

# CITY OF CRESCENT CITY

Mayor Blake Inscore  
Council Member Alex Fallman  
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime  
Council Member Jason Greenough

AGENDA  
REGULAR CITY COUNCIL MEETING  
FLYNN CENTER  
981 H STREET  
CRESCENT CITY, CA 95531

**MONDAY**

**AUGUST 5, 2019**

**6:00 P.M.**

*Notice Regarding Americans with Disabilities Act: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the City Clerk's office at (707)464-7483 ext. 223. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA Title II] For TTYDD use for speech and hearing impaired, please dial 711. A full agenda packet may be reviewed at City Hall, 377 J Street, Crescent City, CA or on our website: [www.crescentcity.org](http://www.crescentcity.org)*

**NOTE: THE CLOSED SESSION BEGINS AT 5:00 p.m. FOLLOWED BY THE OPEN SESSION MEETING AT 6:00 p.m.**

## **CLOSED SESSION**

Call to order  
Roll call

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

- Conference with Legal Counsel: Existing Litigation (Govt. Code § 54956.9(d)) City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Patrick M. Barry, Trustee of the Patrick M Barry Trust Dated October 2, 2009 v. City of Crescent City, inclusive Del Norte County Superior Court Case No. CVUJ-18-1287, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.)
- Conference with Real Property Negotiators (Gov. Code Section 54956.8): Property: APNs: 118-100-22, 118-100-15; Agency Negotiator: Eric Wier
- Conference with Legal Counsel: Potential Litigation (Govt. Code § 54956.9(d)(4)): 11 cases

## OPEN SESSION

Call to order  
Roll call  
Pledge of Allegiance

### REPORT OUT OF CLOSED SESSION

### PUBLIC COMMENT PERIOD

*Any member of the audience is invited to address the City Council on any matter that is within the jurisdiction of the City of Crescent City. Comments of public interest or on matters appearing on the agenda are accepted. Note, however, that the Council is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action, which may include placement on a future agenda. All comments shall be directed toward the entire Council. Any comments that are not at the microphone are out of order and will not be a part of the public record. After receiving recognition from the Mayor, please state your name and city or county residency for the record. Public comment is limited to three (3) minutes. The public is additionally allotted three minutes each in which to speak on any item on the agenda prior to any action taken by the Council.*

### CEREMONIAL ITEMS - None

### REPORTS AND PRESENTATIONS

#### 1. BUILD Grant Presentation

### CONSENT CALENDAR

#### 2. Regular Council Meeting Minutes

- Recommendation: Approve the July 15, 2019 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

#### 3. Warrant Claims List

- Recommendation: Receive and file the warrant claims list for the period July 6, 2019 through July 26, 2019. (Finance Director)*

#### 4. Payroll Report

- Recommendation: Receive and file the biweekly payroll report for the period ending July 20, 2019 paid July 26, 2019. (Finance Director)*

#### 5. Internal Budget Amendment for Family Resource Center of the Redwoods for Food Pantry Services Funded Under 16-Cdbg-11136

- Recommendation: Approve request from Family Resource Center of the Redwoods to amend its operating budget funded under grant 16-CDBG-11136 to reallocate funding from personnel into additional rent and food costs. (Finance Director)*

#### 6. California Redwoods Art Association – 2<sup>nd</sup> St Art Gallery Cultural Center Fee Waiver Request

- Recommendation: Waive the fees for the use of the Cultural Center by the California Redwoods Art Association – 2nd Street Gallery for the Florence Keller Annual Art Show on September 9th through September 15th based on the finding that the waiver*

of fees is not a gift of public funds because supporting California Redwoods Art Association events serves a public purpose by offering free public access to art, supporting community involvement in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show. (Recreation and Events Coordinator Director)

- Motion to waive the fees for the use of the Cultural Center by the California Redwoods Art Association for an art show from September 9, 2019 to September 15, 2019, based on the finding that the waiver is not a gift of public funds because the use of the facility is supporting California Redwoods Art Association event that serves a public purpose by offering free public access to art, supporting community involvement in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show.

