Disaster Assistance Sponsored Mortgage Assistance Program. The County was granted \$800,000 from the CalHome Program to provide approximately eight (8) Mortgage Assistance loans to households at or below 120 percent of Area Median Income (AMI) who are victims of a recent disaster in Butte County. CalHome funds can only be used as gap financing (difference between what the primary lender will loan). Below is a program comparison of the main differences between the City and the County's programs:

Butte County	City of Oroville
1. Borrower can purchase in all of Butte County; including incorporated cities of Oroville, Chico, Paradise, Gridley and Biggs	1. Oroville City limits only
2. Maximum debt to income ratio is 39%	2. Maximum debt to income ratio is 42%
3. Maximum purchase price set by California Association of Realtors current median sales price for single-family home. Currently at \$421,650.	3. State HOME Program Single family Homeownership Value Limits for current year. Currently at \$361,000.
4. For borrowers affected by a disaster can have income up to 120% of AMI; borrowers not affected by a disaster can have income up to 80% of AMI	4. Borrowers can have incomes up to 80% of AMI.

City staff has the capacity and knowledge to administer the program with little or no impact to the current department programs. While there are some differences within the program guidelines and eligibility criteria, they are not significant.

The City will be compensated \$81,833.00 for program management through October 13, 2025. The amount is an administration fee based on 10% of each First-time Homebuyer Loan, the homebuyer education fee and Disaster Recover Grant funding. Up to \$74,333 of CalHome funds will be spent only for CalHome-eligible Activity Delivery costs. The County will supplement grant funds for \$7,500 for ineligible CalHome Activity Delivery costs.

FISCAL IMPACT

No General Fund Impact

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

Fund 225

Revenues:

<u>Account No.</u>	<u>Account Name</u>	<u>\$ Amount</u>
4550	Other Grant Revenue	\$81,833.00

Expenses:

<u>Account No.</u>	<u>Account Name</u>	<u>\$ Amount</u>
5100-5610	Direct Labor	\$77,500.00
6360	Outside Services	\$ 4,333.00

RECOMMENDATION

1. Adopt Resolution No. 9133 -A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AN INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN BUTTE COUNTY AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYERS MORTGAGE ASSISTANCE PROGRAM.
2. Approve Budget Adjustment indicated in the fiscal impact of this Staff Report dated May 2, 2023.

ATTACHMENTS

- A- Resolution No. 9133
- B- Intergovernmental Sub-recipient Agreement and Program Guidelines

**CITY OF OROVILLE
RESOLUTION NO. 9133**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AN INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT BETWEEN BUTTE COUNTY AND THE CITY OF OROVILLE FOR PROGRAM ADMINISTRATOR SERVICES FOR BUTTE COUNTY'S CALHOME FIRST-TIME HOMEBUYERS MORTGAGE ASSISTANCE PROGRAM.

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

1. The Oroville City Council hereby authorizes an Intergovernmental Subrecipient Agreement between Butte County and the City of Oroville for Program Administrator Services for Butte County's CalHome First-Time Homebuyers Mortgage Assistance Program. A copy of the Intergovernmental Sub-recipient Agreement and Program Guidelines have been 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 on May 2, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

**INTERGOVERNMENTAL SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF BUTTE AND THE CITY OF OROVILLE
FOR PROGRAM ADMINISTRATOR SERVICES**

THIS AGREEMENT, is entered into as of May 23, 2023, between the COUNTY OF BUTTE, referred to as GRANTEE, and CITY OF OROVILLE, referred to as SUBRECIPIENT, with reference to the following:

A. WHEREAS, COUNTY has entered into Standard Agreement No. 21-CalHome-17229- referred to as STANDARD AGREEMENT and attached as Exhibit E, to receive funding from the CalHome Program, from the State of California, Department of Housing and Community Development, referred to as HCD, to finance the COUNTY OF BUTTE Disaster Assistance Housing Rehabilitation Program, referred to as the PROGRAM; and

B. WHEREAS, SUBRECIPIENT meets the experience requirements as outlined by the CalHome Program and GRANTEE's procurement requirements and has expertise in carrying out first time homebuyer programs; and

C. WHEREAS, GRANTEE wishes to enter into a professional services agreement with SUBRECIPIENT for purposes of implementing the PROGRAM mentioned above utilizing CalHome funds; and

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective on be May 23, 2023 and shall expire on October 13, 2025, the closeout date of the STANDARD AGREEMENT, or the latest amendment of the closeout date thereto unless otherwise terminated as provided in this Agreement.

2. SERVICES:

a. CalHome-Eligible: SUBRECIPIENT agrees to provide professional services for the PROGRAM as described in Exhibit A (Scope of Work), and to be compensated by GRANTEE as outlined in paragraph 3.

b. COUNTY OF BUTTE: SUBRECIPIENT agrees to provide program administration services for the PROGRAM as described in Scope of Work Exhibit A, and to be compensated by GRANTEE as outlined below in Paragraph 3, PAYMENT FOR SERVICES

3. PAYMENT FOR SERVICES: GRANTEE shall pay SUBRECIPIENT a sum not to exceed \$81,833. This amount is an administrative fee based on 10% of each housing rehabilitation project, the homebuyer education fee and Disaster Recovery Grant Funding. Payment for services provided pursuant to this Agreement subject to the following conditions:

a. COUNTY OF BUTTE First Time Homebuyer Program

- i. Up to \$74,333 of CalHome funds will be spent only for CalHome-eligible Activity Delivery costs, as defined by HCD and outlined in SCOPE OF WORK (Exhibit A) and PROGRAM GUIDELINES (Exhibit C).
 - ii. Up to \$7,500.00 of Disaster Recovery grant funding will be spent only for ineligible CalHome Activity Delivery costs, as defined by HCD and outlined in SCOPE OF WORK (Exhibit A) and PROGRAM GUIDELINES (Exhibit C).
 - iii. The cost breakdown of services provided to the PROGRAM is defined in SUBRECIPIENT BUDGET, attached as Exhibit B.
- b. General Conditions
 - i. The compensation to be provided to SUBRECIPIENT under this Agreement will be reduced due to any inability to provide services, whether such an inability is due to SUBRECIPIENT activities or other activities or circumstances beyond the control of SUBRECIPIENT.
 - ii. GRANTEE must approve budget changes in writing prior to any budget adjustment or amendment. The budget adjustment and amendment process is outlined in SUBRECIPIENT BUDGET.
 - iii. Following the close of each quarter (March, June, September, December), SUBRECIPIENT shall submit invoice statements stating the services provided and the actual costs of the previous quarter.
 - iv. Invoices shall be in the form and contain the information requested by GRANTEE and shall be subject to approval by GRANTEE, which approval shall not be unreasonably withheld. GRANTEE will make payments within thirty (30) days of receipt of approved invoice. GRANTEE will notify SUBRECIPIENT of any objections, questions, or complaints regarding any particular invoice within fifteen (15) days of receipt of such invoice. If GRANTEE determines that any amounts were improperly billed and/or paid to SUBRECIPIENT, or SUBRECIPIENT was improperly underpaid, adjustments by such amounts may be made in the payment on the current or a later invoice with explanation provided. No interest or penalties shall accrue for late payments.
- 4. PERFORMANCE REQUIREMENTS: SUBRECIPIENT shall be held to the same goals, milestones, performance measurements, laws, regulations, and requirements as entered into by GRANTEE in the STANDARD AGREEMENT and outlined in the SCOPE OF WORK.
- 5. REPORTING REQUIREMENTS: SUBRECIPIENT shall assist GRANTEE in fulfilling all reporting requirements as entered into by GRANTEE in the STANDARD AGREEMENT.
- 6. COMPLIANCE WITH LAW: SUBRECIPIENT shall provide services in accordance with all of

the provisions of Federal, State, and local laws; current and future enacted Federal, State, and local governmental guidelines, policies and available funding covenants; and the rules and regulations governing the HCD CalHome Program (California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 9). With respect to SUBRECIPIENT'S employees, SUBRECIPIENT shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. In addition, SUBRECIPIENT agrees to fully comply with all Federal, State and local laws, regulations, and directives that apply to the work involved in the project, including but not limited to the applicable laws and regulations specified in the STANDARD AGREEMENT and COMPLIANCE REQUIREMENTS attached as Exhibit "D".

7. **RECORDS:** SUBRECIPIENT shall maintain complete and accurate records that are pertinent to the activities to be funded under this Agreement. In addition, SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All books, records, accounts, documentation, and all other materials relevant to the State Standard Agreement shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, SUBRECIPIENT shall make all such records available to the Auditor and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the expiration date of this Agreement or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.

8. **MONITORING:** GRANTEE will monitor SUBRECIPIENT during the term of this Agreement for compliance with any or all applicable requirements as outlined in Paragraph 6 of this Agreement and for attainment of expenditure milestones and PROGRAM goals outlined in SCOPE OF WORK.

9. **INSURANCE:** Prior to approval of this Agreement by GRANTEE, SUBRECIPIENT shall file with the GRANTEE evidence of the required insurance as set forth in INSURANCE REQUIREMENTS attached as Exhibit "F".

10. **SUBRECIPIENT STATUS:**

a. This Agreement is entered into by both parties with the express understanding that SUBRECIPIENT will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute SUBRECIPIENT or any of its agents, employees or officers as an agent, employee or officer of GRANTEE.

b. SUBRECIPIENT agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of GRANTEE. Subject to any performance criteria contained in this Agreement, SUBRECIPIENT shall be solely

c. responsible for determining the means and methods of performing the specified services and GRANTEE shall have no right to control or exercise any supervision over SUBRECIPIENT as to how the services will be performed. As SUBRECIPIENT is not GRANTEE'S employee, SUBRECIPIENT is responsible for paying all required State and Federal taxes. In particular, GRANTEE will not:

- i. Withhold FICA (Social Security) from SUBRECIPIENT'S payments.
- ii. Make State or Federal unemployment insurance contributions on SUBRECIPIENT'S behalf.
- iii. Withhold State or Federal income tax from payments to SUBRECIPIENT.
- iv. Make disability insurance contributions on behalf of SUBRECIPIENT.
- v. Obtain unemployment compensation insurance on behalf of SUBRECIPIENT.

d. Notwithstanding this independent contractor relationship, GRANTEE shall have the right to monitor and evaluate the performance of SUBRECIPIENT to assure compliance with this Agreement.

11. INDEMNIFICATION: To the fullest extent permitted by law, SUBRECIPIENT shall hold harmless, defend and indemnify GRANTEE, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including GRANTEE property, arising from, or in connection with, the performance by SUBRECIPIENT or its agents, officers and employees under this Agreement. Such indemnification obligations shall not be limited in any way by any limitation or the amount or type of damages, compensation or benefit payable by or for either party under worker's or workmen's compensation, disability benefits or other employee entitlements. This indemnification specifically includes any claims that may be made against GRANTEE by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against GRANTEE alleging civil rights violations by SUBRECIPIENT under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on GRANTEE for SUBRECIPIENT'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. CONFLICT OF INTEREST:

- a. SUBRECIPIENT agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and

regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SUBRECIPIENT for this purpose, from the making of any decision on behalf of GRANTEE in which such officer, employee or SUBRECIPIENT has a direct or indirect financial interest. A violation can occur if the public officer, employee or SUBRECIPIENT participates in or influences any GRANTEE decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

b. No covered persons who exercise or have exercised any functions or responsibilities with respect to CalHome-assisted activities under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial contract, subcontract, or agreement with respect to a CalHome-assisted activity, or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

c. SUBRECIPIENT agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform GRANTEE designated representative and provide all information needed for resolution of this question.

13. TERMINATION:

a. Without Cause: GRANTEE will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. GRANTEE will pay to SUBRECIPIENT the compensation earned for work performed and not previously paid for to the date of termination. GRANTEE will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from SUBRECIPIENT of any and all plans, specifications and estimates, and other documents prepared by SUBRECIPIENT in accordance with this Agreement. No sanctions will be imposed.

b. With Cause: This Agreement may be terminated by either party should the other party:

- i. be adjudged a bankrupt, or
- ii. become insolvent or have a receiver appointed, or
- iii. make a general assignment for the benefit of creditors, or
- iv. suffer any judgment which remains unsatisfied for thirty (30) days, and

- v. which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- vi. materially breach this Agreement. Material breach includes but is not limited to SUBRECIPIENT failing to perform obligations under this Agreement, and SUBRECIPIENT failing to perform obligations in accordance with the PROGRAMS' time schedules set forth in Exhibit E.

For any of the occurrences except item v., termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the reasonable satisfaction of the non-defaulting party within fifteen (15) days of the receipt of written notice specifying the breach. If the breach is not remedied within that fifteen (15) day period, the non-defaulting party may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a fifteen (15) day period, the defaulting party may, submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. GRANTEE will pay to SUBRECIPIENT the compensation earned for work performed and not previously paid for to the date of termination. GRANTEE will not pay lost anticipated profits or other economic loss, nor will GRANTEE pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of GRANTEE for which SUBRECIPIENT'S services are to be performed, may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between SUBRECIPIENT and GRANTEE as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

“Notwithstanding anything to the contrary contained in this Agreement, the California Department of Housing and Community Development is an intended third-party beneficiary hereof and, as such, this Agreement may not be amended without the prior written consent of the California Department of Housing and Community Development, which consent shall not be unreasonably conditioned, delayed, or withheld.”

15. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

16. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

GRANTEE:

Andy Pickett
Butte County Chief Administrative Officer
25 County Center Drive, Suite 200
Oroville, CA 95965
Phone No.: (530) 552.3300
Fax No.: (530) 538.7120

SUBRECIPIENT:

Brian Ring
City Administrator
1735 Montgomery Street
Oroville, CA 95965
Phone No.: (530) 538-2436
Fax No.: (530) 538-2468

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

17. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

18. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

19. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Oroville, California. SUBRECIPIENT waives the removal provisions of California Code of Civil Procedure section 394.

20. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

21. **EXHIBITS AND RECITALS:** The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

23. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts which may be reasonably required to affect the purposes of this Agreement.

24. **ASSURANCES OF NON-DISCRIMINATION:** SUBRECIPIENT shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by State or Federal law or regulation.

25. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, GRANTEE is relying on the personal skill, expertise, training and experience of SUBRECIPIENT and SUBRECIPIENT'S employees and no part of this Agreement may be assigned or subcontracted by SUBRECIPIENT without the prior written consent of GRANTEE.

26. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

27. PROFESSIONAL MANNER: SUBRECIPIENT shall provide the services contemplated by the Agreement in a professional manner and quality satisfactory to the GRANTEE.

28. DOCUMENT OWNERSHIP: All finished or unfinished documents, data, studies, computer programs, methodological explanations, surveys, models, photographs, and reports prepared by SUBRECIPIENT under the Agreement shall be considered the property of the GRANTEE. Upon completion of the services to be performed or upon termination of the Agreement, these materials shall be turned over to the GRANTEE, provided that in any case SUBRECIPIENT may, at no additional expense to the GRANTEE, make and retain copies thereof as it desires. SUBRECIPIENT further agrees to keep those materials, which may not be public records under the laws of the State of California confidential.

29. FUNDING CLAUSE: SUBRECIPIENT acknowledges that GRANTEE is dependent upon certain Federal and State funding to pay for the PROGRAM provided for in this Agreement. SUBRECIPIENT acknowledges that GRANTEE has applied for and been awarded CalHome funding. If such funding is discontinued or reduced, GRANTEE may exercise its sole discretion to reduce the amount of First time homebuyer program funds or terminate the Agreement by giving the SUBRECIPIENT 30 calendar days' notice of the reduction or termination.

30. IMPROPER USE OF FUNDS: To the fullest extent permitted by law, SUBRECIPIENT shall hold harmless, defend and indemnify GRANTEE from any liability, action or losses incurred by GRANTEE as a result of SUBRECIPIENT'S improper use of funds under this Agreement.

31. CLOSE-OUTS: SUBRECIPIENT'S obligation to GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to GRANTEE), and determining the custodianship of records.

32. ATTORNEY FEES: If either party shall initiate legal proceedings to enforce or construe the terms of this agreement, or for damages, the prevailing party shall be entitled to its attorney's fees.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

GRANTEE

SUBRECIPIENT

By _____
Tod Kimmelshue, Chair Date
Board of Supervisors

By _____
Brian Ring Date
Oroville City Administrator

REVIEWED FOR CONTRACT POLICY COMPLIANCE,
General Services Contracts Division

REVIEWED AS TO FORM
BRAD J. STEPHENS
BUTTE COUNTY COUNSEL

By _____

By _____

EXHIBIT “A” – SCOPE OF WORK

County of Butte First Time Homebuyer Program (PROGRAM)

OBJECTIVE

The purpose of the PROGRAM is to provide CalHome First-Time Homebuyer Mortgage Assistance loans to assist buyers in purchasing homes by providing financial assistance to reduce the amount of the first mortgage. The units must be occupied by members of the Low to Moderate Income Group (LMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and HCD.

PROGRAM GOALS

SUBRECIPIENT shall be held to the same goals, milestones, performance measurements, and requirements as entered into by GRANTEE in STANDARD AGREEMENT. SUBRECIPIENT will assist GRANTEE in the achievement of the following PROGRAM goals by the contract expiration date:

1. Complete an estimated 8 single-family housing loans as required to fully expend GRANTEE’s disaster assistance housing first time homebuyer loan fund.

PROGRAM SERVICES

COMPENSABLE SERVICES: SUBRECIPIENT will perform the following compensable services as outlined in PROGRAM GUIDELINES in implementation of PROGRAM activities.

1) Refinement of first time homebuyer program forms: subject to review and approval by GRANTEE, SUBRECIPIENT will establish, or make any necessary revisions to, the first time homebuyer program forms and or documents.

2) Intake/assessment of eligibility: SUBRECIPIENT will assist property owners and residents in the completion of applications to permit eligibility determinations for first time homebuyer loan assistance. SUBRECIPIENT will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, SUBRECIPIENT will make provisions for completing the application at the applicant’s residence or other acceptable procedures for ensuring equal access to services.

Initial eligibility determination of households/structures will be made by the SUBRECIPIENT on the basis of satisfaction of income requirements, the apparent need for rehabilitation measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.

3) Loan Review Committee: GRANTEE will establish and maintain a loan review committee. The loan review committee will review all loan recommendations presented to it by the SUBRECIPIENT. No loan will be made under the First Time Homebuyer Program without the approval of a majority of the members of the loan review committee.

4) Loan closing: With the authorization of the GRANTEE Loan Review Committee, the SUBRECIPIENT will execute all necessary documents and will coordinate with GRANTEE the drawdown of funds as necessary to cover the expenses of approved applicants for activities authorized by executed loan agreements. The loan documents executed with applicants will include explicit provisions describing a) the occupancy requirements and other standards to maintain the eligibility of the CalHome expenditures, and b) the conditions and procedures under which late payment penalties, default and/or foreclosure will occur.

5) Loan servicing/loan portfolio management: SUBRECIPIENT will assist GRANTEE in managing the first time homebuyer loan portfolio through the following tasks: reviewing loan status reports provided by GRANTEE to determine loan clients in violation of the terms of their loan, corresponding with loan recipients who are in violation of the terms of their loan, suggesting remedies to both the GRANTEE and loan recipient to correct any violations, and reviewing employment and income status at the request of GRANTEE.

6) Maintenance of case files and other records: for each applicant, SUBRECIPIENT will maintain case files, including application and documentation of eligibility, loan and escrow documents, and closing documents. SUBRECIPIENT will also maintain appropriate information on persons residing in the property. SUBRECIPIENT will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section 4. of this Agreement.

PROJECT SCHEDULE

Unless amended by mutual written agreement by SUBRECIPIENT and GRANTEE, SUBRECIPIENT will perform the described first time homebuyer tasks and complete the loan process of eligible applicants in a timely manner.

EXHIBIT “B” – SUBRECIPIENT BUDGET**COUNTY OF BUTTE Disaster Assistance First Time Homebuyer Program (PROGRAM)****ITEMIZED BUDGET**

The following line item budget is the basis for determining the amount of SUBRECIPIENT costs eligible for reimbursement by GRANTEE. (See SCOPE OF WORK for a description of each reimbursable activity.)

Line Items	CalHome Activity Delivery	Community Development Funds	Total Budget
First Time Homebuyer Program Mgmt.	\$ 74,333	\$7,500	\$ 81,833

Budget amounts for Activity Delivery are based on a maximum 10% of the First Time Homebuyer Activity Budget of \$725,667 and the Homebuyer Education Fee.

Each invoice submitted to GRANTEE by the SUBRECIPIENT must include the following:

1. Running total of expenditures to date by line item for CalHome compensable services.
2. Documentation of services provided or expenditures, including copies of invoices, contracts, receipts, bills, time sheets, or other references documenting the charges billed to the GRANTEE or incurred by SUBRECIPIENT.

BUDGET ADJUSTMENTS

A budget adjustment is defined as a change in value for reimbursable line items without a change in the dollar value for reimbursable services rendered by SUBRECIPIENT. GRANTEE may consider SUBRECIPIENT budget adjustments after submittal of a formal proposal, including the following documentation:

1. Progress report outlining expenditures, milestones achieved to date and any outstanding balance;
2. Proposed budget outlining projected costs for the entire duration of the contract, highlighting where actual costs are expected to differ from the original budget;
3. Explanations and justifications for changes in each line item; and
4. Plan outlining expected uses of additional funds received.

BUDGET AMENDMENTS

A budget amendment is defined as a change in value for reimbursable line items and a change in the dollar value for reimbursable services rendered by SUBRECIPIENT. GRANTEE may consider SUBRECIPIENT budget amendments after submittal of a formal proposal, including the same documentation required for a budget adjustment as listed above; however, a budget amendment also requires a formal contract amendment approved in a resolution by the GRANTEE.

CHARGE RATE SCHEDULE

SUBRECIPIENT will request reimbursement for this agreement based on an actual cost for actual work basis. Reasonableness, allowability and allocability of costs not to exceed the budget noted above.

EXHIBIT "C" – PROGRAM GUIDELINES

County of Butte Disaster Assistance First Time Homebuyer Program (PROGRAM)

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COUNTY OF BUTTE

CalHome-Disaster Assistance Sponsored First-Time Homebuyer Mortgage Assistance Program (CalHome Program)

PROGRAM GUIDELINES



County of Butte
CalHome-Disaster Assistance Sponsored
First-Time Homebuyer Mortgage Assistance Program

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COUNTY OF BUTTE
CalHome-Disaster Assistance Sponsored
First-Time Homebuyer Mortgage Assistance Program

PROGRAM GUIDELINES

CalHome Program

The County of Butte has an allocation of State CalHome funds available for mortgage assistance to qualified borrowers. CalHome financing is “gap” financing, that is, the difference between the typical mortgage low-income households can pay, plus their down payment, subtracted from the cost of a modest home. The subsidy amount will be the gap, plus non-recurring closing costs. Funds are provided to qualified households in the form of a 30-year, deferred-payment mortgage. The CalHome First-Time Homebuyer Mortgage Assistance loan helps buyers purchase homes by providing financial assistance to reduce the amount of the first mortgage.

Application Process/Selection

Applicant(s) work with Program Administrators approved lenders to obtain the primary lender’s pre-qualification including the credit report. Applicant(s) then work with a licensed real estate agent to select a home and enters into a purchase contract, contingent upon receiving County program loan approval. Lender provides the County Program Administrator with a copy of loan packet. Program Administrator will review the packet for compliance with program guidelines and submit the package and recommendation to the Loan Committee for approval. The Program Administrator provides the applicant with a decision letter. Eligible buyers will be qualified on a first-come, first-served basis.

Eligible Homebuyer(s)

Former First Time Homebuyer owners (as defined in CalHome Guidelines Sec. 7716) of a dwelling unit whose structure is not in compliance with building codes due to 2017, 2018, and 2020 disasters and where the dwelling unit cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure, or

Formerly renters physically or economically displaced by 2017, 2018, and/or 2020 disasters, in order to assist them in purchasing newly constructed and existing homes and become First Time Homebuyer owner-occupants in Butte County (unincorporated areas and the incorporated areas of Chico, Oroville, Biggs and Gridley (homes must be ready for occupancy). In addition, the

homebuyer(s) must meet the income eligibility requirements of 120% AMI.

Up to 100 percent of the HCD award may be used to benefit Households at or below 80 percent of AMI that do not meet the listed eligibility criteria for disaster affectedness.

Displaced Homemaker	The CalHome Section 7716 (m) contains a provision for displaced homemakers, single parents, and individuals who have owned a housing unit not permanently affixed to a foundation or a severely dilapidated housing unit to be considered eligible for the program. (Must meet income eligibility requirements of 120% AMI)
Household Size	Any person whose primary residence will be the housing unit being purchased is considered a member of the household. You may not count, as part of your household, foster children, unborn children and children not living in the home. Children with two residences may only be counted if the child lives with the qualified applicant 50% or more of the time.
Household Income	The CalHome borrower household must have a gross annual income not exceeding 80% of county median income for the size of the household or 120% of county median income if the household owned a home destroyed in the 2017, 2018 or the 2020 disasters or former renters who were physically or economically displaced by the 2017, 2018 or 2020 disasters. For program eligibility, the total annual income includes income of <u>all adult members of the household 18 years of age or older</u>. Income also includes income from assets over \$5,000 calculated at 2% of the value of the asset. Borrower must be income qualified not more than 180 days prior to the closing of their loan.
Homebuyer Costs	Eligible households must document that they have the funds necessary for their amount of the down payment and closing costs as required by the primary lender and/or the County of Butte. The County of Butte requires the homebuyer to contribute a minimum of \$1,000.00 as a down payment. These funds can be gifted from a relative and are NOT in addition to any first lender minimum down payment requirements.
Credit Worthiness	A minimum credit score of 620 is required. The County understands that many factors such as credit history, amount of down payment and size of loan may influence the decision to approve or disapprove a particular loan. Therefore, exceptions may be made on a case-by-case basis using the criteria above.

	Prior bankruptcies and/or foreclosures will be taken into consideration and a determination will be made based on the circumstances.
Homebuyer Education	The CalHome homebuyer must attend a Program Administrator approved homebuyer education class. The class will cover such topics as: preparing for homeownership, available financing, credit analysis, loan closing, homeownership responsibilities, home maintenance, and loan servicing.
Housing Unit Eligibility	Housing units eligible for the program must be located within the unincorporated area of Butte County and/or the incorporated areas of Chico and Oroville and be in compliance with State and local codes and ordinances. Said units include new or previously-owned single-family detached houses, condominiums, townhouses, units in residential loft structures or manufactured homes in a common-interest development or on a single-family lot and placed on a permanent foundation system.
Housing Debt Ratio	Monthly housing costs (front-end ratio) shall be between 28% and 35% of the borrower's gross monthly income. Total debt costs (back-end ratio) shall not exceed 39% of the borrower's gross monthly income. Compensating factors (with pre-approval by the County) might allow for variances in these ratios.
Maximum Sales Price	The maximum allowable sales price of the assisted unit cannot exceed the current median sales price of a single-family home in Butte County as published monthly by the California Association of Realtors.
Maximum Loan Amount	\$100,000.00
Term	30-year, deferred-payment mortgage as long as the residence continues to be owner-occupied; the entire loan is due and payable when the home is no longer occupied by borrower.
Interest Rate	The interest rate on the loan is three percent (3%) simple interest per annum for the first 15 years of the term. On the fifteenth year following the date of loan execution, three percent simple interest will stop accruing and 50% of the interest accrued thus far shall be forgiven. On the twentieth (20 th) year following the date of loan execution, all interest shall be forgiven and only the principal loan amount shall be due.
Primary Loan	Borrower shall obtain the maximum first lien mortgage loan with a term and interest rate from an institutional mortgage lender consistent with affordable housing costs outlined above. The term

of the loan shall be fully amortized in a minimum of 30 years. Mortgage loans shall not include provisions for negative amortization, principal increases, balloon payments, or deferred interest. The first mortgage lender is required to collect and manage impound account for payment of taxes, assessments and hazard insurance according to the lender's requirements. All subordinate financing provided shall defer principal and interest payment for the term of the CalHome Program loan.

Subordination

The County of Butte will only subordinate to a first trust deed loan if the primary loan has a fixed interest rate, is fully amortized, and is provided by an institutional lender when the interest and/or term are reduced, to pay-off documented and verified medical costs, or to pay-off documented and verified capital improvements on the subject property. Neither debt consolidation nor cash-out is permitted.

Max CLTV

The loan-to-value ratio for the CalHome Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed one hundred percent (100%) of the property value at the time the loan is made.

Loan Repayment

Loans shall be repayable upon sale or transfer of the property, when the property ceases to be owner-occupied, or upon the CalHome program loan maturity date. Program loans are not assumable. However, in some limited circumstances, the original loan might be transferrable. Borrower may begin making voluntary payment to the County at any time.

Attachment A
CalHome-Disaster Assistance Sponsored
First-Time Homebuyer Mortgage Assistance Program
Loan Servicing Plan

The County of Butte (County) will carry out this Loan Servicing Plan (Plan) for the CalHome Disaster Assistance Sponsored First-Time Homebuyer Mortgage Assistance Loan Program (Loan Program) as outlined herein and in line with the applicable Notice of Funding Availability:

- a. CalHome program Disaster Assistance Funding Round 3, 3rd Amendment, Dated November 18, 2021

A. Responsible Entity

The County of Butte in partnership with the Program Administrator will administer and operate the Loan Program, servicing loans made under the Loan Program as detailed in this Plan and complying with HCD monitoring requirements, all as more specifically detailed below.

1. The Program Administrator will administer the following activities:
 - a. Advertise the availability of the Loan Program;
 - b. Provide information about the Loan Program to applicants;
 - c. Distribute and accept Loan Program applications;
 - d. Review and process Loan Program applications upon receipt of a completed application as outlined in the Program Guidelines;
 - e. Confirm loan eligibility as per HCD requirements;
 - f. Confirm loan eligibility as per Butte County Program Guidelines, Amendment 3:
 - For properties affected by October 2017 and November 2018, North Complex 2020 fires:
 - Verify income eligibility of all household members at 120% of area median income (AMI) or less using HCD income guidelines;
 - Verify applicant owned the property at the time of the October 2017, November 2018, and North Complex 2020 firestorms;
 - g. The primary mortgage lender will supply the credit report (s) with the loan package for applicant(s); determine credit-worthiness

based on HCD Regulations, and Butte County's Program Guidelines;

- h. Determine loan-to-value of property
- i. Compare appraised values with allowable median sales price for the County; verify that after-loan value is at or below current local median sales price for a single-family home. Use the most recent median sales price for the County (as required by HCD); this information is posted at the California Association of Realtors website at <https://www.car.org/en/marketdata/data/countysalesactivity>.

Final approval of each mortgage assistance Loan will be made by the County Loan Review Committee.

- j. Upon Loan Review Committee approval of Loan, open escrow account with local title company and proceed as follows:
 - Request Preliminary Title Report (PTR) for review
 - Review PTR for correct property address and legal description as well as confirmation of the title holders, all of whom must sign the loan documents
- k. If Preliminary Title Report review shows satisfactory title, and applicant meets all eligibility requirements, then prepare the following documents for the title company:
 1. Promissory Note to be secured by Deed of Trust
 2. Deed of Trust, which shall be recorded in junior lien position to the existing loans per HCD regulations.
 3. Loan Agreement per HCD regulations
 4. Truth-in-Lending Disclosure
 5. Notice of Right of Rescission
 6. Request for Notice (to be recorded)
 7. Any other disclosure forms required by law
- l. Prepare escrow instructions for title company with clear instructions that include the following:
 1. Request for an original ALTA Title Policy
 2. Request for copy of borrower's hazard insurance showing County as additional loss payee
 3. Identify that any cash back to borrower is prohibited
 4. Request for certified Settlement Statement (aka "HUD-1")

5. Request from the County a check made out to title company for full approved principal amount of loan
 6. Request for return of the following documents at close of escrow:
 - a. ALTA Title Policy
 - b. Borrower's hazard insurance
 - c. Original Promissory Note
 - d. Original Loan Agreement
 - e. Conformed recorded Deed of Trust
 - f. Conformed recorded Owner/Occupancy Agreement
 - g. Conformed recorded Request for Notice
 - h. Certified Settlement Statement
 7. Requirement that if, after project completion, the amount of the Promissory Note exceeds the actual amount of the eligible work done to complete the project, return of balance to the County of Butte for credit to the borrower's loan.
2. The County will service Mortgage Assistance Loans including interest accrual and collection of interest and principal payments from borrowers;
 3. The County will monitor Mortgage Assistance Loans as required by HCD; and
 4. The County will oversee compliance with terms and conditions of Mortgage Assistance Loans including annual verification of owner occupancy, current on property taxes and renewal of property insurance under existing Program procedure.

B. Owner Occupancy Requirement

Borrowers are required to recertify annually under penalty of perjury that they occupy and own the property as their principal residence. The County will mail a Certificate of Occupancy to the homeowner annually to be completed by homeowner and returned with a copy of a current utility bill to prove occupancy.

C. Renewal of Insurance

Borrower must maintain property insurance, including fire and flood if applicable, during the life of the Mortgage Assistance Loans. The borrower must have sufficient insurance to cover the amount of Mortgage Assistance Loans and all senior liens.

Coverage deficiencies must be corrected as a condition of Mortgage

Assistance Loan approval. The County shall be named on the policy as mortgagee/loss payee for the full term of the Mortgage Assistance Loan; this ensures the County will receive notices of renewal, cancellation, etc.

D. Property Taxes

The borrower shall be responsible for making property tax payments on a timely basis. Failure to pay property taxes on a timely basis shall constitute a default of the Mortgage Assistance Loan. County staff will review the records of the County Tax Collector annually to determine if any property tax- related liens have been placed on the assisted property.

E. Repayment of Mortgage assistance Program Loans

Mortgage assistance Loans must be paid in full under the terms of the Promissory Note or if the property is sold, except if otherwise expressly allowed under the Program Guidelines. Mortgage Assistance Loans must be paid in full if the property is converted to a rental unit.

When a Mortgage Assistance Loan is repaid, The County will deposit the repayment into the County's CalHome Program Income Fund 0145, as defined in the CalHome Operations Handbook Reuse Account Plan so that it can be reused for an eligible CalHome activity.

F. Calculating Payoffs

Payoff amounts are determined by the amount of the original Mortgage Assistance Loan plus any accrued interest minus payments received toward the Mortgage Assistance Loan, if any. Although payments on the Mortgage Assistance Loan are deferred, borrowers may opt to make payments to lower the balance of the Mortgage Assistance Loan. Any payments received are applied to the applicable account and considered when calculating the payoff amount. Any payments received towards the Mortgage Assistance Loan will be applied first to accrued interest, then toward the principal.

G. Processing Payoff Demands

Requests for payoff demands should be addressed to the County of Butte. When the County receives a written demand letter from a borrower or a borrower's representative, such as a title company, lender or legal representative, the County will issue a written payoff demand within 21 days of receipt of the demand, including a daily calculation of interest and any other amounts due (including County Processing Fees), depending on the terms of the Promissory Note.

H. Release of Lien

Upon receipt of payment in full, the County will execute such documents as necessary for release or reconveyance of the Program lien. Borrower shall be responsible for payment of any fees charged by the County for recording the reconveyance or release documents.

I. Default/Foreclosure Policy

8. In the event of any default by borrower of one or more of the Mortgage Assistance Loan terms, the County, with the advice of County Counsel, may initiate foreclosure proceedings.
9. If the property goes to sale pursuant to this section, the sale proceeds will be applied as follows.
 - a. The reasonable and necessary expenses for preparing and conducting the sale including any other expenses incurred by the County;
 - b. The satisfaction of indebtedness secured by all senior liens or encumbrances in order of their priority;
 - c. The satisfaction of indebtedness secured by the security interest of the County's lien;
 - d. The satisfaction of indebtedness secured by any subordinate liens or encumbrances on the property in the order of their priority; and
 - e. To the owner of record within 45 days after the sale if a surplus remains.

J. Process for Discounting Notes

If, after project completion, the amount of the Promissory Note exceeds the actual amount of the eligible work done to complete the project, the title company will return the remainder to the CalHome Program Income Fund 0145 to be used to fund other loans and the borrower's loan will be credited. The borrower will be sent a letter informing him or her of the final financial obligation for the Note. Cash out of the Mortgage Assistance Loan to the borrower is prohibited.

K. Transfer and Assumption

Loans provided through this Loan Program cannot be transferred to, or assumed by, future owners of the home except as follows:

1. Transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
2. A transfer in which the transferee is a person who occupies or will occupy the property, which is:
 - a. A transfer where the spouse becomes the owner of the property;
 - b. A transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property;
 or

- c. A transfer into an inter-vivo or living trust in which the homeowner is and will remain the beneficiary and occupant of the property.

Attachment B

CalHome-Disaster Assistance Sponsored First-Time Homebuyer Mortgage Assistance Program Reuse Account Plan

The County of Butte (County) has adopted this plan to govern the use of monies received from activities funded under the California Department of Housing and Community Development (HCD) CalHome First time Homeowner Loan Program (Loan Program). The County has prepared this document to comply with the Notices of Funding Availability:

- a. CalHome Program Disaster Assistance Funding Round 3, 3rd Amendment, Dated November 18, 2021

Loans to individual homeowners or homebuyers as allowed pursuant to the attached CalHome Program Guidelines.

The County shall create and maintain a separate fund (Reuse Account) for all payments received under the Loan Program. Tracking of all sources and uses of the Reuse Account for this Loan Program will be accomplished through the use of an accounting system that identifies Reuse Account transactions separately from other County activities. The Reuse Account will use different account coding from any prior or other CalHome funding.

The County also maintains a loan tracking system which will identify all CalHome related loans within the database using specific loan identification numbers. The County understands that HCD staff is authorized to review the County's financial transactions and loan tracking processes as they relate to the Reuse Account.

Revenues: Repayments received by the County from any source that had its origins from CalHome Contract No 21-CalHome-17229, will be deposited into the Reuse Account. The funds in the Reuse Account (Fund 0145) include repayments of loan principal, loan interest, and interest earned on funds deposited under the Loan Program.

Eligible Uses: Funds from the Reuse Account may only be used for eligible activities as set forth in Title 25 of the California Code of Regulations, Division 1, Chapter 7, Subchapter 9, Article 2, Section 7724.

Expenses: The Reuse Account may also fund the costs of loan servicing by the County or the cost of a third-party loan servicer contracted by the County in connection with any future eligible uses. The County will use Reuse Account funds for loan servicing expenses as loans are repaid in accordance with annual County budget appropriations. The County's use of funds for said loan servicing expenses shall be limited to 5% of revenues posted to the Reuse Account which shall be tracked under separate account coding.

Homebuyer Education (25 CCR § 7729(b)) will be reimbursed in the form of a Grant

from HCD to the Recipient in an amount not to exceed \$250 per assisted unit. This Grant will be included in the ADF maximum cap.

Attachment C

CalHome-Disaster Assistance Sponsored First-Time Homebuyer Mortgage Assistance Program Homebuyer Education Plan

All Homebuyers shall be required to take a HUD certified Homebuyer Workshop and must provide proof of workshop completion via a certificate of completion to the program operator.

The program administrator provides coupons to eligible, approved applicants to participate a HUD certified workshop presented by Framework <https://frameworkhomeownership.org>

The Framework Homebuyer Education Course consists of seven interactive, online lessons designed to navigate easily on a desktop, tablet or mobile device.

Framework covers things like:

- 1. ARE YOU READY TO OWN A HOME?**
 - UNDERSTANDING CREDIT
 - HOW TO FIX OR IMPROVE YOUR CREDIT
 - LET'S TALK BUDGETING
 - DEBT MANAGEMENT TIPS AND TOOLS
- 2. GETTING STARTED: THE BIG PICTURE**
 - MEET THE HOMEBUYING TEAM
 - THE MORTGAGE PROCESS
 - AFFORDABLE OWNERSHIP OPTIONS
- 3. HOW TO SHOP FOR A MORTGAGE**
 - READY FOR A LOAN?
 - THE FOUR CS OF CREDIT, IN CONTEXT
 - KNOW LOAN TYPES
- 4. FINDING THE RIGHT HOME**
 - TYPES OF REAL ESTATE AGENTS
 - HOW TO INTERVIEW A BUYER'S AGENT
 - TYPES OF HOME OWNERSHIP
 - SHOPPING FOR YOUR HOME
- 5. MAKING AN OFFER**
 - BEFORE YOUR OFFER: MUST DOS
 - COMPARATIVE MARKET ANALYSIS
 - THE PURCHASE AGREEMENT

- THE HOME INSPECTION
- FINALIZING YOUR LOAN

6. CLOSING ON YOUR NEW HOME

- INTRODUCING THE SETTLEMENT COMPANY
- CLOSING DOCUMENTS AND COSTS
- BUYING HOMEOWNER'S INSURANCE

7. BECOMING A HOMEOWNER

- MORTGAGE PAYMENTS AND RECORDKEEPING
- HOME EQUITY AND REFINANCING
- YOUR NEW RESPONSIBILITIES

EXHIBIT "D" – COMPLIANCE REQUIREMENTS
ALL CONTRACTS AND SUBCONTRACTS

1. **NONDISCRIMINATION CLAUSE:**

a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. SUBRECIPIENT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

2. **EQUAL OPPORTUNITY:**

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances: During the performance of this Agreement, SUBRECIPIENT assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

b. The Training, Employment and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

i. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the

Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The order of priority provided by Section 3 is defined in 24 CFR 135.34(a)(2).

ii. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

iii. SUBRECIPIENT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iv. SUBRECIPIENT will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that SUBRECIPIENT or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless SUBRECIPIENT or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

v. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon SUBRECIPIENT, its successors and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

c. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, SUBRECIPIENT assures GRANTEE that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issues pursuant to the ADA.

3. ANTI-LOBBYING CERTIFICATION:

a. The undersigned certifies, to the best of his or her knowledge or belief, that:

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. SUBRECIPIENT shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity and that all subrecipients shall certify and disclose accordingly.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

4. CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of SUBRECIPIENT, or its designees or agents, no member of the governing body of the locality in which the programs are situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the programs during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in

connection with the programs assisted under this Agreement. SUBRECIPIENT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

5. CONFLICT OF INTEREST OF CERTAIN FEDERAL OFFICIALS: No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

6. SUBRECIPIENT AND SUBCONTRACTS:

a. SUBRECIPIENT shall not enter into any agreement, written or oral, with any contractor without the prior determination by the State of the contractor's eligibility. A contractor or subcontractor is not eligible to receive grant funds if the contractor is not licensed in a good standing in California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

b. This Agreement between GRANTEE and SUBRECIPIENT shall require SUBRECIPIENT and its subcontractors, if any, to:

i. Comply with the applicable State and Federal requirements described in Exhibit E which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

ii. Maintain at least the minimum State-required Worker's Compensation Insurance for those employees who will perform the grant activity or any part of it.

iii. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT or any subcontractor in performing the grant activity or any part of it.

iv. Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from the date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement or the STANDARD AGREEMENT and any amendments, whichever is later.

v. Permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this

Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: Where required, SUBRECIPIENT shall comply with, and require contractors and subcontractors to comply with, each of the following:

- a. Federal, State and local regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, or any other matters applicable to this Agreement.
- b. Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C. 327-220) as supplemented by DOL Regulations (29 C.F.R., Part 5);
- c. Executive Order 11246 and all implementing regulations of the DOL;
- d. Rehabilitation Act of 1973, (24C.F.R., Part 8);
- e. Drug-Free Workplace Act of 1990, (Calif. Govt. Code Sec. 8350 et seq.).
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

8. UNIFORM ADMINISTRATIVE REQUIREMENTS: SUBRECIPIENT shall comply with all applicable uniform administrative requirements in accordance with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a). SUBRECIPIENT is also required to adhere to all requirements of OMB Circular A-87, "Cost Principles for State and Local Governments", and OMB Circular A-133, "Audits of State and Local Governments and non-Profit Organizations."

9. PROCUREMENT: SUBRECIPIENT shall comply with CalHome Program policy concerning the purchase of equipment and shall maintain inventory records of all non-expandable personal property as defined by such policy as may be procured with CalHome funds provided herein.

10. REVERSION OF ASSETS: Upon expiration of the STANDARD AGREEMENT, if SUBRECIPIENT has any CalHome funds on hand as well as any accounts receivables attributable to CalHome funds, must be transferred to GRANTEE. Any real property acquired with CalHome funds must be transferred to GRANTEE upon expiration of this Agreement.

11. GRANTOR RECOGNITION: SUBRECIPIENT shall ensure recognition of the role of the State CalHome Program in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source.

In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

12. CLIENT DATA: SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designees for review upon request.

13. DISCLOSURE: SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of GRANTEE'S or SUBRECIPIENT'S responsibilities, with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**EXHIBIT “E” – STANDARD AGREEMENT
21-CALHOME-17229**

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCOID:

AGREEMENT NUMBER

21-CALHOME-17229

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of Butte

2. The term of this Agreement is:

START DATE

Upon HCD Approval THROUGH

END DATE

36 Months from Date of Execution

3. The maximum amount of this Agreement is:

\$800,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work Exhibit	5
B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CalHome Program Terms and Conditions	17
Exhibit E	Special Conditions	3
TOTAL NUMBER OF PAGES ATTACHED		29

Items shown with an asterisk(), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

CONTRACTOR

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

County of Butte

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP 95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contracts Manager,
Business & Contract Services Branch DATE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

SIGNED

10/13/2022

Michael White

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev. 06/03)

County of Butte

21-CALHOME-17229

Page 2 of 2

Page 39 of

CONTRACTOR

County Of Butte
a California Government County

By: 

Date 10.10.22

Maximo A. Pickett
Chief Administrative Officer

Address:

25 County Center Drive
Oroville, CA 95965

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

- A. Pursuant to Chapter 6 of Part 2 of Division 31 of the California Health and Safety Code, commencing with section 50650 (the “Statute”), and Guidelines:

All funds provided through this Agreement are general obligation bond funds, pursuant to the Housing and Emergency Shelter Trust Fund Acts of 2002 and 2006. As such, the Recipient shall ensure that expenditures of the proceeds of the Program grant or loan are limited to those costs associated with the acquisition, rehabilitation, or construction of capital assets. In addition, California Health & Safety Code section 50650.3(a) makes CalHome Program (the “**Program**”) funds conditionally available to provide disaster relief assistance to households at or below 120 percent of Area Median Income (AMI). California Health & Safety Code section 50650.3(f) also makes Program funds conditionally available for the construction, repair, reconstruction, or rehabilitation of Accessory Dwelling Units (ADUs) or Junior Accessory Dwelling Units (JADUs).

- B. The Work authorized by this Agreement and defined below shall be performed according to the CalHome Guidelines dated November 27, 2019 (the “**Guidelines**”).
- C. This Standard Agreement along with all of its exhibits (together, the “**Agreement**”) is entered into under the authority of, and in furtherance of, the purposes of the Program. The California Department of Housing and Community Development (the “**Department**”) has issued that certain Notice of Funding Availability dated August 6, 2021 (the “**NOFA**”) to govern administration of the funds and carry out the Program.
- D. The funds granted pursuant to this Agreement represent a conditional reservation of funds only. In accepting this conditional reservation of funds, the Recipient agrees to comply with the terms and conditions of this Agreement, the NOFA under which the Recipient applied, and the requirements of the authorities cited herein as well as all other applicable laws and regulations, and Recipient agrees and confirms that the representations contained in the application for this funding allocation are true and correct (the “**Application**”).

EXHIBIT A

2. Purpose

The purpose of the CalHome Program is to support existing homeownership programs aimed at low and very low-income households, and thereby increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes. In the case of a disaster, as defined in California Government Code section 8680.3(a), households at or below moderate income may access funds through qualifying programs operated by nonprofit, local government agencies, and Tribal Housing Agencies to assist with the repair and replacement of existing housing impacted by a disaster.

3. Definitions

Any terms in this Agreement which are not otherwise defined shall have the meaning set forth in the Guidelines.

4. Scope of Work

- A. The Recipient shall perform the Scope of Work (the “**Work**”) as described in the Application, which is on file at the Department of Housing and Community Development, Division of State Financial Assistance, 2020 West El Camino Avenue, Sacramento, California 95833, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the duly authorized Department Representative, as appropriate, are hereby incorporated as part of the Application.

In the event of a conflict between the description of the Work in the Application and as described in this Exhibit, the description in this Exhibit shall prevail. The Department reserves the right to require the Recipient to modify any or all parts of the Application to comply with the CalHome Statute and Guidelines. The Department reserves the right to review and approve all Work to be performed by the Recipient in relation to this Agreement. Any proposed amendment to the Work must be submitted in writing for review and approval by the Department. No approval shall be presumed given by the Department unless such approval is made by the Department in writing.

EXHIBIT A

- B. The Work shall consist of one or more of the following activities, undertaken by or on behalf of the Recipient, within the Program Project Area:

1) First-Time Homebuyer Mortgage Assistance

First-Time Homebuyer Mortgage Assistance Program (“MA”) shall consist of providing Mortgage Assistance loans to households at or below 120 percent of Area Median Income who are victims of a disaster (in compliance with California Health & Safety Code section 50650.3(a)). CalHome funds, for the purpose of MA activity, can only be used as gap financing as defined in the Guidelines.

Up to 25 percent of the HCD award may be used to benefit Households at or below 80 percent of AMI that do not meet the listed eligibility criteria for disaster affectedness.

2) Owner-Occupied Rehabilitation

Owner-Occupied Rehabilitation Assistance (“**OOR**”) including the repair, full reconstruction, or the addition of an Accessory Dwelling Unit (an “**ADU**”) or Junior Accessory Dwelling Unit (a “**JADU**”), consistent with the Guidelines shall consist of loans to households at or below 120 percent of Area Median Income who are victims of disaster, provided in compliance with California Health & Safety Code sections 50052.5 and 50650.3, subd. (b)(1). For clarity, Manufactured Housing is also eligible OOR assistance, including replacement of a manufactured home, whether located in a Mobilehome Park or elsewhere.

3) Technical Assistance for Self-Help Housing Projects

Technical Assistance for Self-Help Housing Projects (“**SHTA**”), which will aid eligible households (i.e., households at or below 120 percent of Area Median Income who are victims of a disaster) in carrying out owner-builder housing efforts, including construction training and supervision.

4) Technical Assistance for Shared Housing Programs

Technical Assistance for Shared Housing Programs (“**SHP**”) funds the provision of services required to match a Homeowner Provider with an eligible Seeker (i.e., households at or below 120 percent of Area Median Income who are victims of a disaster).

EXHIBIT A

5) Accessory Dwelling Units and Junior Accessory Dwelling Units Programs

ADU/JADU Programs (commencing with CalHome Program Guidelines section 7742) for gap loans for ADU/JADU construction, reconstruction or rehabilitation, to households at or below 120 percent of Area Median Income who are victims of a disaster in compliance with California Health & Safety Code sections 50052.5 and 50650.3, subd. (b)(1).

6) Homeownership Development Project Loans

Homeownership Development Project Loans (“PDL”) (commencing with CalHome Program Regulations section 7746) for conditional awards of development loans to the Recipient to be used for land acquisition, predevelopment costs, and on-site improvements, including costs related to ADUs and JADUs.

7) Activity Delivery Fees

The maximum amount of Activity Delivery Fees that may be drawn for each specific activity is:

Activity delivery expenses up to 20 percent of the Owner-Occupied Rehabilitation and ADU/JADU Loan amount may be provided as a Grant to the Recipient, provided the costs are actual costs, commercially reasonable, and not a flat fee to the program administrator. Activity delivery expenses up to 10 percent of the Mortgage Assistance Loan amount may be offered, provided the costs are actual costs, commercially reasonable, and not a flat fee to the program administrator

5. Amount of Agreement

The amount of this Agreement for the Work described herein shall not exceed the amount of the award.

6. Completion Dates

This Agreement shall expire 36 months from the date of execution of this Agreement except for those term and/or provisions of this Agreement which by their express terms survive its expiration or earlier termination. All funds remaining unexpended upon the Grant Expiration Date shall be immediately and automatically disencumbered.

EXHIBIT A

7. Department Contract Coordinator

The coordinator of this Agreement for the Department is the duly authorized Department Representative, or their designee. Unless otherwise informed in writing by the Department, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the following address:

Department of Housing and Community Development
Division of State Financial Assistance
State Grants Manager
2020 West El Camino Avenue, Suite 150
Sacramento, California 95833
Phone: (916) 263-2725

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

A. Contractor has been awarded the following grant activity amounts:

Activity:	Amount:
FTHB Mortgage Assistance Program	\$800,000
Owner Occupied Rehabilitation Program with or without ADU/JDU's	\$0
Self-Help Technical Assistance Grants	\$0
Shared Housing Technical Assistance Grants	\$0
FTHB Development Project Loans	\$0
ADU/JDU Program	\$0
Total:	\$800,000

The approved Development budget and Project Sources and uses are:

1) Development Budget:

N/A

2) Project Sources and Uses:

N/A

**Please note: Funds cannot be used for construction.*

B. For the purposes of performing the Program Activities, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant ("**Grant**") for the uses identified in the Sources and Uses. Under absolutely no circumstances shall the Department be liable for any sums, whether related or unrelated to the Work, which are in excess of this Grant amount, nor shall the Department be liable for any sums connected with, related to, or arising out of, whether directly or indirectly, in whole or in part, any unauthorized or otherwise ineligible costs. Notwithstanding any contrary language contained in this Agreement, the forgoing sentence shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT B

2. Conditions of Disbursement

- A. Funds are not reserved for a Borrower prior to the date that this Standard Agreement is fully executed by the Contractor and the Department. Funds will be released, if at all, after said full execution of this Standard Agreement, and after the Department has reviewed and approved the following Contractor submissions:
- 1) Loan servicing plan in compliance with Guidelines.
 - 2) The Contractor shall submit its Program guidelines for review and approval by the Department for each funded activity identified in the budget detail above (Section 1. A of this Exhibit) and in compliance with California Code of Regulations, title 25, section 7721 as well as Guidelines section 7721, subd. (a)(3)(J) and subd. (a)(3)(K). Contractor's Program guidelines, at a minimum, shall include:
 - a. Participant eligibility requirements;
 - b. Property eligibility requirements;
 - c. Underwriting requirements including maximum Loan-to-Value limits and debt-to-income ratios;
 - d. Loan terms for assistance loans to participants;
 - e. Occupancy requirements;
 - f. Eligible and ineligible costs for payment with CalHome funds;
 - g. Homebuyer education requirements for Mortgage Assistance Activities pursuant to California Code of Regulations, title 25, section 7722; and,
 - h. Program marketing plan
 - 3) Loan document templates.
 - 4) Reuse Agreement acceptable to the Department in compliance with California Code of Regulations, title. 25, section 7724, which includes verification of established separately maintained Reuse Account.
 - 5) Fully executed 20-year Monitoring Agreement between the Contractor and the Department.

EXHIBIT B

- 6) Third party contracts for the administration of any of the above functions shall require the Contractor to submit copies of the proposed contract(s) prior to execution (including future amendments) to be reviewed and approved by the Department, and thereafter, such contracts shall not be modified, or later amended, with the Department's prior written consent.

3. Payment Provisions

- A. Prior to requesting any funds; the Contractor shall submit the following:
 - 1) Payee Data Record STD 204 or TIN Form (as applicable)
- B. Funds may be requested as either a reimbursement or as an advance pursuant to California Code of Regulations, title 25, section 7753, and as described in the NOFA under which these funds were awarded. Advances may include, but are not limited to, any of the following:
 - 1) Homeownership Development Project Loan disbursements;
 - 2) Advances of up to 25 percent of the award for either Self-Help or Shared Housing Technical Assistance consistent with applicable law (including, but not limited to, Guidelines section 7738(c));
 - 3) Advances for Owner-Occupied Rehabilitation or ADU/JADU Programs up to the Contractor's anticipated volume of closed Loans for the following 60-day period consistent with applicable law; and,
 - 4) Advances to escrow for Mortgage Assistance Loan's consistent with applicable law.
- C. All Contractors shall reconcile advances within 90 days. Documentation showing at least two-thirds of the funds previously released for program activities were expended shall be submitted to the Department before another advance request is processed.
- D. Contractors shall also consistently complete quarterly performance reports and up to date submissions before another advance request is processed.

EXHIBIT B

- E. The Department shall not authorize payments unless it determines, in its sole and absolute discretion, that the Program funds have been, and shall be, expended and disbursed in compliance with the terms and provisions of this Agreement, the Guidelines, the NOFA, and, if applicable, a Development Agreement.
- F. The Department reserves the right to request copies of any documentation at any time prior to, or after the processing of any funds requests, whether by way of advance or reimbursement.
- G. All funds requests, whether by way of advance or reimbursement, must be requested on a form provided by the Department and accompanied by the required supporting documentation.

4. Deadlines

- A. Program funds shall be expended no later than 36 months from date of Standard Agreement execution. ("Expiration Date")
- B. All un-expended funds remaining as of 36 months from date of Standard Agreement execution may be disencumbered by the Department.
- C. All invoices for payment must be submitted to the Department no later than 90 days from the Expiration Date.

EXHIBIT D

CALHOME PROGRAM TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

- A. This Agreement is effective only upon the mutual execution hereof by both the Recipient and the Department's; the date of which mutual execution can be found on page one of the Standard Agreement (STD 213) (the "**Effective Date**").
- B. The Recipient agrees that Work shall not commence, nor any costs to be paid with CalHome funds be incurred or obligated by any party prior to:
 - 1) the mutual execution of this Agreement;
 - 2) completion of all required environmental clearances; and,
 - 3) full and timely compliance with all of the applicable provisions of this Agreement.
- C. The Recipient agrees that the Work shall be completed in accordance with the dates specified in Exhibit B, Paragraph 4. Notwithstanding any contrary language contained in this Agreement, this Section 1(C) shall survive the expiration, or earlier termination, of this Agreement.

2. Sufficiency Funding

- A. This Agreement is valid and enforceable only if sufficient funds are made available to the Department. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the California State Legislature, promulgated in guidelines or as any State statute which may affect the provisions, terms, or funding, of this Agreement in any manner.
- B. The parties to this Agreement mutually agree that if insufficient funds are available for the CalHome Program, the Department, at its sole discretion, may either amend the Agreement to reflect any reduction in funds, or it may unilaterally cancel the Agreement with fourteen (14) days written notice to the Recipient.

EXHIBIT D

- C. Unless otherwise approved by the Department in writing, upon termination or cancellation of this Agreement, the Recipient shall complete all Work in progress and terminate any other activities that were to be paid for with CalHome funds. Any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of any Notice of Termination or Notice of Cancellation related to this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 2(C) shall survive the expiration, or earlier termination, of this Agreement.

3. Recipient's Application for Funds

- A. The Recipient has submitted to the Department an Application for funding under the CalHome Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Recipient's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto which are approved by the Department in writing. The Application, and any approved modifications and additions thereto, are hereby incorporated into this Agreement by reference, and are made a part hereof as though set forth herein in their entirety.
- B. The Recipient represents and warrants that all information, facts, assertions, and representations contained in the Application, and any and all approved modifications and additions thereto, are true, correct, and complete to the best of Recipient's knowledge, both as of the date of the Application and as of the date hereof. In the event that any part of the Application, and/or any part of any approved modification and/or addition thereto, is untrue, incorrect, incomplete, or misleading in a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and/or the CalHome loans or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are available. All representations and warranties of the Recipient shall indefinitely survive the expiration or earlier termination of this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 3(B) shall survive the expiration, or earlier termination, of this Agreement.
- C. The Department shall not be obligated to fund a CalHome loan or a grant activity unless the Recipient has timely and fully complied with and satisfied all the applicable terms and conditions of this Agreement, including (but not limited to) the following, all in a manner satisfactory to the Department in its sole and absolute discretion, on or before the earlier of the CalHome loan closing or the execution of this Agreement:

EXHIBIT D

D.

- 1) The Regulations, Guidelines, and the NOFA, as each may be amended
- 2) All program legal documents including but not limited to this Agreement and the monitoring agreement; and,
- 3) The Representations made in the Application and associated materials.

4. Project /Program Requirements

The Recipient shall comply with the Regulations, and the CalHome Guidelines, as applicable, in accordance with the type of assistance provided. Notwithstanding any contrary language contained in this Agreement, the forgoing sentence shall survive the expiration, or earlier termination, of this Agreement.

A. Maximum Per Unit Assistance Amount

Activities assisted under this Agreement are subject to underwriting and subsidy layering requirements established by the CalHome Program for each activity. The maximum per unit assistance amount is established in the NOFA under which the application for funding was submitted.

B. Maximum Purchase Price/After Rehabilitation Value Limits

Maximum Sales Price and After Rehabilitation Value limits shall be determined through the method prescribed in the Regulations based on the program or activity and not exceed the limit established in California Code of Regulations section 7716(aa).

C. Maximum Loan-to-Value Limits

Maximum Purchase Price and After Rehabilitation Value limits shall be determined through the method prescribed in the Regulations based on the program or activity and not exceed the limit established in the Regulations by activity.

D. Income Determination

Households assisted under this Agreement must have incomes determined to be at or below the HCD income limits adjusted by household size and area in which they reside as updated annually. Income must be determined utilizing the gross income determination requirements defined in California Code of Regulations section 6914.

EXHIBIT D

5. Activity Delivery Fees, As Applicable

Activity Delivery Fees (“**ADF**”) shall not to exceed the applicable limits specified in Exhibit A paragraph 4(B.7).

6. Written Agreements

- A. The Recipient shall enter into a written agreement with each Borrower, to whom it disburses CalHome funds (such written agreements, individually, a “**Loan Agreement**”; collectively, the “**Loan Agreements**”). Each Loan Agreement must be fully executed by Recipient and the applicable Borrower prior to Recipient disbursing any CalHome funds to that Borrower. For clarity, all references in this Agreement to “Borrower”, whether in the plural or the singular, are references to “Borrower” as that term is defined in California Code of Regulations section 7716(f). Notwithstanding any contrary language contained in this Agreement, this Section 4 shall survive the expiration, or earlier termination, of this Agreement.
- B. All agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) contemplated to be executed by the Recipient or the Borrower (if the Recipient is not the Borrower), which materially affect the construction, refinancing, acquisition, operation, ownership, and/or maintenance of the project or program shall be approved in writing by the Department in its reasonable discretion, prior to their execution.
- C. The Recipient and/or Borrower, as the case may be, shall immediately provide the Department with copies of all agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) executed by (or entered into by), or on behalf of, the Recipient or the Borrower, to the extent that those agreements, instruments, or other documents, are discussed in Subsections 6(A) or 6(B), above.
- D. The Recipient shall include a provision in all of its Loan Agreements that provides that any and all agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) contemplated to be executed by, or entered into by, the Borrower, which materially affect the construction, refinancing, acquisition, operation, ownership, and/or maintenance of the project or program, are subject to the prior written approval of the Department, in its reasonable discretion.

2021 CalHome Disaster Assistance Program
NOFA Date: 11/18/2021
Approval Date: 10/26/2021
Prep. Date: 09/14/2022

EXHIBIT D

Such provision shall also require the Borrower to provide the Recipient with copies all such agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto), prior to their execution, and upon receipt of same from Borrower, the Recipient shall immediately forward such agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) to the Department for review.

7. Security Documents and Lien Agreements

Prior to the initial disbursement of any CalHome funds encumbered by this Agreement, the documents described in this paragraph shall be entered into, executed and, where appropriate, acknowledged and recorded. The documents described in subsections 'A' through 'D' shall in form and function comply with the requirements of this Agreement, as well as the Statute, Regulations, and Guidelines. Notwithstanding any contrary language contained in this Agreement, this Section 7 shall survive the expiration, or earlier termination, of this Agreement.

- A. For CalHome Mortgage Assistance, funds shall be disbursed to Borrower in the form of deferred payment low-interest or no interest loans. The Recipient shall ensure that all loans made by the Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The Recipient agrees that all said documents shall be executed and where appropriate recorded, prior to disbursement of funds. The documents must include provisions necessary to ensure either that the ownership of the property being assisted with CalHome funds remains consistent with the Guidelines, or that CalHome funds are due and payable upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.
- B. For development Project Development Loans to assist a housing project with predevelopment costs, funds are to be disbursed prior to acquisition of lots or homes by individual homeowners. The promissory note shall be executed by the Recipient in favor of the Department and secured by a blanket deed of trust executed by the fee owner(s) of all lots upon which the development will take place. Said deed shall be recorded in the office of the county recorder for the county in which the project will be located and shall have priority over all other liens, encumbrances, and other matters of record except as may be previously approved by the Department in writing.

EXHIBIT D

- At the time individual lots or units are sold to individual buyers, each individual owner-occupant borrower shall enter into a deferred payment low-interest Loan Agreement setting forth the terms and conditions under which the loan of CalHome funds is being made, including (but not limited to) those provisions necessary to ensure either that the property being assisted with CalHome funds remains affordable, or that CalHome funds are recaptured upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.
- C. For CalHome owner-occupied rehabilitation, funds shall be disbursed to Borrower in the form of a deferred payment low-interest or no interest loan consistent with Program requirements. The Recipient shall ensure that all loans made by the Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The Recipient agrees that, prior to the disbursement of funds, all said documents shall be executed and, where appropriate, recorded. The documents must include provisions necessary to ensure either that the property being assisted with CalHome funds remains consistent with the Guidelines and Regulations, or that CalHome funds are recaptured upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.
 - D. For CalHome Shared Housing Technical Assistance and Self-Help Technical Assistance funds will be provided to the Recipient in the form of a grant.
 - E. For CalHome ADU and JADU funds shall be disbursed to Borrower in the form of a deferred payment low-interest or no interest loan consistent with Program requirements. The Recipient shall ensure that all loans made by the Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The Recipient agrees that, prior to the disbursement of funds, all said documents shall be executed and, where appropriate, recorded. The documents must include provisions necessary to ensure either that the property being assisted with CalHome funds remains consistent with the Guidelines and Regulations, or that CalHome funds are recaptured upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.

EXHIBIT D

- F. The Recipient shall fully and timely comply with all of its obligations under each of the applicable documents called for in this Agreement. Any breach or violation by the Recipient, its employees, directors, executives, agents, subcontractors, or successors-in-interest, of any provision of any of the documents described in the preceding sentence shall constitute a breach of this Agreement and shall be subject to the remedies provided herein or otherwise available at law or in equity.

8. Insurance

- A. Prior to the disbursement of funds under this Agreement, and thereafter during the term hereof, the Recipient shall obtain, carry, and maintain in full force and effect, comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000) for injury to, or death of, one person; one million dollars (\$1,000,000) for injury to, or death of, more than one person in one accident, and property damage insurance deemed adequate in the reasonable discretion of the Department in writing. All insurance carriers must meet the requirements of the State of California Department of Insurance.
- B. Upon demonstration of cause satisfactory to the Department, the requirements in Paragraph 7.A above may be satisfied by the Recipient providing evidence of an alternative to conventional insurance sufficient, in the sole and absolute opinion of the Department, to provide equivalent protection. In such a case the satisfaction of the requirements in Paragraph 7.A by alternative means shall be evidenced by a written instrument, signed by the Department; in the absence of such a written instrument it shall be presumed that Recipient is required to comply with the terms of Paragraph 7.A in full.

9. Inspections

- A. The Recipient shall inspect any Work performed hereunder to ensure the Work is being and has been performed in accordance with the applicable federal, state and/or local requirements, any applicable construction contract, and this Agreement. The Recipient agrees to require that all Work not in conformity with the applicable requirements be corrected, and Recipient agrees to withhold payment to the construction contractor or subcontractor until it is so corrected. Notwithstanding any contrary language contained in this Agreement, this Section 9 shall survive the expiration, or earlier termination, of this Agreement.
- B. The Department reserves the right to inspect any site upon which the Work is being performed. The Recipient shall include a provision in its construction documents permitting the Department, or its agents, to inspect such site(s).

EXHIBIT D

10. Signs

- A. The Recipient shall place a sign on the Property during construction that shall include the Department as one of the entities providing financing for the development.
- B. During the construction period the Department may place one or more signs on the Property stating that it is providing financing for the development.

11. Reporting Requirements

- A. During the term of this Agreement, and no later than 30 days after the end of each calendar quarter, the Recipient shall submit to the Department a performance report on a form provided by the Department.
- B. During the term of this Agreement, and no later than thirty (30) days after June 30th of each year, the Recipient shall submit, upon request of the Department, an annual performance report on a form provided by the Department.
- C. During the term of this Agreement, and for four (4) years following the expiration (or earlier termination) of this Agreement, the Department reserves the right to request any other information, records, forms, or reports as is deemed necessary or desirable by the Department.
- D. Failure to timely submit any of the above-required information, records, forms, or reports, or any reports required pursuant to the Regulations, shall constitute a breach of this Agreement. In addition to the remedies available under at law and in equity, the Regulations, and program legal documents (including, but not limited to, this Agreement), the Department may declare Recipient in breach of this Agreement, and/or withhold disbursements of CalHome funds for failure to timely submit any number of the forgoing items of information, records, forms, or reports. Notwithstanding any contrary language contained in this Agreement, this Section 11 shall survive the expiration, or earlier termination, of this Agreement.

12. Audit/Retention and Inspection of Records

- A. Recipient shall retain any and all records, accounts, documentation, and all other relevant materials pertaining to performance under this Agreement for a minimum of four years after the expiration, or earlier termination, of this Agreement, unless a longer period of record retention is stipulated.

EXHIBIT D

Recipient shall retain any and all records, accounts, documentation, and all other relevant materials pertaining to performance under this Agreement for a minimum of four years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, unless a longer period of record retention is stipulated, but in any event for a minimum of four years after the expiration, or earlier termination, of this Agreement.

- B. At any time during the term of this Agreement, and for four (4) years thereafter, the Department may perform, or cause to be performed, an independent financial audit of any or all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- C. In the event that Department elects to perform, or cause to be performed, an independent financial audit of any or all phases of the Work, such audit shall be performed by a qualified State, Department, local, or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- D. Recipient shall adequately document each transaction to permit the determination, through an audit if requested by the Department, of the accuracy of the records and the allowability of the expenditures paid in whole or in part, with CalHome funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, in the reasonable opinion of the Department, then the questionable expenditure shall be disallowed. The Recipient shall reimburse the Department for the amount of any and all disallowed expenditures of the Recipient or its agents or subcontractors. Determination by the Department of allowability of any expenditure shall be final.
- E. Recipient agrees that the Department or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Recipient agrees to provide the Department or its delegatee with any relevant records, accounts, documentation, and all other relevant materials requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such records, accounts, documentation, and all other materials relevant to a matter under investigation for the purpose of determining compliance with California Government Code section 8546.7, or pursuant to a financial audit under subsection B above. Recipient further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 12 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT D

13. Monitoring Agreement

Upon the Department's approval of Recipient's Loan Servicing Plan and CalHome Program Reuse Account Plan, the Recipient shall enter into the 20-year Monitoring Agreement. The 20-year Monitoring Agreement shall allow the Department to: (A) obtain necessary or desirable reporting information; (B) review and approve changes to Loan Servicing Procedures or CalHome Program Reuse Account Plans; and, (C) to perform monitoring of CalHome Program operations and accounts.

14. Compliance with State and Federal Laws, Rules, and Guidelines

Recipient agrees at all times to act (with respect to the CalHome Program, CalHome activities, and use of funds committed herein) in conformity with all laws applicable to the CalHome Program, including (but not limited to) those of the State of California, all federal laws, all local rules or ordinances, and all requirements of the CalHome Program including the CalHome Statute, Regulations, and Guidelines, as applicable. Recipient also agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work. Notwithstanding any contrary language contained in this Agreement, this Section 14 shall survive the expiration, or earlier termination, of this Agreement.

15. Disencumbrance of Funds

- A. The Recipient shall repay to the Department all CalHome funds disbursed pursuant to this Agreement, and forfeit any and all present and future right(s) and claim(s) to any remaining CalHome funds granted and/or encumbered by virtue of this Agreement, if Recipient either: (1) does not complete the Project by the expenditure deadline set forth in Exhibit B, paragraph 4, of this Agreement, or; (2) by the expenditure deadline set forth in Exhibit B, paragraph 4, of this Agreement, fails to expend any funds disbursed pursuant to this Agreement.
- B. Funds authorized by this Agreement shall be disencumbered in whole or in part if funds are not expended within the time frames specified in Exhibit B Paragraph 4. Notwithstanding any contrary language contained in this Agreement, this Section 15 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT D

16. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipients' need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Work, the Department may reduce the amount of the Grant or Loan accordingly. In the event the Department determines the Work is no longer financially feasible, in the sole and absolute discretion of the Department, any commitment issued by the Department and/or this Agreement may be terminated by the Department unilaterally.

17. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient shall remain the primary obligor under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work. The Recipient shall comply with all requirements of the Department necessary or desirable to ensure the completion, occupancy, and use of the Work in accordance with this Agreement and the authorities referenced herein. Notwithstanding any contrary language contained in this Agreement, this Section 17 shall survive the expiration, or earlier termination, of this Agreement.

18. Civil Rights and Age Discrimination Acts Assurances

During the performance of this Agreement, or the term of this Agreement, whichever is longer, the Recipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this Agreement, as required by the California Fair Employment and Housing Act (Government Code, section 12990, et. seq.), the Holden Act (Health & Safety Code, section 35800, et. seq.) Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, the Age Discrimination Act of 1975 and all implementing regulations, or any other applicable law, rule, ordinance, regulation, or guideline that may apply.

19. Displacement, Relocation, and Acquisition

The Recipient shall comply with the State displacement, relocation, and real property acquisition rules governing the CalHome Program, which rules are contained in the State CalHome Regulations.

EXHIBIT D

20. Special Conditions

The Recipient agrees to fully and timely comply with all of the terms, covenants, and conditions of this Agreement, including the Special Conditions set forth in Exhibit E, if applicable. The forgoing conditions shall be met to the satisfaction of the Department in its sole and absolute discretion. The Recipient shall ensure that all contractors and/or subcontractors are made aware of and agree to comply with all of the conditions of this Agreement and the applicable Federal and State requirements governing the use of CalHome funds. Failure to fully and timely comply with any number of these conditions shall be an immediate breach of this Agreement.

21. Eligible Uses of Reuse Funds

- A. Reuse funds may be retained by the Recipient. The Recipient must be in full compliance with their approved Reuse Agreement and reuse funds must be placed in an interest-bearing account.
- B. Reuse funds must be used for eligible activities as specified in the Regulations and Guidelines, as applicable, and any program legal documents including, but not limited to, this Agreement. The Recipient must report on the use of Reuse funds annually for a period of 20 years beginning from the Agreement expiration date as established in Exhibit A of this Agreement. Notwithstanding any provision(s) to the contrary contained in this Agreement, this Section 21(B) shall survive the expiration, cancellation, or earlier termination, of this Agreement.

22. CalHome Predevelopment Loan Funds

- A. If CalHome funds are provided to the Recipient to finance the costs of obtaining construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and/or legal fees, the Recipient shall demonstrate, to the satisfaction of the Department, that it has, with regard to the project concerned, site control (evidenced by a deed, a sales contract, or an enforceable option to purchase the property), a preliminary financial commitment, and a capable development team (or a realistic and reasonable plan to hire a capable development team).
- B. Repayment of the Recipient predevelopment loan will be made to the Department, or a Recipient as approved by the Department, from construction loan proceeds or another source of project income in the event the CalHome funds are not provided to low-income buyers of the units developed. The Recipient may be required to enter into a predevelopment loan agreement prior to the disbursement of funds. This agreement will detail the use and repayment of funds, and other terms and conditions of the loan.

EXHIBIT D

23. Prevailing Wage

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Recipient shall ensure that the requirements of Chapter 1 (commencing with section 1720) of part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but not limited to the rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through funds procured pursuant to this Agreement. (Note: For the purposes of this requirement “in support of construction work” includes, but not limited to the work performed during the design and preconstruction phases of construction (i.e. development,) including, but not limited to, inspection and land surveying work under contract and paid for, in whole or in part, through this Agreement. Development related work “in support of construction work” such as involving employment of trades/crafts like a field soil tester, laborer, electrical utility lineman, tree trimmer, driver (on/off-hauling to/from construction site shall be paid prevailing wages pursuant to California Labor Code, part 7, Chapter 1.) All construction work shall be done through the use of a written contract with a properly licensed building Recipient incorporating these requirements (the “construction contract”). Where the construction contract will be between the Recipient and a licensed building contractor, Recipient shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

24. Assignment of Agreement, Assignment of Loan Commitment

This Agreement represents a conditional commitment of funds for accomplishment of the Work. This conditional commitment of funds shall not be assigned, in whole or in part, by the Recipient to any other person or entity without the prior express written consent of the Department, in its sole and absolute discretion. Any assignment of this Agreement made without the prior express written consent of the Department shall result in the immediate breach of this Agreement by Recipient, and shall be void *ab initio*, invalid, and without legal effect.

EXHIBIT D

25. Litigation

- A. If any provision of this Agreement, or underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

The Recipient shall promptly notify the Department, in writing, of any and legal proceeding(s), litigation, adjudication(s), arbitration(s), claim(s), cause(s) of action, and/or proceeding(s), whether actual, threatened, pending, or reasonably likely to ensue, which do (or reasonable could) have, in whole or in part, a material adverse effect on: (i) this Agreement; (ii) any loans made as a result of this Agreement; (iii) any Work performed in connection with this Agreement, or; (iv) any transaction arising out of this Agreement (each, an "Adverse Action"). Such written notice of Adverse Action shall be accompanied by any and all additional documentation and information necessary or desirable for the Department and its staff to evaluate the Adverse Action. If such written notice of Adverse Action is accompanied by insufficient additional documentation and information for the Department and its staff to evaluate the Adverse action in question then, at the Department's request, Recipient shall provide such additional documentation and information to the Department within five (5) business days, unless a longer period for provision of same is agreed to be the Department in writing.

26. Waiver

No waiver of any breach or default under this Agreement shall be held to be a waiver of any prior or subsequent breach or default. Any remedy afforded in this Agreement shall be taken and construed as cumulative, and in addition to, any other remedy provided herein or by law or in equity. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of such provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

27. Termination and Breach

- A. The Department may terminate this Agreement at any time for cause by giving fourteen (14) calendar days written notice to the Recipient. Cause shall consist of any violation of the CalHome requirements; any terms and/or special conditions of this Agreement; an unreasonably low rate of expenditure or, upon a reduction in, limitation on, or elimination of the Department's expenditure authority.

EXHIBIT D

- B. In the event of the Recipient's failure to satisfy or comply with any term or condition in this Agreement or with respect to the 20-year Monitoring Agreement as specified in Exhibit B, Paragraph 1.A. 5, within the time and in the manner specified, after written notice to the Recipient by the Department specifying:
- 1) the breach;
 - 2) the action required to cure such breach; and,
 - 3) a date, not less than fifteen (15) days from the date of receipt of such notice by the Recipient, by which such breach must be cured.
- C. In the event of such breach the Department may also take such action or seek such remedies as provided in the 20-year Monitoring Agreement. The Department may also seek such other remedies as may be available under this Agreement or any law.

28. Attorneys' Fees

Attorneys' Fees, Costs, and Expenses. Notwithstanding any contrary provision(s) contained in this Agreement, in any action to enforce or interpret, or otherwise relating to, this Agreement, or any portion(s) or provision(s) thereof, the prevailing party shall be entitled to recover from the other party, its costs and expenses incurred, including attorneys' fees. The term "costs and expenses", as used herein, shall include all costs and expenses actually and reasonably incurred, including, but not limited to: attorneys' fees; filing, motion, and jury fees; juror food and lodging; taping, videotaping, and transcribing depositions and travel expenses to attend depositions; service of process by a public officer, registered process server, or other means; expenses of attachment including keeper's fees; premiums on surety bonds; ordinary witness fees pursuant to California Government Code section 68093; fees of expert witnesses whether or not ordered by the court; transcripts of court proceedings whether or not ordered by the court; court reporters fees as established by statute; investigation expenses in preparing the case for trial; postage, telephone and photocopying charges; costs in investigation of jurors or in preparation for voir dire; models, blowups and photocopies of exhibits; and any other item that is required to be awarded to the prevailing party pursuant to statute as incident to prevailing in the action at trial or on appeal. All such costs and expenses shall be recoverable whether the services were rendered by a salaried employee of the prevailing party or by an independent contractor. The provisions of this Section shall survive the expiration, or earlier termination, of this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 28 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT D

29. Indemnification

Recipient/Borrower Indemnification. Recipient, and each person or entity comprising Recipient (for purposes of this Section, all of the forgoing, collectively, "Indemnitor") hereby agree that they/it shall, defend and hold the Department and all of the Department's principals, officers directors, shareholders, partners, managers, attorneys, agents, representatives, successors and assigns (the Department and such other persons each being referred to herein as an "Indemnatee", and collectively, as the "Indemnitees") free and harmless from and against any and all liabilities, demands, claims, losses, causes of action, suits, proceedings, judgments, costs and expenses (including court costs and reasonable attorneys' fees) of whatever kind or nature incurred or suffered by, or threatened against, the Department, or any other Indemnatee, resulting from or arising out of (or by reason of) any of the following: (a) this Agreement or the award contemplated hereunder; (b) the funding of any amounts hereunder; (c) any act or omission by Indemnitor, or, any consultant retained by Indemnitor, any of Indemnitor's principals, employees, attorney's, agents, or contractors, or any other third party related thereto, including without limitation, any failure or breach by any such persons to comply with this Agreement, any CalHome program requirements and/or any other applicable laws, regulations, guidelines, orders, or requirements, or; (d) any obligation on the part of the Department to repay funds disbursed under this Agreement to any third-party (e.g., an obligation to repay funds disbursed under this Agreement to the United States Department of Housing and Urban Development because, due to a breach of this Agreement by Indemnitor, such funds failed to achieve a national objective). The defense of any and all such matters shall be made by counsel reasonably acceptable to the Indemnatee; shall commence immediately upon any such claim or matter being made, threatened, or asserted against the Indemnatee without the necessity of the Indemnatee first contesting or defending the same, suffering or incurring any cost, loss or adverse disposition, or otherwise taking any other action; and shall apply to all such matters regardless of any action, failure, or negligence of the Indemnatee, it being the express intent of the parties that the indemnification, defense and other obligations of Indemnitor hereunder apply to all matters referenced herein except to the extent caused by the gross negligence or willful misconduct of the Indemnatee. In the event the Indemnitor fails or refuses to initiate or continue pursuing to completion any such defense or other obligations hereunder, the Indemnatee shall be entitled to undertake, assume, and/or conclude same, all at the Indemnitor's sole cost and expense, with counsel selected by the Indemnatee, in its sole discretion; and any and all costs, fees and

EXHIBIT D

expenses paid by the Indemnitee in connection therewith shall accrue interest at the rate of ten percent (10%) per annum from the date incurred until paid. The indemnity, defense and other obligations of the Indemnitor under this Section shall survive the execution and delivery of this Agreement, the expiration (or sooner termination) of this Agreement, and/or the recordation of any documents or instruments contemplated herein. Notwithstanding any contrary language contained in this Agreement, this Section 29 shall survive the expiration, or earlier termination, of this Agreement.

SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

1. **Other Departmental Funding.** In the event the Contractor is being, has been, or in the future is awarded any other Department funding (CalHome or otherwise) in addition to the CalHome grant, loan, or both contemplated by the Award Letter and this Agreement (the CalHome funding made under this Agreement, and each such additional funding, including a Departmental Loan or Grant made under another Departmental award letter and standard agreement, each being a **“Departmental Funding”**), then each Departmental Funding will be cross-defaulted to the other Departmental Fundings so that:
 - (i) Compliance by the obligated party(ies) under the Department’s documentation relating to one Departmental Funding shall be a condition precedent to the funding and disbursement of the funds to be provided under all of the other Departmental Fundings; and
 - (ii) A breach or default under one Departmental Funding shall constitute a breach or default under all of the other Departmental Fundings.
2. **Attorneys’ Fees, Costs, and Expenses.** Notwithstanding any contrary provision(s) contained in this Agreement, in any action to enforce or interpret, or otherwise relating to, this Agreement, or any portion(s) or provision(s) thereof, the prevailing party shall be entitled to recover from the other party, its costs and expenses incurred, including attorneys’ fees. The term “costs and expenses”, as used herein, shall include all costs and expenses actually and reasonably incurred, including, but not limited to: attorneys’ fees; filing, motion, and jury fees; juror food and lodging; taping, videotaping, and transcribing depositions and travel expenses to attend depositions; service of process by a public officer, registered process server, or other means; expenses of attachment including keeper’s fees; premiums on surety bonds; ordinary witness fees pursuant to *California Government Code* section 68093; fees of expert witnesses whether or not ordered by the court; transcripts of court proceedings whether or not ordered by the court; court reporters fees as established by statute; investigation expenses in preparing the case for trial; postage, telephone and photocopying charges; costs in investigation of jurors or in preparation for *voir dire*; models, blowups and photocopies of exhibits; and any other item that is required to be awarded to the prevailing party pursuant to statute as incident to prevailing in the action at trial or on appeal. All such costs and expenses shall be recoverable whether the services were rendered by a salaried employee of the prevailing party or by an independent contractor. The provisions of this Section shall survive the expiration, or earlier termination, of this Agreement.
3. **Contractor/Borrower Indemnification.** Contractor and/or Borrower, as the case may be, and each person or entity comprising such Contractor and/or Borrower (for purposes of this Section, all of the forgoing, collectively, “Indemnitor”) hereby agree that they/it shall, defend and hold the Department and all of the Department’s principals, officers directors, shareholders, partners, managers, attorneys, agents, representatives, successors and

2021 CalHome Disaster Assistance Program

NOFA Date: 11/18/2021

Approval Date: 10/26/2021

Prep. Date: 09/14/2022

assigns (the Department and such other persons each being referred to herein as an "Indemnatee", and collectively, as the "Indemnitees") free and harmless from and against any and all liabilities, demands, claims, losses, causes of action, suits, proceedings, judgments, costs and expenses (including court costs and reasonable attorneys' fees) of whatever kind or nature incurred or suffered by, or threatened against, the Department, or any other Indemnatee, resulting from or arising out of (or by reason of) any of the following:

(a) this Agreement or the award contemplated hereunder; (b) the funding of any amounts hereunder; (c) any act or omission by Indemnitor, or, any consultant retained by Indemnitor, any of Indemnitor's principals, employees, attorney's, agents, or contractors, or any other third party related thereto, including without limitation, any failure or breach by any such persons to comply with this Agreement, any CalHome program requirements and/or any other applicable laws, regulations, guidelines, orders, or requirements, or; (d) any obligation on the part of the Department to repay funds disbursed under this Agreement to any third-party (e.g., an obligation to repay funds disbursed under this Agreement to the United States Department of Housing and Urban Development because, due to a breach of this Agreement by Indemnitor, such funds failed to achieve a national objective). The defense of any and all such matters shall be made by counsel reasonably acceptable to the Indemnatee; shall commence immediately upon any such claim or matter being made, threatened, or asserted against the Indemnatee without the necessity of the Indemnatee first contesting or defending the same, suffering or incurring any cost, loss or adverse disposition, or otherwise taking any other action; and shall apply to all such matters regardless of any action, failure, or negligence of the Indemnatee, it being the express intent of the parties that the indemnification, defense and other obligations of Indemnitor hereunder apply to all matters referenced herein except to the extent caused by the gross negligence or willful misconduct of the Indemnatee. In the event the Indemnitor fails or refuses to initiate or continue pursuing to completion any such defense or other obligations hereunder, the Indemnatee shall be entitled to undertake, assume, and/or conclude same, all at the Indemnitor's sole cost and expense, with counsel selected by the Indemnatee, in its sole discretion; and any and all costs, fees and expenses paid by the Indemnatee in connection therewith shall accrue interest at the rate of ten percent (10%) per annum from the date incurred until paid. The indemnity, defense and other obligations of the Indemnitor under this Section shall survive the execution and delivery of this Agreement, the expiration (or sooner termination) of this Agreement, and/or the recordation of any documents or instruments contemplated herein.

4. Prior to disbursement of all, or any portion of, the funds contemplated by this Agreement, Borrower shall be in full compliance with all of the requirements of the CalHome Program, including, but not limited to, the experience requirements of CalHome Program Final Guidelines (2019) §§ 7717(a)(1), 7717(b)(2), and 7754.
5. Prior to disbursement of all, or any portion of, the funds contemplated by this Agreement, Borrower shall be in full compliance with all of the experience requirements of the CalHome Program, including, but not limited to, the requirements of CalHome Program Final Guidelines § 7717(a)(1).

6. As a condition precedent to the Department's obligation to disburse all, or any portion of, the funds contemplated by this Agreement, the Department shall have approved, in writing, a fully executed Subrecipient Agreement, which Departmental approval shall not be unreasonably conditioned, delayed, or withheld.

EXHIBIT "F" – INSURANCE REQUIREMENTS

County of Butte Disaster Assistance First Time Homebuyer Program (PROGRAM)

SUBRECIPIENT shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by SUBRECIPIENT, its agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:
 - a. *Name the GRANTEE, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by GRANTEE shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to GRANTEE.*
2. The Certificate of Insurance for Workers' Compensation must include the following waiver of subrogation:
 - a. *Waiver of Subrogation. SUBRECIPIENT waives all rights against GRANTEE and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The GRANTEE Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by GRANTEE Risk Manager or GRANTEE Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by GRANTEE, SUBRECIPIENT shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to GRANTEE. GRANTEE reserves the right to require certified copies of all required insurance policies at any time.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-CALHOME-17229

PURCHASING AUTHORITY NUMBER (if appl)

Item 3.

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of Butte

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

36 Months from Date of Execution

3. The maximum amount of this Agreement is:

\$800,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CalHome Program Terms and Conditions	17
Exhibit E	Special Conditions	3
TOTAL NUMBER OF PAGES ATTACHED		29

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

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

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

CONTRACTOR

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

County of Butte

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Michael White

DATE SIGNED

10/13/2022

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CONTRACTOR

County of Butte

a California Government County

By: 

Date: 10.10.22

Maximo A. Pickett
Chief Administrative Officer

Address:

25 County Center Drive
Oroville, CA 95965

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

- A. Pursuant to Chapter 6 of Part 2 of Division 31 of the California Health and Safety Code, commencing with section 50650 (the "Statute"), and Guidelines:

All funds provided through this Agreement are general obligation bond funds, pursuant to the Housing and Emergency Shelter Trust Fund Acts of 2002 and 2006. As such, the Recipient shall ensure that expenditures of the proceeds of the Program grant or loan are limited to those costs associated with the acquisition, rehabilitation, or construction of capital assets. In addition, California Health & Safety Code section 50650.3(a) makes CalHome Program (the "**Program**") funds conditionally available to provide disaster relief assistance to households at or below 120 percent of Area Median Income (AMI). California Health & Safety Code section 50650.3(f) also makes Program funds conditionally available for the construction, repair, reconstruction, or rehabilitation of Accessory Dwelling Units (ADUs) or Junior Accessory Dwelling Units (JADUs).

- B. The Work authorized by this Agreement and defined below shall be performed according to the CalHome Guidelines dated November 27, 2019 (the "**Guidelines**").

- C. This Standard Agreement along with all of its exhibits (together, the "**Agreement**") is entered into under the authority of, and in furtherance of, the purposes of the Program. The California Department of Housing and Community Development (the "**Department**") has issued that certain Notice of Funding Availability dated August 6, 2021 (the "**NOFA**") to govern administration of the funds and carry out the Program.

- D. The funds granted pursuant to this Agreement represent a conditional reservation of funds only. In accepting this conditional reservation of funds, the Recipient agrees to comply with the terms and conditions of this Agreement, the NOFA under which the Recipient applied, and the requirements of the authorities cited herein as well as all other applicable laws and regulations, and Recipient agrees and confirms that the representations contained in the application for this funding allocation are true and correct (the "**Application**").

EXHIBIT A

2. **Purpose**

The purpose of the CalHome Program is to support existing homeownership programs aimed at low and very low-income households, and thereby increase homeownership, encourage neighborhood revitalization and sustainable development, and maximize use of existing homes. In the case of a disaster, as defined in California Government Code section 8680.3(a), households at or below moderate income may access funds through qualifying programs operated by nonprofit, local government agencies, and Tribal Housing Agencies to assist with the repair and replacement of existing housing impacted by a disaster.

3. **Definitions**

Any terms in this Agreement which are not otherwise defined shall have the meaning set forth in the Guidelines.

4. **Scope of Work**

- A. The Recipient shall perform the Scope of Work (the “**Work**”) as described in the Application, which is on file at the Department of Housing and Community Development, Division of State Financial Assistance, 2020 West El Camino Avenue, Sacramento, California 95833, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application, and which are approved in writing by the duly authorized Department Representative, as appropriate, are hereby incorporated as part of the Application.

In the event of a conflict between the description of the Work in the Application and as described in this Exhibit, the description in this Exhibit shall prevail. The Department reserves the right to require the Recipient to modify any or all parts of the Application to comply with the CalHome Statute and Guidelines. The Department reserves the right to review and approve all Work to be performed by the Recipient in relation to this Agreement. Any proposed amendment to the Work must be submitted in writing for review and approval by the Department. No approval shall be presumed given by the Department unless such approval is made by the Department in writing.

EXHIBIT A

- B. The Work shall consist of one or more of the following activities, undertaken by or on behalf of the Recipient, within the Program Project Area:

1) First-Time Homebuyer Mortgage Assistance

First-Time Homebuyer Mortgage Assistance Program (“MA”) shall consist of providing Mortgage Assistance loans to households at or below 120 percent of Area Median Income who are victims of a disaster (in compliance with California Health & Safety Code section 50650.3(a)). CalHome funds, for the purpose of MA activity, can only be used as gap financing as defined in the Guidelines.

Up to 25 percent of the HCD award may be used to benefit Households at or below 80 percent of AMI that do not meet the listed eligibility criteria for disaster affectedness.

2) Owner-Occupied Rehabilitation

Owner-Occupied Rehabilitation Assistance (“**OOR**”) including the repair, full reconstruction, or the addition of an Accessory Dwelling Unit (an “**ADU**”) or Junior Accessory Dwelling Unit (a “**JADU**”), consistent with the Guidelines shall consist of loans to households at or below 120 percent of Area Median Income who are victims of disaster, provided in compliance with California Health & Safety Code sections 50052.5 and 50650.3, subd. (b)(1). For clarity, Manufactured Housing is also eligible OOR assistance, including replacement of a manufactured home, whether located in a Mobilehome Park or elsewhere.

3) Technical Assistance for Self-Help Housing Projects

Technical Assistance for Self-Help Housing Projects (“**SHTA**”), which will aid eligible households (i.e., households at or below 120 percent of Area Median Income who are victims of a disaster) in carrying out owner-builder housing efforts, including construction training and supervision.

4) Technical Assistance for Shared Housing Programs

Technical Assistance for Shared Housing Programs (“**SHP**”) funds the provision of services required to match a Homeowner Provider with an eligible Seeker (i.e., households at or below 120 percent of Area Median Income who are victims of a disaster).

EXHIBIT A

5) Accessory Dwelling Units and Junior Accessory Dwelling Units Programs

ADU/JADU Programs (commencing with CalHome Program Guidelines section 7742) for gap loans for ADU/JADU construction, reconstruction or rehabilitation, to households at or below 120 percent of Area Median Income who are victims of a disaster in compliance with California Health & Safety Code sections 50052.5 and 50650.3, subd. (b)(1).

6) Homeownership Development Project Loans

Homeownership Development Project Loans (“PDL”) (commencing with CalHome Program Regulations section 7746) for conditional awards of development loans to the Recipient to be used for land acquisition, predevelopment costs, and on-site improvements, including costs related to ADUs and JADUs.

7) Activity Delivery Fees

The maximum amount of Activity Delivery Fees that may be drawn for each specific activity is:

Activity delivery expenses up to 20 percent of the Owner-Occupied Rehabilitation and ADU/JADU Loan amount may be provided as a Grant to the Recipient, provided the costs are actual costs, commercially reasonable, and not a flat fee to the program administrator. Activity delivery expenses up to 10 percent of the Mortgage Assistance Loan amount may be offered, provided the costs are actual costs, commercially reasonable, and not a flat fee to the program administrator

5. Amount of Agreement

The amount of this Agreement for the Work described herein shall not exceed the amount of the award.

6. Completion Dates

This Agreement shall expire 36 months from the date of execution of this Agreement except for those term and/or provisions of this Agreement which by their express terms survive its expiration or earlier termination. All funds remaining unexpended upon the Grant Expiration Date shall be immediately and automatically disencumbered.

EXHIBIT A

7. Department Contract Coordinator

The coordinator of this Agreement for the Department is the duly authorized Department Representative, or their designee. Unless otherwise informed in writing by the Department, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the following address:

Department of Housing and Community Development
Division of State Financial Assistance
State Grants Manager
2020 West El Camino Avenue, Suite 150
Sacramento, California 95833
Phone: (916) 263-2725

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

A. Contractor has been awarded the following grant activity amounts:

Activity:	Amount:
FTHB Mortgage Assistance Program	\$800,000
Owner Occupied Rehabilitation Program with or without ADU/JDU's	\$0
Self-Help Technical Assistance Grants	\$0
Shared Housing Technical Assistance Grants	\$0
FTHB Development Project Loans	\$0
ADU/JDU Program	<u>\$0</u>
Total:	\$800,000

The approved Development budget and Project Sources and uses are:

1) Development Budget:

N/A

2) Project Sources and Uses:

N/A

**Please note: Funds cannot be used for construction.*

B. For the purposes of performing the Program Activities, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant ("**Grant**") for the uses identified in the Sources and Uses. Under absolutely no circumstances shall the Department be liable for any sums, whether related or unrelated to the Work, which are in excess of this Grant amount, nor shall the Department be liable for any sums connected with, related to, or arising out of, whether directly or indirectly, in whole or in part, any unauthorized or otherwise ineligible costs. Notwithstanding any contrary language contained in this Agreement, the forgoing sentence shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT B

2. Conditions of Disbursement

- A. Funds are not reserved for a Borrower prior to the date that this Standard Agreement is fully executed by the Contractor and the Department. Funds will be released, if at all, after said full execution of this Standard Agreement, and after the Department has reviewed and approved the following Contractor submissions:
- 1) Loan servicing plan in compliance with Guidelines.
 - 2) The Contractor shall submit its Program guidelines for review and approval by the Department for each funded activity identified in the budget detail above (Section 1. A of this Exhibit) and in compliance with California Code of Regulations, title 25, section 7721 as well as Guidelines section 7721, subd. (a)(3)(J) and subd. (a)(3)(K). Contractor's Program guidelines, at a minimum, shall include:
 - a. Participant eligibility requirements;
 - b. Property eligibility requirements;
 - c. Underwriting requirements including maximum Loan-to-Value limits and debt-to-income ratios;
 - d. Loan terms for assistance loans to participants;
 - e. Occupancy requirements;
 - f. Eligible and ineligible costs for payment with CalHome funds;
 - g. Homebuyer education requirements for Mortgage Assistance Activities pursuant to California Code of Regulations, title 25, section 7722; and,
 - h. Program marketing plan
 - 3) Loan document templates.
 - 4) Reuse Agreement acceptable to the Department in compliance with California Code of Regulations, title. 25, section 7724, which includes verification of established separately maintained Reuse Account.
 - 5) Fully executed 20-year Monitoring Agreement between the Contractor and the Department.

EXHIBIT B

- 6) Third party contracts for the administration of any of the above functions shall require the Contractor to submit copies of the proposed contract(s) prior to execution (including future amendments) to be reviewed and approved by the Department, and thereafter, such contracts shall not be modified, or later amended, with the Department's prior written consent.

3. **Payment Provisions**

- A. Prior to requesting any funds; the Contractor shall submit the following:
 - 1) Payee Data Record STD 204 or TIN Form (as applicable)
- B. Funds may be requested as either a reimbursement or as an advance pursuant to California Code of Regulations, title 25, section 7753, and as described in the NOFA under which these funds were awarded. Advances may include, but are not limited to, any of the following:
 - 1) Homeownership Development Project Loan disbursements;
 - 2) Advances of up to 25 percent of the award for either Self-Help or Shared Housing Technical Assistance consistent with applicable law (including, but not limited to, Guidelines section 7738(c));
 - 3) Advances for Owner-Occupied Rehabilitation or ADU/JADU Programs up to the Contractor's anticipated volume of closed Loans for the following 60-day period consistent with applicable law; and,
 - 4) Advances to escrow for Mortgage Assistance Loan's consistent with applicable law.
- C. All Contractors shall reconcile advances within 90 days. Documentation showing at least two-thirds of the funds previously released for program activities were expended shall be submitted to the Department before another advance request is processed.
- D. Contractors shall also consistently complete quarterly performance reports and up to date submissions before another advance request is processed.

EXHIBIT B

- E. The Department shall not authorize payments unless it determines, in its sole and absolute discretion, that the Program funds have been, and shall be, expended and disbursed in compliance with the terms and provisions of this Agreement, the Guidelines, the NOFA, and, if applicable, a Development Agreement.
- F. The Department reserves the right to request copies of any documentation at any time prior to, or after the processing of any funds requests, whether by way of advance or reimbursement.
- G. All funds requests, whether by way of advance or reimbursement, must be requested on a form provided by the Department and accompanied by the required supporting documentation.

4. Deadlines

- A. Program funds shall be expended no later than 36 months from date of Standard Agreement execution. ("Expiration Date")
- B. All un-expended funds remaining as of 36 months from date of Standard Agreement execution may be disencumbered by the Department.
- C. All invoices for payment must be submitted to the Department no later than 90 days from the Expiration Date.

EXHIBIT D

CALHOME PROGRAM TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

- A. This Agreement is effective only upon the mutual execution hereof by both the Recipient and the Department's; the date of which mutual execution can be found on page one of the Standard Agreement (STD 213) (the "**Effective Date**").
- B. The Recipient agrees that Work shall not commence, nor any costs to be paid with CalHome funds be incurred or obligated by any party prior to:
 - 1) the mutual execution of this Agreement;
 - 2) completion of all required environmental clearances; and,
 - 3) full and timely compliance with all of the applicable provisions of this Agreement.
- C. The Recipient agrees that the Work shall be completed in accordance with the dates specified in Exhibit B, Paragraph 4. Notwithstanding any contrary language contained in this Agreement, this Section 1(C) shall survive the expiration, or earlier termination, of this Agreement.

2. Sufficiency Funding

- A. This Agreement is valid and enforceable only if sufficient funds are made available to the Department. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the California State Legislature, promulgated in guidelines or as any State statute which may affect the provisions, terms, or funding, of this Agreement in any manner.
- B. The parties to this Agreement mutually agree that if insufficient funds are available for the CalHome Program, the Department, at its sole discretion, may either amend the Agreement to reflect any reduction in funds, or it may unilaterally cancel the Agreement with fourteen (14) days written notice to the Recipient.

EXHIBIT D

- C. Unless otherwise approved by the Department in writing, upon termination or cancellation of this Agreement, the Recipient shall complete all Work in progress and terminate any other activities that were to be paid for with CalHome funds. Any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of any Notice of Termination or Notice of Cancellation related to this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 2(C) shall survive the expiration, or earlier termination, of this Agreement.

3. Recipient's Application for Funds

- A. The Recipient has submitted to the Department an Application for funding under the CalHome Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Recipient's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto which are approved by the Department in writing. The Application, and any approved modifications and additions thereto, are hereby incorporated into this Agreement by reference, and are made a part hereof as though set forth herein in their entirety.
- B. The Recipient represents and warrants that all information, facts, assertions, and representations contained in the Application, and any and all approved modifications and additions thereto, are true, correct, and complete to the best of Recipient's knowledge, both as of the date of the Application and as of the date hereof. In the event that any part of the Application, and/or any part of any approved modification and/or addition thereto, is untrue, incorrect, incomplete, or misleading in a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and/or the CalHome loans or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are available. All representations and warranties of the Recipient shall indefinitely survive the expiration or earlier termination of this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 3(B) shall survive the expiration, or earlier termination, of this Agreement.
- C. The Department shall not be obligated to fund a CalHome loan or a grant activity unless the Recipient has timely and fully complied with and satisfied all the applicable terms and conditions of this Agreement, including (but not limited to) the following, all in a manner satisfactory to the Department in its sole and absolute discretion, on or before the earlier of the CalHome loan closing or the execution of this Agreement:

EXHIBIT D

- 1) The Regulations, Guidelines, and the NOFA, as each may be amended
- 2) All program legal documents including but not limited to this Agreement and the monitoring agreement; and,
- 3) The Representations made in the Application and associated materials.

4. Project /Program Requirements

The Recipient shall comply with the Regulations, and the CalHome Guidelines, as applicable, in accordance with the type of assistance provided. Notwithstanding any contrary language contained in this Agreement, the forgoing sentence shall survive the expiration, or earlier termination, of this Agreement.

A. Maximum Per Unit Assistance Amount

Activities assisted under this Agreement are subject to underwriting and subsidy layering requirements established by the CalHome Program for each activity. The maximum per unit assistance amount is established in the NOFA under which the application for funding was submitted.

B. Maximum Purchase Price/After Rehabilitation Value Limits

Maximum Sales Price and After Rehabilitation Value limits shall be determined through the method prescribed in the Regulations based on the program or activity and not exceed the limit established in California Code of Regulations section 7716(aa).

C. Maximum Loan-to-Value Limits

Maximum Purchase Price and After Rehabilitation Value limits shall be determined through the method prescribed in the Regulations based on the program or activity and not exceed the limit established in the Regulations by activity.

D. Income Determination

Households assisted under this Agreement must have incomes determined to be at or below the HCD income limits adjusted by household size and area in which they reside as updated annually. Income must be determined utilizing the gross income determination requirements defined in California Code of Regulations section 6914.

EXHIBIT D

5. Activity Delivery Fees, As Applicable

Activity Delivery Fees (“**ADF**”) shall not to exceed the applicable limits specified in Exhibit A paragraph 4(B.7).

6. Written Agreements

- A. The Recipient shall enter into a written agreement with each Borrower, to whom it disburses CalHome funds (such written agreements, individually, a “**Loan Agreement**”; collectively, the “**Loan Agreements**”). Each Loan Agreement must be fully executed by Recipient and the applicable Borrower prior to Recipient disbursing any CalHome funds to that Borrower. For clarity, all references in this Agreement to “Borrower”, whether in the plural or the singular, are references to “Borrower” as that term is defined in California Code of Regulations section 7716(f). Notwithstanding any contrary language contained in this Agreement, this Section 4 shall survive the expiration, or earlier termination, of this Agreement.
- B. All agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) contemplated to be executed by the Recipient or the Borrower (if the Recipient is not the Borrower), which materially affect the construction, refinancing, acquisition, operation, ownership, and/or maintenance of the project or program shall be approved in writing by the Department in its reasonable discretion, prior to their execution.
- C. The Recipient and/or Borrower, as the case may be, shall immediately provide the Department with copies of all agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) executed by (or entered into by), or on behalf of, the Recipient or the Borrower, to the extent that those agreements, instruments, or other documents, are discussed in Subsections 6(A) or 6(B), above.
- D. The Recipient shall include a provision in all of its Loan Agreements that provides that any and all agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) contemplated to be executed by, or entered into by, the Borrower, which materially affect the construction, refinancing, acquisition, operation, ownership, and/or maintenance of the project or program, are subject to the prior written approval of the Department, in its reasonable discretion.

EXHIBIT D

Such provision shall also require the Borrower to provide the Recipient with copies all such agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto), prior to their execution, and upon receipt of same from Borrower, the Recipient shall immediately forward such agreements, instruments, or other documents (including all amendments, exhibits, and addenda thereto) to the Department for review.

7. **Security Documents and Lien Agreements**

Prior to the initial disbursement of any CalHome funds encumbered by this Agreement, the documents described in this paragraph shall be entered into, executed and, where appropriate, acknowledged and recorded. The documents described in subsections 'A' through 'D' shall in form and function comply with the requirements of this Agreement, as well as the Statute, Regulations, and Guidelines. Notwithstanding any contrary language contained in this Agreement, this Section 7 shall survive the expiration, or earlier termination, of this Agreement.

- A. For CalHome Mortgage Assistance, funds shall be disbursed to Borrower in the form of deferred payment low-interest or no interest loans. The Recipient shall ensure that all loans made by the Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The Recipient agrees that all said documents shall be executed and where appropriate recorded, prior to disbursement of funds. The documents must include provisions necessary to ensure either that the ownership of the property being assisted with CalHome funds remains consistent with the Guidelines, or that CalHome funds are due and payable upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.
- B. For development Project Development Loans to assist a housing project with predevelopment costs, funds are to be disbursed prior to acquisition of lots or homes by individual homeowners. The promissory note shall be executed by the Recipient in favor of the Department and secured by a blanket deed of trust executed by the fee owner(s) of all lots upon which the development will take place. Said deed shall be recorded in the office of the county recorder for the county in which the project will be located and shall have priority over all other liens, encumbrances, and other matters of record except as may be previously approved by the Department in writing.

EXHIBIT D

- At the time individual lots or units are sold to individual buyers, each individual owner-occupant borrower shall enter into a deferred payment low-interest Loan Agreement setting forth the terms and conditions under which the loan of CalHome funds is being made, including (but not limited to) those provisions necessary to ensure either that the property being assisted with CalHome funds remains affordable, or that CalHome funds are recaptured upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.
- C. For CalHome owner-occupied rehabilitation, funds shall be disbursed to Borrower in the form of a deferred payment low-interest or no interest loan consistent with Program requirements. The Recipient shall ensure that all loans made by the Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The Recipient agrees that, prior to the disbursement of funds, all said documents shall be executed and, where appropriate, recorded. The documents must include provisions necessary to ensure either that the property being assisted with CalHome funds remains consistent with the Guidelines and Regulations, or that CalHome funds are recaptured upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.
- D. For CalHome Shared Housing Technical Assistance and Self-Help Technical Assistance funds will be provided to the Recipient in the form of a grant.
- E. For CalHome ADU and JADU funds shall be disbursed to Borrower in the form of a deferred payment low-interest or no interest loan consistent with Program requirements. The Recipient shall ensure that all loans made by the Recipient are evidenced by a promissory note, the repayment of which is secured by a deed of trust to be recorded on the property being assisted, or by other security approved by the Department in writing. The Recipient agrees that, prior to the disbursement of funds, all said documents shall be executed and, where appropriate, recorded. The documents must include provisions necessary to ensure either that the property being assisted with CalHome funds remains consistent with the Guidelines and Regulations, or that CalHome funds are recaptured upon either the death of the Borrower, the transfer of the property, and/or in the event the unit is no longer owner-occupied.

EXHIBIT D

- F. The Recipient shall fully and timely comply with all of its obligations under each of the applicable documents called for in this Agreement. Any breach or violation by the Recipient, its employees, directors, executives, agents, subcontractors, or successors-in-interest, of any provision of any of the documents described in the preceding sentence shall constitute a breach of this Agreement and shall be subject to the remedies provided herein or otherwise available at law or in equity.

8. Insurance

- A. Prior to the disbursement of funds under this Agreement, and thereafter during the term hereof, the Recipient shall obtain, carry, and maintain in full force and effect, comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000) for injury to, or death of, one person; one million dollars (\$1,000,000) for injury to, or death of, more than one person in one accident, and property damage insurance deemed adequate in the reasonable discretion of the Department in writing. All insurance carriers must meet the requirements of the State of California Department of Insurance.
- B. Upon demonstration of cause satisfactory to the Department, the requirements in Paragraph 7.A above may be satisfied by the Recipient providing evidence of an alternative to conventional insurance sufficient, in the sole and absolute opinion of the Department, to provide equivalent protection. In such a case the satisfaction of the requirements in Paragraph 7.A by alternative means shall be evidenced by a written instrument, signed by the Department; in the absence of such a written instrument it shall be presumed that Recipient is required to comply with the terms of Paragraph 7.A in full.

9. Inspections

- A. The Recipient shall inspect any Work performed hereunder to ensure the Work is being and has been performed in accordance with the applicable federal, state and/or local requirements, any applicable construction contract, and this Agreement. The Recipient agrees to require that all Work not in conformity with the applicable requirements be corrected, and Recipient agrees to withhold payment to the construction contractor or subcontractor until it is so corrected. Notwithstanding any contrary language contained in this Agreement, this Section 9 shall survive the expiration, or earlier termination, of this Agreement.
- B. The Department reserves the right to inspect any site upon which the Work is being performed. The Recipient shall include a provision in its construction documents permitting the Department, or its agents, to inspect such site(s).

EXHIBIT D

10. Signs

- A. The Recipient shall place a sign on the Property during construction that shall include the Department as one of the entities providing financing for the development.
- B. During the construction period the Department may place one or more signs on the Property stating that it is providing financing for the development.

11. Reporting Requirements

- A. During the term of this Agreement, and no later than 30 days after the end of each calendar quarter, the Recipient shall submit to the Department a performance report on a form provided by the Department.
- B. During the term of this Agreement, and no later than thirty (30) days after June 30th of each year, the Recipient shall submit, upon request of the Department, an annual performance report on a form provided by the Department.
- C. During the term of this Agreement, and for four (4) years following the expiration (or earlier termination) of this Agreement, the Department reserves the right to request any other information, records, forms, or reports as is deemed necessary or desirable by the Department.
- D. Failure to timely submit any of the above-required information, records, forms, or reports, or any reports required pursuant to the Regulations, shall constitute a breach of this Agreement. In addition to the remedies available under at law and in equity, the Regulations, and program legal documents (including, but not limited to, this Agreement), the Department may declare Recipient in breach of this Agreement, and/or withhold disbursements of CalHome funds for failure to timely submit any number of the forgoing items of information, records, forms, or reports. Notwithstanding any contrary language contained in this Agreement, this Section 11 shall survive the expiration, or earlier termination, of this Agreement.

12. Audit/Retention and Inspection of Records

- A. Recipient shall retain any and all records, accounts, documentation, and all other relevant materials pertaining to performance under this Agreement for a minimum of four years after the expiration, or earlier termination, of this Agreement, unless a longer period of record retention is stipulated.

EXHIBIT D

Recipient shall retain any and all records, accounts, documentation, and all other relevant materials pertaining to performance under this Agreement for a minimum of four years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, unless a longer period of record retention is stipulated, but in any event for a minimum of four years after the expiration, or earlier termination, of this Agreement.

- B. At any time during the term of this Agreement, and for four (4) years thereafter, the Department may perform, or cause to be performed, an independent financial audit of any or all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- C. In the event that Department elects to perform, or cause to be performed, an independent financial audit of any or all phases of the Work, such audit shall be performed by a qualified State, Department, local, or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- D. Recipient shall adequately document each transaction to permit the determination, through an audit if requested by the Department, of the accuracy of the records and the allowability of the expenditures paid in whole or in part, with CalHome funds. If the allowability of an expenditure cannot be determined because records or documentation are inadequate, in the reasonable opinion of the Department, then the questionable expenditure shall be disallowed. The Recipient shall reimburse the Department for the amount of any and all disallowed expenditures of the Recipient or its agents or subcontractors. Determination by the Department of allowability of any expenditure shall be final.
- E. Recipient agrees that the Department or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Recipient agrees to provide the Department or its delegatee with any relevant records, accounts, documentation, and all other relevant materials requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such records, accounts, documentation, and all other materials relevant to a matter under investigation for the purpose of determining compliance with California Government Code section 8546.7, or pursuant to a financial audit under subsection B above. Recipient further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 12 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT D

13. Monitoring Agreement

Upon the Department's approval of Recipient's Loan Servicing Plan and CalHome Program Reuse Account Plan, the Recipient shall enter into the 20-year Monitoring Agreement. The 20-year Monitoring Agreement shall allow the Department to: (A) obtain necessary or desirable reporting information; (B) review and approve changes to Loan Servicing Procedures or CalHome Program Reuse Account Plans; and, (C) to perform monitoring of CalHome Program operations and accounts.

14. Compliance with State and Federal Laws, Rules, and Guidelines

Recipient agrees at all times to act (with respect to the CalHome Program, CalHome activities, and use of funds committed herein) in conformity with all laws applicable to the CalHome Program, including (but not limited to) those of the State of California, all federal laws, all local rules or ordinances, and all requirements of the CalHome Program including the CalHome Statute, Regulations, and Guidelines, as applicable. Recipient also agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work. Notwithstanding any contrary language contained in this Agreement, this Section 14 shall survive the expiration, or earlier termination, of this Agreement.

15. Disencumbrance of Funds

- A. The Recipient shall repay to the Department all CalHome funds disbursed pursuant to this Agreement, and forfeit any and all present and future right(s) and claim(s) to any remaining CalHome funds granted and/or encumbered by virtue of this Agreement, if Recipient either: (1) does not complete the Project by the expenditure deadline set forth in Exhibit B, paragraph 4, of this Agreement, or; (2) by the expenditure deadline set forth in Exhibit B, paragraph 4, of this Agreement, fails to expend any funds disbursed pursuant to this Agreement.
- B. Funds authorized by this Agreement shall be disencumbered in whole or in part if funds are not expended within the time frames specified in Exhibit B Paragraph 4. Notwithstanding any contrary language contained in this Agreement, this Section 15 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT D

16. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipients' need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Work, the Department may reduce the amount of the Grant or Loan accordingly. In the event the Department determines the Work is no longer financially feasible, in the sole and absolute discretion of the Department, any commitment issued by the Department and/or this Agreement may be terminated by the Department unilaterally.

17. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient shall remain the primary obligor under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Work. The Recipient shall comply with all requirements of the Department necessary or desirable to ensure the completion, occupancy, and use of the Work in accordance with this Agreement and the authorities referenced herein. Notwithstanding any contrary language contained in this Agreement, this Section 17 shall survive the expiration, or earlier termination, of this Agreement.

18. Civil Rights and Age Discrimination Acts Assurances

During the performance of this Agreement, or the term of this Agreement, whichever is longer, the Recipient assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, familial status, religion, or belief, under any program or activity funded by this Agreement, as required by the California Fair Employment and Housing Act (Government Code, section 12990, et. seq.), the Holden Act (Health & Safety Code, section 35800, et. seq.) Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, the Age Discrimination Act of 1975 and all implementing regulations, or any other applicable law, rule, ordinance, regulation, or guideline that may apply.

19. Displacement, Relocation, and Acquisition

The Recipient shall comply with the State displacement, relocation, and real property acquisition rules governing the CalHome Program, which rules are contained in the State CalHome Regulations.

EXHIBIT D

20. **Special Conditions**

The Recipient agrees to fully and timely comply with all of the terms, covenants, and conditions of this Agreement, including the Special Conditions set forth in Exhibit E, if applicable. The forgoing conditions shall be met to the satisfaction of the Department in its sole and absolute discretion. The Recipient shall ensure that all contractors and/or subcontractors are made aware of and agree to comply with all of the conditions of this Agreement and the applicable Federal and State requirements governing the use of CalHome funds. Failure to fully and timely comply with any number of these conditions shall be an immediate breach of this Agreement.

21. **Eligible Uses of Reuse Funds**

- A. Reuse funds may be retained by the Recipient. The Recipient must be in full compliance with their approved Reuse Agreement and reuse funds must be placed in an interest-bearing account.
- B. Reuse funds must be used for eligible activities as specified in the Regulations and Guidelines, as applicable, and any program legal documents including, but not limited to, this Agreement. The Recipient must report on the use of Reuse funds annually for a period of 20 years beginning from the Agreement expiration date as established in Exhibit A of this Agreement. Notwithstanding any provision(s) to the contrary contained in this Agreement, this Section 21(B) shall survive the expiration, cancellation, or earlier termination, of this Agreement.

22. **CalHome Predevelopment Loan Funds**

- A. If CalHome funds are provided to the Recipient to finance the costs of obtaining construction loan commitments, architectural plans and specifications, zoning approvals, engineering studies, and/or legal fees, the Recipient shall demonstrate, to the satisfaction of the Department, that it has, with regard to the project concerned, site control (evidenced by a deed, a sales contract, or an enforceable option to purchase the property), a preliminary financial commitment, and a capable development team (or a realistic and reasonable plan to hire a capable development team).
- B. Repayment of the Recipient predevelopment loan will be made to the Department, or a Recipient as approved by the Department, from construction loan proceeds or another source of project income in the event the CalHome funds are not provided to low-income buyers of the units developed. The Recipient may be required to enter into a predevelopment loan agreement prior to the disbursement of funds. This agreement will detail the use and repayment of funds, and other terms and conditions of the loan.

2021 CalHome Disaster Assistance Program

NOFA Date: 11/18/2021

Approval Date: 10/26/2021

Prep. Date: 09/14/2022

EXHIBIT D

23. Prevailing Wage

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Recipient shall ensure that the requirements of Chapter 1 (commencing with section 1720) of part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes, but not limited to the rehabilitation, alteration, demolition, installation, or repair done under contract and paid for, in whole or in part, through funds procured pursuant to this Agreement. (Note: For the purposes of this requirement “in support of construction work” includes, but not limited to the work performed during the design and preconstruction phases of construction (i.e. development,) including, but not limited to, inspection and land surveying work under contract and paid for, in whole or in part, through this Agreement. Development related work “in support of construction work” such as involving employment of trades/crafts like a field soil tester, laborer, electrical utility lineman, tree trimmer, driver (on/off-hauling to/from construction site shall be paid prevailing wages pursuant to California Labor Code, part 7, Chapter 1.) All construction work shall be done through the use of a written contract with a properly licensed building Recipient incorporating these requirements (the “construction contract”). Where the construction contract will be between the Recipient and a licensed building contractor, Recipient shall serve as the “awarding body.” Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

24. Assignment of Agreement, Assignment of Loan Commitment

This Agreement represents a conditional commitment of funds for accomplishment of the Work. This conditional commitment of funds shall not be assigned, in whole or in part, by the Recipient to any other person or entity without the prior express written consent of the Department, in its sole and absolute discretion. Any assignment of this Agreement made without the prior express written consent of the Department shall result in the immediate breach of this Agreement by Recipient, and shall be void *ab initio*, invalid, and without legal effect.

EXHIBIT D

25. Litigation

- A. If any provision of this Agreement, or underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

The Recipient shall promptly notify the Department, in writing, of any and legal proceeding(s), litigation, adjudication(s), arbitration(s), claim(s), cause(s) of action, and/or proceeding(s), whether actual, threatened, pending, or reasonably likely to ensue, which do (or reasonable could) have, in whole or in part, a material adverse effect on: (i) this Agreement; (ii) any loans made as a result of this Agreement; (iii) any Work performed in connection with this Agreement, or; (iv) any transaction arising out of this Agreement (each, an "Adverse Action"). Such written notice of Adverse Action shall be accompanied by any and all additional documentation and information necessary or desirable for the Department and its staff to evaluate the Adverse Action. If such written notice of Adverse Action is accompanied by insufficient additional documentation and information for the Department and its staff to evaluate the Adverse action in question then, at the Department's request, Recipient shall provide such additional documentation and information to the Department within five (5) business days, unless a longer period for provision of same is agreed to be the Department in writing.

26. Waiver

No waiver of any breach or default under this Agreement shall be held to be a waiver of any prior or subsequent breach or default. Any remedy afforded in this Agreement shall be taken and construed as cumulative, and in addition to, any other remedy provided herein or by law or in equity. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of such provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

27. Termination and Breach

- A. The Department may terminate this Agreement at any time for cause by giving fourteen (14) calendar days written notice to the Recipient. Cause shall consist of any violation of the CalHome requirements; any terms and/or special conditions of this Agreement; an unreasonably low rate of expenditure or, upon a reduction in, limitation on, or elimination of the Department's expenditure authority.

2021 CalHome Disaster Assistance Program

NOFA Date: 11/18/2021

Approval Date: 10/26/2021

Prep. Date: 09/14/2022

EXHIBIT D

- B. In the event of the Recipient's failure to satisfy or comply with any term or condition in this Agreement or with respect to the 20-year Monitoring Agreement as specified in Exhibit B, Paragraph 1.A. 5, within the time and in the manner specified, after written notice to the Recipient by the Department specifying:
- 1) the breach;
 - 2) the action required to cure such breach; and,
 - 3) a date, not less than fifteen (15) days from the date of receipt of such notice by the Recipient, by which such breach must be cured.
- C. In the event of such breach the Department may also take such action or seek such remedies as provided in the 20-year Monitoring Agreement. The Department may also seek such other remedies as may be available under this Agreement or any law.

28. Attorneys' Fees

Attorneys' Fees, Costs, and Expenses. Notwithstanding any contrary provision(s) contained in this Agreement, in any action to enforce or interpret, or otherwise relating to, this Agreement, or any portion(s) or provision(s) thereof, the prevailing party shall be entitled to recover from the other party, its costs and expenses incurred, including attorneys' fees. The term "costs and expenses", as used herein, shall include all costs and expenses actually and reasonably incurred, including, but not limited to: attorneys' fees; filing, motion, and jury fees; juror food and lodging; taping, videotaping, and transcribing depositions and travel expenses to attend depositions; service of process by a public officer, registered process server, or other means; expenses of attachment including keeper's fees; premiums on surety bonds; ordinary witness fees pursuant to California Government Code section 68093; fees of expert witnesses whether or not ordered by the court; transcripts of court proceedings whether or not ordered by the court; court reporters fees as established by statute; investigation expenses in preparing the case for trial; postage, telephone and photocopying charges; costs in investigation of jurors or in preparation for voir dire; models, blowups and photocopies of exhibits; and any other item that is required to be awarded to the prevailing party pursuant to statute as incident to prevailing in the action at trial or on appeal. All such costs and expenses shall be recoverable whether the services were rendered by a salaried employee of the prevailing party or by an independent contractor. The provisions of this Section shall survive the expiration, or earlier termination, of this Agreement. Notwithstanding any contrary language contained in this Agreement, this Section 28 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT D

29. Indemnification

Recipient/Borrower Indemnification. Recipient, and each person or entity comprising Recipient (for purposes of this Section, all of the forgoing, collectively, "Indemnitor") hereby agree that they/it shall, defend and hold the Department and all of the Department's principals, officers directors, shareholders, partners, managers, attorneys, agents, representatives, successors and assigns (the Department and such other persons each being referred to herein as an "Indemnatee", and collectively, as the "Indemnitees") free and harmless from and against any and all liabilities, demands, claims, losses, causes of action, suits, proceedings, judgments, costs and expenses (including court costs and reasonable attorneys' fees) of whatever kind or nature incurred or suffered by, or threatened against, the Department, or any other Indemnatee, resulting from or arising out of (or by reason of) any of the following: (a) this Agreement or the award contemplated hereunder; (b) the funding of any amounts hereunder; (c) any act or omission by Indemnitor, or, any consultant retained by Indemnitor, any of Indemnitor's principals, employees, attorney's, agents, or contractors, or any other third party related thereto, including without limitation, any failure or breach by any such persons to comply with this Agreement, any CalHome program requirements and/or any other applicable laws, regulations, guidelines, orders, or requirements, or; (d) any obligation on the part of the Department to repay funds disbursed under this Agreement to any third-party (e.g., an obligation to repay funds disbursed under this Agreement to the United States Department of Housing and Urban Development because, due to a breach of this Agreement by Indemnitor, such funds failed to achieve a national objective). The defense of any and all such matters shall be made by counsel reasonably acceptable to the Indemnatee; shall commence immediately upon any such claim or matter being made, threatened, or asserted against the Indemnatee without the necessity of the Indemnatee first contesting or defending the same, suffering or incurring any cost, loss or adverse disposition, or otherwise taking any other action; and shall apply to all such matters regardless of any action, failure, or negligence of the Indemnatee, it being the express intent of the parties that the indemnification, defense and other obligations of Indemnitor hereunder apply to all matters referenced herein except to the extent caused by the gross negligence or willful misconduct of the Indemnatee. In the event the Indemnitor fails or refuses to initiate or continue pursuing to completion any such defense or other obligations hereunder, the Indemnatee shall be entitled to undertake, assume, and/or conclude same, all at the Indemnitor's sole cost and expense, with counsel selected by the Indemnatee, in its sole discretion; and any and all costs, fees and

EXHIBIT D

expenses paid by the Indemnitee in connection therewith shall accrue interest at the rate of ten percent (10%) per annum from the date incurred until paid. The indemnity, defense and other obligations of the Indemnitor under this Section shall survive the execution and delivery of this Agreement, the expiration (or sooner termination) of this Agreement, and/or the recordation of any documents or instruments contemplated herein. Notwithstanding any contrary language contained in this Agreement, this Section 29 shall survive the expiration, or earlier termination, of this Agreement.

EXHIBIT E

SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

1. Other Departmental Funding. In the event the Contractor is being, has been, or in the future is awarded any other Department funding (CalHome or otherwise) in addition to the CalHome grant, loan, or both contemplated by the Award Letter and this Agreement (the CalHome funding made under this Agreement, and each such additional funding, including a Departmental Loan or Grant made under another Departmental award letter and standard agreement, each being a **"Departmental Funding"**), then each Departmental Funding will be cross-defaulted to the other Departmental Fundings so that:
 - (i) Compliance by the obligated party(ies) under the Department's documentation relating to one Departmental Funding shall be a condition precedent to the funding and disbursement of the funds to be provided under all of the other Departmental Fundings; and
 - (ii) A breach or default under one Departmental Funding shall constitute a breach or default under all of the other Departmental Fundings.
2. Attorneys' Fees, Costs, and Expenses. Notwithstanding any contrary provision(s) contained in this Agreement, in any action to enforce or interpret, or otherwise relating to, this Agreement, or any portion(s) or provision(s) thereof, the prevailing party shall be entitled to recover from the other party, its costs and expenses incurred, including attorneys' fees. The term "costs and expenses", as used herein, shall include all costs and expenses actually and reasonably incurred, including, but not limited to: attorneys' fees; filing, motion, and jury fees; juror food and lodging; taping, videotaping, and transcribing depositions and travel expenses to attend depositions; service of process by a public officer, registered process server, or other means; expenses of attachment including keeper's fees; premiums on surety bonds; ordinary witness fees pursuant to *California Government Code* section 68093; fees of expert witnesses whether or not ordered by the court; transcripts of court proceedings whether or not ordered by the court; court reporters fees as established by statute; investigation expenses in preparing the case for trial; postage, telephone and photocopying charges; costs in investigation of jurors or in preparation for *voir dire*; models, blowups and photocopies of exhibits; and any other item that is required to be awarded to the prevailing party pursuant to statute as incident to prevailing in the action at trial or on appeal. All such costs and expenses shall be recoverable whether the services were rendered by a salaried employee of the prevailing party or by an independent contractor. The provisions of this Section shall survive the expiration, or earlier termination, of this Agreement.
3. Contractor/Borrower Indemnification. Contractor and/or Borrower, as the case may be, and each person or entity comprising such Contractor and/or Borrower (for purposes of this Section, all of the forgoing, collectively, "Indemnitor") hereby agree that they/it shall, defend and hold the Department and all of the Department's principals, officers directors, shareholders, partners, managers, attorneys, agents, representatives, successors and

EXHIBIT E

assigns (the Department and such other persons each being referred to herein as an "Indemnatee", and collectively, as the "Indemnitees") free and harmless from and against any and all liabilities, demands, claims, losses, causes of action, suits, proceedings, judgments, costs and expenses (including court costs and reasonable attorneys' fees) of whatever kind or nature incurred or suffered by, or threatened against, the Department, or any other Indemnatee, resulting from or arising out of (or by reason of) any of the following: (a) this Agreement or the award contemplated hereunder; (b) the funding of any amounts hereunder; (c) any act or omission by Indemnitor, or, any consultant retained by Indemnitor, any of Indemnitor's principals, employees, attorney's, agents, or contractors, or any other third party related thereto, including without limitation, any failure or breach by any such persons to comply with this Agreement, any CalHome program requirements and/or any other applicable laws, regulations, guidelines, orders, or requirements, or; (d) any obligation on the part of the Department to repay funds disbursed under this Agreement to any third-party (e.g., an obligation to repay funds disbursed under this Agreement to the United States Department of Housing and Urban Development because, due to a breach of this Agreement by Indemnitor, such funds failed to achieve a national objective). The defense of any and all such matters shall be made by counsel reasonably acceptable to the Indemnatee; shall commence immediately upon any such claim or matter being made, threatened, or asserted against the Indemnatee without the necessity of the Indemnatee first contesting or defending the same, suffering or incurring any cost, loss or adverse disposition, or otherwise taking any other action; and shall apply to all such matters regardless of any action, failure, or negligence of the Indemnatee, it being the express intent of the parties that the indemnification, defense and other obligations of Indemnitor hereunder apply to all matters referenced herein except to the extent caused by the gross negligence or willful misconduct of the Indemnatee. In the event the Indemnitor fails or refuses to initiate or continue pursuing to completion any such defense or other obligations hereunder, the Indemnatee shall be entitled to undertake, assume, and/or conclude same, all at the Indemnitor's sole cost and expense, with counsel selected by the Indemnatee, in its sole discretion; and any and all costs, fees and expenses paid by the Indemnatee in connection therewith shall accrue interest at the rate of ten percent (10%) per annum from the date incurred until paid. The indemnity, defense and other obligations of the Indemnitor under this Section shall survive the execution and delivery of this Agreement, the expiration (or sooner termination) of this Agreement, and/or the recordation of any documents or instruments contemplated herein.

4. Prior to disbursement of all, or any portion of, the funds contemplated by this Agreement, Borrower shall be in full compliance with all of the requirements of the CalHome Program, including, but not limited to, the experience requirements of CalHome Program Final Guidelines (2019) §§ 7717(a)(1), 7717(b)(2), and 7754.
5. Prior to disbursement of all, or any portion of, the funds contemplated by this Agreement, Borrower shall be in full compliance with all of the experience requirements of the CalHome Program, including, but not limited to, the requirements of CalHome Program Final Guidelines § 7717(a)(1).

EXHIBIT E

6. As a condition precedent to the Department's obligation to disburse all, or any portion of, the funds contemplated by this Agreement, the Department shall have approved, in writing, a fully executed Subrecipient Agreement, which Departmental approval shall not be unreasonably conditioned, delayed, or withheld.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAND AND COUNCIL MEMBERS

FROM: LIZ EHRENSTROM, HUMAN RESOURCE/RISK MANAGER

RE: CONSIDER AND ADOPT SALARY RANGE FOR CHIEF OF POLICE AND ASSISTANT CHIEF OF POLICE

DATE: MAY 2, 2023

SUMMARY

The City Council will consider to adopt the addition of two salary ranges (Chief of Police and Assistant Chief of Police) to the Master Salary Schedule.

DISCUSSION

The City Council will consider establishing a salary range for the position of Chief of Police and Assistant Chief of Police. The current approved contract for the Chief of Police contains a salary which must be added to our existing salary schedule.

In addition, your Council has authorized the recruitment of an Assistant Chief of Police which needs to be assigned to a salary range. The range was established by splitting the percentage difference between Step A of the department head salary range and Step A of the police lieutenant salary range, with 5% in between steps. A short salary survey was also completed, and this salary is in line with other jurisdictions in our area.

FISCAL IMPACT

None.

RECOMMENDATION

Approve the attached Master Salary Schedules including a salary range for Chief of Police and Assistant Chief of Police.

ATTACHMENTS

Master Salary Schedule

CITY OF OROVILLE MASTER SALARY SCHEDULE

Revised: May 2, 2023

Approved by Council: 05/02/2023

Item 4.

ELECTED OFFICIAL'S STIPEND SCHEDULE

Mayor	\$600	Monthly	Plus \$5/Mtg. Up to 2 Mtgs. Per Month	
Council Members	\$500	Monthly		
Treasurer	\$500	Monthly		

DEPARTMENT HEAD'S SALARY SCHEDULE

CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
City Administrator	\$168,132	\$176,538	\$185,365	\$194,633	\$204,365	\$214,583	\$225,312	Bonus*	Annual
	\$14,011.00	\$14,711.50	\$15,447.08	\$16,219.42	\$17,030.42	\$17,881.92	\$18,776.00		Monthly
	\$80.83	\$84.87	\$89.12	\$93.57	\$98.25	\$103.16	\$108.32		Hourly
Police Chief	\$128,100	\$134,505	\$141,230	\$148,292	\$155,706	\$163,492	\$171,666	\$180,250	Annual
	\$10,675.00	\$11,208.75	\$11,769.19	\$12,357.65	\$12,975.53	\$13,624.31	\$14,305.52	\$15,020.80	Monthly
	\$61.59	\$64.67	\$67.90	\$71.29	\$74.86	\$78.60	\$82.53	\$86.66	Hourly
Department Heads	\$122,282	\$128,714	\$135,486	\$142,619	\$150,123	\$158,028	\$166,345	\$175,100	Annual
	\$10,190.13	\$10,726.16	\$11,290.52	\$11,884.91	\$12,510.21	\$13,168.98	\$13,862.08	\$14,591.67	Monthly
	\$58.79	\$61.88	\$65.14	\$68.57	\$72.17	\$75.97	\$79.97	\$84.18	Hourly
Assistant Police Chief	\$106,147	\$111,454	\$117,027	\$122,878	\$129,022	\$135,473	\$142,247	\$149,359	Annual
	\$8,845.58	\$9,287.86	\$9,752.26	\$10,239.87	\$10,751.86	\$11,289.45	\$11,853.93	\$12,446.62	Monthly
	\$51.03	\$53.58	\$56.26	\$59.08	\$62.03	\$65.13	\$68.39	\$71.81	Hourly
Assistant Dir of Comm Devel	\$86,901	\$91,248	\$95,811	\$100,602	\$105,632	\$110,913	\$116,459	\$122,282	Annual
	\$7,241.75	\$7,603.98	\$7,984.22	\$8,383.51	\$8,802.64	\$9,242.79	\$9,704.92	\$10,190.13	Monthly
	\$41.78	\$43.87	\$46.06	\$48.37	\$50.78	\$53.32	\$55.99	\$58.79	Hourly

OROVILLE MANAGER'S ASSOCIATION

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Police Lieutenant	\$93,935.75	\$98,632.54	\$103,564.16	\$108,742.37	\$114,179.49	\$119,888.47	\$125,882.89	\$132,177.03	Annual
	\$7,827.98	\$8,219.38	\$8,630.35	\$9,061.86	\$9,514.96	\$9,990.71	\$10,490.24	\$11,014.75	Monthly
	\$45.16142	\$47.41949	\$49.79046	\$52.27999	\$54.89399	\$57.63869	\$60.52062	\$63.54665	Hourly
Project Mgr./Sr. Civil Engineer	\$90,475.41	\$94,999.18	\$99,749.14	\$104,736.60	\$109,973.43	\$115,472.10	\$121,245.70	\$127,307.99	Annual
	\$7,539.62	\$7,916.60	\$8,312.43	\$8,728.05	\$9,164.45	\$9,622.67	\$10,103.81	\$10,609.00	Monthly
	\$43.50	\$45.67	\$47.96	\$50.35	\$52.87	\$55.52	\$58.29	\$61.21	Hourly
Management Analyst III	\$80,231.89	\$86,905.03	\$91,251.75	\$95,814.56	\$100,604.72	\$105,634.62	\$110,916.63	\$116,463.15	Annual
Airport Manager	\$6,685.99	\$7,242.09	\$7,604.31	\$7,984.55	\$8,383.73	\$8,802.89	\$9,243.05	\$9,705.26	Monthly
HR Manager	\$38,57302	\$41,78126	\$43,87103	\$46,06469	\$48,36765	\$50,78588	\$53,32530	\$55,99190	Hourly
IT Manager									
Building Official									
Public Works Manager									

OPOA SWORN AND NON-SWORN 1ST TIER

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Sergeant						\$93,844.22	\$98,536.43	\$103,463.25	Annual
						\$7,820.35	\$8,211.37	\$8,621.94	Monthly
						\$45.11741	\$47.37328	\$49.74195	Hourly
Rotational Detective/OIC						\$78,764.17	\$82,702.38	\$86,837.50	Annual
5% Above Police Officer						\$6,563.68	\$6,891.87	\$7,236.46	Monthly
						\$37,86739	\$39,76076	\$41,74880	Hourly
Police Officer						\$75,013.50	\$78,764.17	\$82,702.38	Annual
						\$6,251.12	\$6,563.68	\$6,891.87	Monthly
						\$36,06418	\$37,86739	\$39,76076	Hourly
Reserve Police Officer						\$36,06418	\$37,86739	\$39,76076	Hourly
Reserve Investigator	\$25.00000								Hourly

CLASSIFICATION: TIER 1	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	
Police Dispatch Supervisor					\$55,996.49	\$58,796.31	\$61,736.13	Annual
Police Records Supervisor					\$4,666.37	\$4,899.69	\$5,144.68	Monthly
					\$26,92139	\$28,26746	\$29,68083	Hourly
Police Admin. Assistant					\$51,768.34	\$54,356.76	\$57,074.59	Annual
					\$4,314.03	\$4,529.73	\$4,756.22	Monthly
					\$24,88862	\$26,13306	\$27,43971	Hourly

Police Dispatcher					\$51,848.61	\$54,441.04	\$57,163.09	Annual
					\$4,320.72	\$4,536.75	\$4,763.59	Monthly
					\$24.92722	\$26.17358	\$27.48226	Hourly

Item 4.

MLE							\$50,819.07	Annual
							\$4,234.92	Monthly
							\$24.43224	Hourly
Police Records Technician					\$43,381.17	\$45,550.23	\$47,827.75	Annual
					\$3,615.10	\$3,795.85	\$3,985.65	Monthly
					\$20.85633	\$21.89915	\$22.99411	Hourly
Police Recruit	\$58,775.04							Annual
	\$4,897.92							Monthly
	\$28.26							Hourly

1ST TIER OROVILLE CITY EMPLOYEE'S ASSOCIATION SALARY SCHEDULE									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Associate Civil Engr.	\$81,324.04	\$85,390.24	\$89,659.75	\$94,142.74	\$98,849.88	\$103,792.37	\$108,981.99	\$114,431.09	Annual
	\$6,777.00	\$7,115.85	\$7,471.65	\$7,845.23	\$8,237.49	\$8,649.36	\$9,081.83	\$9,535.92	Monthly
	\$39.09810	\$41.05300	\$43.10565	\$45.26093	\$47.52398	\$49.90018	\$52.39519	\$55.01495	Hourly
Assistant Civil Engr.	\$74,876.88	\$78,620.72	\$82,551.76	\$86,679.35	\$91,013.32	\$95,563.98	\$100,342.18	\$105,359.29	Annual
	\$6,239.74	\$6,551.73	\$6,879.31	\$7,223.28	\$7,584.44	\$7,963.67	\$8,361.85	\$8,779.94	Monthly
	\$35.99850	\$37.79843	\$39.68835	\$41.67276	\$43.75640	\$45.94422	\$48.24143	\$50.65350	Hourly
Associate Planner	\$62,867.89	\$66,011.28	\$69,311.85	\$72,777.44	\$76,416.31	\$80,237.13	\$84,248.99	\$88,461.43	Annual
Recycling Coordinator	\$5,238.99	\$5,500.94	\$5,775.99	\$6,064.79	\$6,368.03	\$6,686.43	\$7,020.75	\$7,371.79	Monthly
	\$30.22495	\$31.73619	\$33.32300	\$34.98915	\$36.73861	\$38.57554	\$40.50432	\$42.52954	Hourly
GIS Specialist	\$62,168.24	\$65,276.65	\$68,540.48	\$71,967.51	\$75,565.88	\$79,344.18	\$83,311.39	\$87,476.96	Annual
	\$5,180.69	\$5,439.72	\$5,711.71	\$5,997.29	\$6,297.16	\$6,612.01	\$6,942.62	\$7,289.75	Monthly
	\$29.88858	\$31.38301	\$32.95216	\$34.59976	\$36.32975	\$38.14624	\$40.05355	\$42.05623	Hourly
Sr. Admin/SBF/PIO	\$61,116.93	\$64,172.78	\$67,381.42	\$70,750.49	\$74,288.01	\$78,002.41	\$81,902.53	\$85,997.66	Annual
Assistant City Clerk	\$5,093.08	\$5,347.73	\$5,615.12	\$5,895.87	\$6,190.67	\$6,500.20	\$6,825.21	\$7,166.47	Monthly
Cultural Facilities Curator	\$29.38314	\$30.85230	\$32.39491	\$34.01466	\$35.71539	\$37.50116	\$39.37622	\$41.34503	Hourly
Assistant Planner	\$57,882.96	\$60,777.11	\$63,815.96	\$67,006.76	\$70,357.10	\$73,874.95	\$77,568.70	\$81,447.14	Annual
	\$4,823.58	\$5,064.76	\$5,318.00	\$5,583.90	\$5,863.09	\$6,156.25	\$6,464.06	\$6,787.26	Monthly
	\$27.82835	\$29.21976	\$30.68075	\$32.21479	\$33.82553	\$35.51681	\$37.29265	\$39.15728	Hourly
Signal Tech/Electrician	\$56,045.50	\$58,847.78	\$61,790.16	\$64,879.67	\$68,123.66	\$71,529.84	\$75,106.33	\$78,861.65	Annual
	\$4,670.46	\$4,903.98	\$5,149.18	\$5,406.64	\$5,676.97	\$5,960.82	\$6,258.86	\$6,571.80	Monthly
	\$26.94495	\$28.29220	\$29.70681	\$31.19215	\$32.75176	\$34.38935	\$36.10881	\$37.91425	Hourly
IT Analyst	\$54,413.10	\$57,133.76	\$59,990.44	\$62,989.96	\$66,139.46	\$69,446.44	\$72,918.76	\$76,564.70	Annual
Accounting Analyst	\$4,534.43	\$4,761.15	\$4,999.20	\$5,249.16	\$5,511.62	\$5,787.20	\$6,076.56	\$6,380.39	Monthly
Human Resource Analyst	\$26.16014	\$27.46815	\$28.84156	\$30.28364	\$31.79782	\$33.38771	\$35.05710	\$36.80995	Hourly
Admin/Program Analyst II	\$50,732.85	\$53,269.49	\$55,932.97	\$58,729.62	\$61,666.10	\$64,749.40	\$67,986.87	\$71,386.21	Annual
	\$4,227.74	\$4,439.12	\$4,661.08	\$4,894.13	\$5,138.84	\$5,395.78	\$5,665.57	\$5,948.85	Monthly
	\$24.39079	\$25.61033	\$26.89085	\$28.23539	\$29.64716	\$31.12952	\$32.68600	\$34.32030	Hourly
Construction Inspector	\$49,727.06	\$52,213.41	\$54,824.08	\$57,565.29	\$60,443.55	\$63,465.73	\$66,639.02	\$69,970.97	Annual
	\$4,143.92	\$4,351.12	\$4,568.67	\$4,797.11	\$5,036.96	\$5,288.81	\$5,553.25	\$5,830.91	Monthly
	\$23.90724	\$25.10260	\$26.35773	\$27.67562	\$29.05940	\$30.51237	\$32.03799	\$33.63989	Hourly
Accounting Technician III	\$46,828.75	\$49,170.19	\$51,628.70	\$54,210.13	\$56,920.64	\$59,766.67	\$62,755.00	\$65,892.75	Annual
Code Enforcement Technician III	\$3,902.40	\$4,097.52	\$4,302.39	\$4,517.51	\$4,743.39	\$4,980.56	\$5,229.58	\$5,491.06	Monthly
	\$22.51382	\$23.63951	\$24.82149	\$26.06256	\$27.36569	\$28.73398	\$30.17067	\$31.67921	Hourly
Program Analyst I	\$45,204.82	\$47,465.06	\$49,838.31	\$52,330.23	\$54,946.74	\$57,694.08	\$60,578.78	\$63,607.72	Annual
	\$3,767.07	\$3,955.42	\$4,153.19	\$4,360.85	\$4,578.90	\$4,807.84	\$5,048.23	\$5,300.64	Monthly
	\$21.73309	\$22.81974	\$23.96073	\$25.15876	\$26.41670	\$27.73754	\$29.12441	\$30.58064	Hourly
Lead Equipment Mechanic	\$44,914.12	\$47,159.83	\$49,517.82	\$51,993.71	\$54,593.39	\$57,323.06	\$60,189.22	\$63,198.68	Annual
Lead Public Works Operator	\$3,742.84	\$3,929.99	\$4,126.48	\$4,332.81	\$4,549.45	\$4,776.92	\$5,015.77	\$5,266.56	Monthly
Lead Tree Worker	\$21.59333	\$22.67299	\$23.80664	\$24.99698	\$26.24682	\$27.55917	\$28.93712	\$30.38398	Hourly
Lead Collection System Operator									
Sr. Administrative Assistant	\$44,596.57	\$46,826.40	\$49,167.72	\$51,626.10	\$54,207.41	\$56,917.78	\$59,763.67	\$62,751.85	Annual

	\$3,716.38	\$3,902.20	\$4,097.31	\$4,302.18	\$4,517.28	\$4,743.15	\$4,980.31	\$5,229.32	Monthly
	\$21.44066	\$22.51269	\$23.63833	\$24.82024	\$26.06125	\$27.36432	\$28.73253	\$30.16916	Hourly
Accounting Technician II	\$42,571.59	\$44,700.17	\$46,935.18	\$49,281.94	\$51,746.03	\$54,333.34	\$57,050.00	\$59,902.50	Annual
Human Resource Technician	\$3,547.63	\$3,725.01	\$3,911.26	\$4,106.83	\$4,312.17	\$4,527.78	\$4,754.17	\$4,991.88	Monthly
	\$20.46711	\$21.49047	\$22.56499	\$23.69324	\$24.87790	\$26.12180	\$27.42789	\$28.79928	Hourly
Comm. Devel. Technician III	\$42,246.05	\$44,358.35	\$46,576.27	\$48,905.08	\$51,350.34	\$53,917.85	\$56,613.75	\$59,444.43	Annual
Code Enforcement Technician II	\$3,520.50	\$3,696.53	\$3,881.36	\$4,075.42	\$4,279.19	\$4,493.15	\$4,717.81	\$4,953.70	Monthly
	\$20.31060	\$21.32613	\$22.39244	\$23.51206	\$24.68766	\$25.92205	\$27.21815	\$28.57906	Hourly
Public Works Operator III	\$40,727.62	\$42,764.00	\$44,902.20	\$47,147.31	\$49,504.68	\$51,979.91	\$54,578.91	\$57,307.85	Annual
	\$3,393.97	\$3,563.67	\$3,741.85	\$3,928.94	\$4,125.39	\$4,331.66	\$4,548.24	\$4,775.65	Monthly
	\$19.58059	\$20.55962	\$21.58760	\$22.66698	\$23.80033	\$24.99034	\$26.23986	\$27.55185	Hourly
Administrative Assistant	\$39,981.71	\$41,980.80	\$44,079.84	\$46,283.83	\$48,598.02	\$51,027.92	\$53,579.32	\$56,258.28	Annual
Comm. Devel. Technician II	\$3,331.81	\$3,498.40	\$3,673.32	\$3,856.99	\$4,049.83	\$4,252.33	\$4,464.94	\$4,688.19	Monthly
	\$19.22198	\$20.18307	\$21.19223	\$22.25184	\$23.36443	\$24.53265	\$25.75929	\$27.04725	Hourly
Equipment Mechanic	\$39,769.28	\$41,757.74	\$43,845.63	\$46,037.91	\$48,339.81	\$50,756.80	\$53,294.64	\$55,959.37	Annual
	\$3,314.11	\$3,479.81	\$3,653.80	\$3,836.49	\$4,028.32	\$4,229.73	\$4,441.22	\$4,663.28	Monthly
	\$19.11985	\$20.07584	\$21.07963	\$22.13361	\$23.24029	\$24.40231	\$25.62242	\$26.90354	Hourly
Code Enforcement Technician	\$39,461.45	\$41,434.52	\$43,506.25	\$45,681.56	\$47,965.64	\$50,363.92	\$52,882.12	\$55,526.22	Annual
	\$3,288.45	\$3,452.88	\$3,625.52	\$3,806.80	\$3,997.14	\$4,196.99	\$4,406.84	\$4,627.19	Monthly
	\$18.97185	\$19.92044	\$20.91647	\$21.96229	\$23.06040	\$24.21342	\$25.42409	\$26.69530	Hourly
Public Works Operator II	\$38,809.31	\$40,749.78	\$42,787.26	\$44,926.63	\$47,172.96	\$49,531.61	\$52,008.19	\$54,608.60	Annual
Parks Maint. Technician II	\$3,234.11	\$3,395.81	\$3,565.61	\$3,743.89	\$3,931.08	\$4,127.63	\$4,334.02	\$4,550.72	Monthly
Building Maint. Tech II	\$18,65832	\$19,59124	\$20,57080	\$21,59934	\$22,67931	\$23,81327	\$25,00394	\$26,25413	Hourly
Collection System Operator II									
Accounting Technician	\$38,701.45	\$40,636.52	\$42,668.35	\$44,801.77	\$47,041.85	\$49,393.95	\$51,863.64	\$54,456.83	Annual
	\$3,225.12	\$3,386.38	\$3,555.70	\$3,733.48	\$3,920.15	\$4,116.16	\$4,321.97	\$4,538.07	Monthly
	\$18.60647	\$19.53679	\$20.51363	\$21.53931	\$22.61628	\$23.74709	\$24.93444	\$26.18117	Hourly
Public Works Operator I	\$36,105.09	\$37,910.34	\$39,805.86	\$41,796.15	\$43,885.96	\$46,080.26	\$48,384.27	\$50,803.49	Annual
Parks Maint. Technician I	\$3,008.76	\$3,159.20	\$3,317.16	\$3,483.01	\$3,657.16	\$3,840.02	\$4,032.02	\$4,233.62	Monthly
Collection System Operator I	\$17,35822	\$18,22613	\$19,13743	\$20,09431	\$21,09902	\$22,15397	\$23,26167	\$24,42475	Hourly
Custodian									
Staff Assistant	\$33,100.08	\$34,755.08	\$36,492.84	\$38,317.48	\$40,233.35	\$42,245.02	\$44,357.27	\$46,575.14	Annual
Comm. Devel. Technician I	\$2,758.34	\$2,896.26	\$3,041.07	\$3,193.12	\$3,352.78	\$3,520.42	\$3,696.44	\$3,881.26	Monthly
	\$15.91350	\$16.70918	\$17.54463	\$18.42187	\$19.34296	\$20.31011	\$21.32561	\$22.39189	Hourly

Revisions:

01/01/2019 Increase in Minimum Wage for Park Tech I

07/01/18 2% COLA OFFA Based on Section 6.3 of MOU

07/01/19 4% COLA OPOA Sworn & Non-Sworn per Res. No. 8778 & 8779

07/01/19 Budget changes for classification of Park Tech I moves to PW Ops I range; Park Tech III - Tree Lead Worker at Lead Equip Mechanic range; PW Ops III - PW Ops Lead at Lead Equip Mechanic range

07/01/19 Add Code Enforcement Technician per budget

07/01/19 Add Project Manager/Sr. Civil Engineer per budget

07/01/19 Unfroze Admin/Program Analyst II per budget

07/01/19 Unfroze Program Analyst I per budget

07/01/19 Mayor, City Council & Treasurer received 10% cutback returned per budget

07/16/19 Side Letter Agreement to Add Police Lt. to OMCA

07/16/19 Established new salary range for City Administrator per Mayor Appt. on 07/16/19

08/06/19 Establish new salary range for Accounting Technician II and III

09/17/19 Change in job Title and salary range for dept heads per Resolution #8815

12/17/19 Added Assistant Community Development Services Director

1/7/2020 OCEA 3% Increase Per Resolution No. 8829

04/07/20 Added 2 new positions; IT Analyst and Accounting Analyst

07/01/20 OCEA 3% Increase Per Resolution No. 8829 and update sewer position classification titles to Collection System Operators; Updated Comm. Devel. Tech I, II and III; OPOA Sworn and Non-Sworn 4% increase Per Resolution No. 8778

04/20/21 Added new Custodian position

07/01/21 OCEA 3%, OMA Misc 3%, OMA Saf 4%, OPOA 4%

01/04/22 Added Recycling Coordinator, Increase in Minimum wage

07/01/22 OCEA 3%, OMA Misc 3%, OMA Saf 4%

07/25/22 3% Salary increase for all City employees

11/28/22 Moving OPD Employees to top 3 Steps and Increase City Administrator Salary Range by 25%, Suspended 2nd Tier Salaries
05/02/23 Establishing salary range for Police Chief and Assistant Police Chief.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

RE: REVISED COMMUNITY DEVELOPMENT DIRECTOR AND PUBLIC WORKS DIRECTOR JOB SPECIFICATIONS

DATE: MAY 2, 2023

SUMMARY

The Council may consider modifying the existing Community Development Department to create two separate departments: Community Development Department and Public Works Department. Staff are requesting that the Council approve the modified job specifications for the Community Development Director and Public Works Director job specifications.

DISCUSSION

As currently structured, the Community Development Department consists of the following functions/divisions: Planning, Building, Engineering, Parks, Trees, Streets, Sewer, Fleet, Museums, Airport and Recycling. Staff recommend dividing these responsibilities up into two separate departments. This structure will be more in line with how other jurisdictions are structured as well as provide more focused leadership to these departments and the divisions contained within them:

Public Works: Streets, Engineering Parks/Trees/Museums, Airport, Sewer, Fleet

Community Development: Planning, Building, Recycling

FISCAL IMPACT

The position of Public Works Director will be placed on the "Department Heads" salary range on the approved master salary schedule, with a salary range of \$122,282/year to \$175,100/year. The addition of one department head will cost approximately \$200,000 - \$240,000 in total salary and benefits, depending on where the individual is hired at. These salary and benefits will be budgeted in the Public Works Department 2901. The Community Development Director position is currently budgeted and will continue to be included in the recommended Fiscal Year 2023-24 budget.

RECOMMENDATION

Staff recommends the approval of the modified Community Development Director and Public Works Director job descriptions and authorization to recruit for both.

ATTACHMENTS

Revised Community Development Director job descriptions (with and without edits); and
Revised Public Works Director job description (with and without edits).

DIRECTOR OF COMMUNITY DEVELOPMENT**DEFINITION**

To plan, coordinate, direct and review the operations and activities of the Community Development Department for **including** the Planning and Building Divisions, including land development review; public facility engineering **and recycling**; ~~construction and maintenance of streets, storm drains, sewer systems and public utilities; municipal airport, City building, equipment and fleet maintenance~~; to ensure departmental compliance with all applicable laws, regulations and standards; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council.

Exercises direct supervision over ~~public works~~, planning, building, **and recycling** departmental staff.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plans, directs, reviews, and evaluates the activities, programs and projects of the Department of Community Development ~~Public Works~~ and the Planning, Building, and **Recycling** Divisions.

Develops and implements policies, procedures, goals, objectives, priorities, and work standards for the departments/**divisions**.

Interprets and ensures departments compliance with all federal, state, and local laws and regulations, City policies and procedures, and standards of quality and safety.

Establishes, within City policy, appropriate service and staffing levels; allocates resources accordingly.

Selects, assigns, supervises, motivates, and evaluates the performance of departmental personnel; provides for staff training and development opportunities; implements disciplinary and termination processes.

Reviews and evaluates reports of subordinate staff for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.

Directs and reviews the work of contract consultants providing assistance to the departments; reviews or prepares related requests for proposals and contracts.

Develops and manages the departmental budgets; monitors and approves all purchase payment orders; prepares and administers grants for special programs and projects.

Identifies City needs and priorities for specific ~~public works projects~~, planning projects, building activities **and recycling activities**; develops and updates short- and long-range goals. ~~and capital improvement plans.~~

Conducts or directs analytical studies; develops and reviews reports of findings, alternatives and recommendations for the maintenance and improvement of City ~~public works services~~, planning, building, and recycling department services; prepares and directs the preparation of a variety of periodic and special reports regarding departmental activities.

Prepares or participates in the review and/or approval of public improvement plans, **capital improvement plans**, specifications, standards, and estimates; encroachment, transportation, grading, drainage, and flood plain permits; land development conditions of approval and associated agreements; land development maps, deeds, and other documents, including acceptance of public right-of-way dedications to the City by deeds.

Inspects and evaluates public and private improvement projects and public safety concerns.

~~Serves as Airport Manager and Flood Plain Administrator.~~

~~Manages airport property and lease/rental agreements.~~

Ensures the availability of adequate equipment, vehicles, materials and supplies for ~~Public Works~~, planning and building projects.

Confers with and provides professional and technical assistance to City Council, City Administrator and other staff on matters related to ~~Public Works~~, Planning and Building functions.

Coordinates departmental activities with those of other departments and divisions, agencies, and private groups as appropriate.

Represents the department at City Council, Commission, Board, other City, and community meetings; may serve on various committees, boards, and commissions as appropriate.

Receives and responds to public inquiries, requests for assistance and complaints regarding departmental projects and activities.

Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.

Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

MINIMUM QUALIFICATIONS

Knowledge of:

Departmental policies, procedures and standards related to ~~public—works maintenance and construction projects~~, planning, and building division projects and activities.

Operational characteristics, services and activities of a comprehensive planning program including current and advanced planning, zoning, annexations, historic preservation, ~~code enforcement and~~ building and safety inspection programs;

Pertinent federal, state, and local laws, regulations, codes, and ordinances.
Administrative principles and methods, including goal setting and planning.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Principles and practices of civil engineering, land development, flood plain management, emergency management, **airport operations as applied to the design, construction and maintenance of public facilities and technical inspection services.**

Modern principles, practices, techniques, equipment, materials, and tools used in planning, building ~~and public works construction / maintenance projects~~ and daily operations.

~~Safe and proper operation of heavy construction equipment.~~

Research methods and sources of information related to ~~public works~~, planning, and building operations.

Principles of supervision, training, and performance evaluation.

Budget preparation and administration practices.

Principles and practices of modern office management, communications and effective employee and public relations.

Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Ability to:

Interpret, analyze, and apply pertinent federal, state, and local laws, codes, ordinances, rules, and regulations pertaining to department administration and operations.

Develop, implement, and interpret goals, objectives, policies, procedures, and work standards.

Analyze complex problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Read and understand complex plans, specifications, and blueprints.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, and regulations. ~~and standard construction practices.~~

Exercise sound, independent judgment within general policy guidelines.

Select, supervise, train, and evaluate staff.

Prepare and administer a comprehensive budget.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Prepare, verify, analyze, and reconcile complex records, reports, and recommendations.

Establish and maintain effective working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion and facilitate the resolution of difficult political and controversial issues related to ~~Public Works plans and~~ projects.

Represent the City effectively in meetings with others.

Interpret complex departmental projects and programs to the public.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university in urban planning, public administration, political science, or a related field.

Experience:

Minimum of 7-10 years municipal administrative experience with significant exposure to planning and development administration.

Licenses and Certifications:

Possession of a valid California Driver License.

AICP certification and/or a master's degree is preferred.

Experience:

~~Five years of increasingly responsible professional experience in the field of public works, including at least two years in a responsible supervisory position involving the design, construction, and maintenance of public works facilities, preferably in a local government jurisdiction.~~

Education:

~~Bachelor's degree from an accredited college or university with major coursework in civil engineering or closely related field. A Master's degree is desirable.~~

Additional Requirements:

~~Registration as a Professional Civil Engineer by the State of California~~

~~Possession of a valid California driver's license.~~

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals, vibration. Worker frequently works past normal office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work primarily in an office environment; some outdoor work is required in the inspection of various land use developments, construction sites and public works facilities. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard

to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

DIRECTOR OF COMMUNITY DEVELOPMENT**DEFINITION**

To plan, coordinate, direct and review the operations and activities of the Community Development Department for the Planning and Building Divisions, including land development review; public facility engineering and recycling; to ensure departmental compliance with all applicable laws, regulations and standards; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council.

Exercises direct supervision over planning, building, and recycling departmental staff.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plans, directs, reviews, and evaluates the activities, programs and projects of the Department of Community Development and the Planning, Building, and Recycling Divisions.

Develops and implements policies, procedures, goals, objectives, priorities, and work standards for the departments/divisions.

Interprets and ensures departments compliance with all federal, state, and local laws and regulations, City policies and procedures, and standards of quality and safety.

Establishes, within City policy, appropriate service and staffing levels; allocates resources accordingly.

Selects, assigns, supervises, motivates, and evaluates the performance of departmental personnel; provides for staff training and development opportunities; implements disciplinary and termination processes.

Reviews and evaluates reports of subordinate staff for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.

Directs and reviews the work of contract consultants providing assistance to the departments; reviews or prepares related requests for proposals and contracts.

Develops and manages the departmental budgets; monitors and approves all purchase payment orders; prepares and administers grants for special programs and projects.

Identifies City needs and priorities for specific planning projects, building activities and recycling activities; develops and updates short- and long-range goals.

Conducts or directs analytical studies; develops and reviews reports of findings, alternatives and recommendations for the maintenance and improvement of City planning, building, and recycling department services; prepares and directs the preparation of a variety of periodic and special reports regarding departmental activities.

Prepares or participates in the review and/or approval of public improvement plans, capital improvement plans, specifications, standards, and estimates; encroachment, transportation, grading, drainage, and flood plain permits; land development conditions of approval and associated agreements; land development maps, deeds, and other documents, including acceptance of public right-of-way dedications to the City by deeds.

Inspects and evaluates public and private improvement projects and public safety concerns.

Ensures the availability of adequate equipment, vehicles, materials and supplies for planning and building projects.

Confers with and provides professional and technical assistance to City Council, City Administrator and other staff on matters related to Planning and Building functions.

Coordinates departmental activities with those of other departments and divisions, agencies, and private groups as appropriate.

Represents the department at City Council, Commission, Board, other City, and community meetings; may serve on various committees, boards, and commissions as appropriate.

Receives and responds to public inquiries, requests for assistance and complaints regarding departmental projects and activities.

Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.

Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

MINIMUM QUALIFICATIONS

Knowledge of:

Departmental policies, procedures and standards related to planning, and building division projects and activities.

Operational characteristics, services and activities of a comprehensive planning program including current and advanced planning, zoning, annexations, historic preservation, building and safety inspection programs;

Pertinent federal, state, and local laws, regulations, codes, and ordinances.
Administrative principles and methods, including goal setting and planning.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Principles and practices of civil engineering, land development, flood plain management, emergency management, airport operations as applied to the design, construction and maintenance of public facilities and technical inspection services.

Modern principles, practices, techniques, equipment, materials, and tools used in planning, building and daily operations.

Research methods and sources of information related to planning and building operations.

Principles of supervision, training, and performance evaluation.

Budget preparation and administration practices.

Principles and practices of modern office management, communications and effective employee and public relations.

Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Ability to:

Interpret, analyze, and apply pertinent federal, state, and local laws, codes, ordinances, rules, and regulations pertaining to department administration and operations.

Develop, implement, and interpret goals, objectives, policies, procedures, and work standards.

Analyze complex problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Read and understand complex plans, specifications, and blueprints.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, and regulations.

Exercise sound, independent judgment within general policy guidelines.

Select, supervise, train, and evaluate staff.

Prepare and administer a comprehensive budget.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Prepare, verify, analyze, and reconcile complex records, reports, and recommendations.

Establish and maintain effective working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion and facilitate the resolution of difficult political and controversial issues related to projects.

Represent the City effectively in meetings with others.

Interpret complex departmental projects and programs to the public.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education:

Equivalent to a bachelor's degree from an accredited college or university in urban planning, public administration, political science, or a related field.

Experience:

Minimum of 7-10 years municipal administrative experience with significant exposure to planning and development administration.

Licenses and Certifications:

Possession of a valid California Driver License.

AICP certification and/or a master's degree is preferred.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air

contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals, vibration. Worker frequently works past normal office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work primarily in an office environment; some outdoor work is required in the inspection of various land use developments, construction sites and public works facilities. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

City of Oroville

DIRECTOR OF PUBLIC WORKS

DEFINITION

To plan, coordinate, direct and review the operations and activities of the Department of Public Works, including ~~land development review~~; ~~public facility engineering~~; construction and maintenance of parks, museums, streets, storm drains, sewer systems and public utilities; municipal airport, engineering, City buildings, equipment, and fleet maintenance; to ensure departmental compliance with all applicable laws, regulations, and standards; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council.

Exercises direct supervision over departmental staff.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plans, directs, reviews, and evaluates the activities, programs, and projects of the Department of Public Works.

Acts as technical advisor to the City Council, City Administrator and department staff on operations and maintenance items.

Prepares and administers the departmental budget and ensure the accomplishment of departmental objectives within budget restrictions.

Develops and implements policies, procedures, goals, objectives, priorities, and work standards for the department.

Interprets and ensures department compliance with all federal, state, and local laws and regulations, City policies and procedures, and standards of quality and safety.

Establishes, within City policy, appropriate service and staffing levels; allocates resources accordingly.

Selects, assigns, supervises, motivates, and evaluates the performance of department personnel; provides for staff training and development opportunities; implements disciplinary and termination processes.

City of Oroville

Reviews and evaluates reports of subordinate staff for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.

Directs and reviews the work of contract consultants providing assistance to the department; reviews or prepares related requests for proposals and contracts.

Develops and manages the department budget; monitors and approves all purchase / payment orders; prepares and administers grants for special programs and projects.

Identifies City needs and priorities for specific public works projects; develops and updates short- and long-range goals and capital improvement plans.

Conducts or directs analytical studies; develops and reviews reports of findings, alternatives and recommendations for the maintenance and improvement of City public works services; prepares and directs the preparation of a variety of periodic and special reports regarding departmental activities.

Prepares or participates in the review and/or approval of public improvement plans, **capital improvement plans**, specifications, standards, and estimates; encroachment, transportation, grading, drainage, and flood plain permits; land development conditions of approval and associated agreements; land development maps, deeds, and other documents, including acceptance of public right-of-way dedications to the City by deeds.

Inspects and evaluates public and private improvement projects and public safety concerns.

Serves as ~~Airport Manager and~~ Flood Plain Administrator.

Oversees the Airport Manager, airport property, and lease/rental agreements.

Ensures the availability of adequate equipment, vehicles, materials and supplies for Public Works projects.

Confers with and provides professional and technical assistance to City Council, City Administrator and other staff on matters related to Public Works functions.

Coordinates department activities with those of other departments and divisions, agencies, and private groups as appropriate.

Represents the department at City Council, Commission, Board, other City, and community meetings; may serve on various committees, boards, and commissions as appropriate.

City of Oroville

Receives and responds to public inquiries, requests for assistance and complaints regarding department projects and activities.

Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.

Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

MINIMUM QUALIFICATIONS

Knowledge of:

Departmental policies, procedures and standards related to public works maintenance and construction projects.

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

Administrative principles and methods, including goal setting and planning.

Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Principles and practices of **civil—engineering**, land development, flood plain management, emergency management, airport operations as applied to the design, construction and maintenance of public facilities and technical inspection services.

Modern principles, practices, techniques, equipment, materials, and tools used in public works construction / maintenance projects and daily operations.

Safe and proper operation of heavy construction equipment.

Research methods and sources of information related to public works operations.

Principles of supervision, training, and performance evaluation.

Budget preparation and administration practices.

Principles and practices of modern office management, communications and effective employee and public relations.

Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.

City of Oroville

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Ability to:

Interpret, analyze, and apply pertinent federal, state, and local laws, codes, ordinances, rules, and regulations pertaining to department administration and operations.

Develop, implement, and interpret goals, objectives, policies, procedures, and work standards.

Analyze complex problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Read and understand complex plans, specifications, and blueprints.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations, and standard construction practices.

Exercise sound, independent judgment within general policy guidelines.

Select, supervise, train, and evaluate staff.

Prepare and administer a comprehensive budget.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Prepare, verify, analyze, and reconcile complex records, reports, and recommendations.

Establish and maintain effective working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion and facilitate the resolution of difficult political and controversial issues related to Public Works plans and projects.

Represent the City effectively in meetings with others.

City of Oroville

Interpret complex departmental projects and programs to the public.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Experience:

Minimum of 7-10 years municipal administrative experience with significant exposure to public works operations and maintenance and capital projects administration.

Education:

Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, civil engineering, or closely related field. A Master's degree is desirable.

Additional Requirements:

~~Registration as a Professional Civil Engineer by the State of California~~

Possession of a valid California driver's license.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals, vibration. Worker frequently works past normal office hours for meetings and other events.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work primarily in an office environment; some outdoor work is required in the inspection of various land use developments, construction sites and public works facilities. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; lift and/or move up to 25 pounds occasionally; use hands to finger, handle, feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

City of Oroville

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

City of Oroville

DIRECTOR OF PUBLIC WORKS

DEFINITION

To plan, coordinate, direct and review the operations and activities of the Department of Public Works, including: construction and maintenance of parks, museums, streets, storm drains, sewer systems and public utilities; municipal airport, engineering, City buildings, equipment, and fleet maintenance; to ensure departmental compliance with all applicable laws, regulations, and standards; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Administrator and policy direction from the Mayor and City Council.

Exercises direct supervision over departmental staff.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Plans, directs, reviews, and evaluates the activities, programs, and projects of the Department of Public Works.

Acts as technical advisor to the City Council, City Administrator and department staff on operations and maintenance items.

Prepares and administers the departmental budget and ensure the accomplishment of departmental objectives within budget restrictions.

Develops and implements policies, procedures, goals, objectives, priorities, and work standards for the department.

Interprets and ensures department compliance with all federal, state, and local laws and regulations, City policies and procedures, and standards of quality and safety.

Establishes, within City policy, appropriate service and staffing levels; allocates resources accordingly.

Selects, assigns, supervises, motivates, and evaluates the performance of department personnel; provides for staff training and development opportunities; implements disciplinary and termination processes.

Reviews and evaluates reports of subordinate staff for accuracy, completeness and compliance with departmental policies and procedures; determines and monitors follow-up actions required.

Approved by Council:

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City of Oroville

Directs and reviews the work of contract consultants providing assistance to the department; reviews or prepares related requests for proposals and contracts.

Develops and manages the department budget; monitors and approves all purchase / payment orders; prepares and administers grants for special programs and projects.

Identifies City needs and priorities for specific public works projects; develops and updates short- and long-range goals and capital improvement plans.

Conducts or directs analytical studies; develops and reviews reports of findings, alternatives and recommendations for the maintenance and improvement of City public works services; prepares and directs the preparation of a variety of periodic and special reports regarding departmental activities.

Prepares or participates in the review and/or approval of public improvement plans, **capital improvement plans**, specifications, standards, and estimates; encroachment, transportation, grading, drainage, and flood plain permits; land development conditions of approval and associated agreements; land development maps, deeds, and other documents, including acceptance of public right-of-way dedications to the City by deeds.

Inspects and evaluates public and private improvement projects and public safety concerns.

Serves as Flood Plain Administrator.

Oversees the Airport Manager, airport property, and lease/rental agreements.

Ensures the availability of adequate equipment, vehicles, materials and supplies for Public Works projects.

Confers with and provides professional and technical assistance to City Council, City Administrator and other staff on matters related to Public Works functions.

Coordinates department activities with those of other departments and divisions, agencies, and private groups as appropriate.

Represents the department at City Council, Commission, Board, other City, and community meetings; may serve on various committees, boards, and commissions as appropriate.

Receives and responds to public inquiries, requests for assistance and complaints regarding department projects and activities.

Approved by Council:

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City of Oroville

Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.

Performs general administrative work as assigned, including but not limited to conducting and attending meetings, assisting customers, researching files, scheduling appointments, reviewing correspondence, etc.

MINIMUM QUALIFICATIONS

Knowledge of:

Departmental policies, procedures and standards related to public works maintenance and construction projects.

Pertinent federal, state, and local laws, regulations, codes, and ordinances.

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Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.

Principles and practices of land development, flood plain management, emergency management, airport operations as applied to the design, construction and maintenance of public facilities and technical inspection services.

Modern principles, practices, techniques, equipment, materials, and tools used in public works construction / maintenance projects and daily operations.

Safe and proper operation of heavy construction equipment.

Research methods and sources of information related to public works operations.

Principles of supervision, training, and performance evaluation.

Budget preparation and administration practices.

Principles and practices of modern office management, communications and effective employee and public relations.

Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.

Methods of letter writing and report preparation.

English usage, spelling, grammar, and punctuation.

Approved by Council:

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City of Oroville

Safe work practices.

Ability to:

Interpret, analyze, and apply pertinent federal, state, and local laws, codes, ordinances, rules, and regulations pertaining to department administration and operations.

Develop, implement, and interpret goals, objectives, policies, procedures, and work standards.

Analyze complex problems, identify alternative solutions, determine consequences of proposed actions, and implement recommendations in support of goals.

Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Read and understand complex plans, specifications, and blueprints.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, specifications, regulations, and standard construction practices.

Exercise sound, independent judgment within general policy guidelines.

Select, supervise, train, and evaluate staff.

Prepare and administer a comprehensive budget.

Perform required mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Prepare, verify, analyze, and reconcile complex records, reports, and recommendations.

Establish and maintain effective working relationships with those contacted in the course of work.

Gain cooperation through discussion and persuasion and facilitate the resolution of difficult political and controversial issues related to Public Works plans and projects.

Represent the City effectively in meetings with others.

Interpret complex departmental projects and programs to the public.

City of Oroville

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Experience:

Minimum of 7-10 years municipal administrative experience with significant exposure to public works operations and maintenance and capital projects administration.

Education:

Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, civil engineering, or closely related field. A Master's degree is desirable.

Additional Requirements:

Possession of a valid California driver's license.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, humidity, heights, fumes, dusts, odors, toxic or caustic chemicals, vibration. Worker frequently works past normal office hours for meetings and other events.

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