**7. Request From 1600 Northcrest, LLC to Subordinate Connection Fee Payment Agreement**

- Recommendation: Approve request from 1600 Northcrest, LLC to subordinate its connection fee payment agreement and authorize the City Manager to execute necessary documents. (Finance Director)

**8. Subrecipient Agreement with Arcata EDC to Provide Microenterprise Technical Assistance Under Grant #16-CDBG-11136**

- Recommendation: Approve Subrecipient Agreement with Arcata EDC to provide Microenterprise Technical Assistance and authorize the City Manager to execute the Agreement. (Finance Director)

**PUBLIC HEARINGS - None**

**CONTINUING BUSINESS - None**

**NEW BUSINESS**

**9. Grant Funding Application for Rehabilitation of the Amador Water Storage Tank Submitted by the Elk Valley Rancheria**

- Recommendation: Hear staff report
- Take public comment
- Approve the application for grant funding submitted by Elk Valley Rancheria on behalf of the City of Crescent City to rehabilitate the Amador Water Storage Tank. (City Manager)

**10. Economic Development Business Loan Study**

- Recommendation: Hear staff report
- Take public comment
- Approve Economic Development Business Loan Study funded under grant 16-CDBG-11136 (Finance Director)

**11. Request for Proposals for City Economic Development Strategic Action Plan**

- Recommendation: Hear staff report
- Take public comment

- Approve and authorize staff to issue Request for Proposals for City Economic Development Strategic Action Plan
- Adopt Resolution 2019-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY (Finance Director)

**12. Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) for Operations, Maintenance, and Management of the Crescent City WWTP**

- Recommendation: Hear staff report
- Take public comment
- Approve and authorize Mayor to sign Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) for the operations, maintenance, and management of the Crescent City WWTP, contingent upon finalizing language regarding insurance
- Adopt Resolution 2019-34, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY (Finance Director/Public Works Director)

**13. Letter of Support Request from the Del Norte Trail Alliance**

- Recommendation: Hear staff report
- Take public comment
- Consider and approve a letter of support for the Hurdygurdy Mountain Bike Trail from the Del Norte Trail Alliance. (City Manager)

**CITY COUNCIL ITEMS**

- **Legislative Matters** – Consider miscellaneous legislative matters pertinent to the City of Crescent City. Authorize the Mayor to sign the appropriate letters and/or positions with respect to such matters.
- **City Manager Report and City Council Directives** - Pursuant to Crescent City Municipal Code § 2.08.200, the City Council may instruct the city manager on matters of importance to the administrative services of the City and provide direction with respect to subordinates of the City Manager. (Directives from individual Council Members that are not objected to by any member present shall be considered an order of the City Council.)
  - City Website Update – Appointment of Ad Hoc Committee
- **Reports, Concerns, Referrals, Council travel and training reports** – In accordance with Gov't Code § 54954.2(a), City Council Members may make brief announcements or brief reports on their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

**ADJOURNMENT**

**\*\*\*Adjourn to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, August 19, 2019 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.**

**POSTED:**

August 2, 2019  
/s/ Robin Patch

***Vision:***

The City of Crescent City will continue to stand the test of time and promote quality of life and community pride for our residents, businesses and visitors through leadership, diversity, and teamwork.

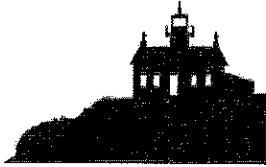
***Mission:***

The purpose of our city is to promote a high quality of life, leadership and services to the residents, businesses, and visitors we serve. The City is dedicated to providing the most efficient, innovative and economically sound municipal services building on our diverse history, culture and unique natural resources.

***Values:***

Accountability  
Honesty & Integrity  
Excellent Customer Service  
Effective & Active Communication  
Teamwork  
Fiscally Responsible

# BUILD GRANT PRESENTATION



# CITY OF CRESCENT CITY

Mayor Blake Inscore  
Council Member Alex Fallman  
Council Member Isaiah Wright

Mayor Pro Tem Heidi Kime  
Council Member Jason Greenough

MINUTES  
REGULAR CITY COUNCIL MEETING  
FLYNN CENTER  
981 H STREET  
CRESCENT CITY, CA 95531

MONDAY

JULY 15, 2019

6:00 P.M.

## CLOSED SESSION

**Call to order** Mayor Blake Inscore called the closed session to order at 5:04 p.m.

**Roll call** Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore  
Staff present: City Manager Eric Wier and Deputy City Attorney Autumn Luna

## ANNOUNCEMENT OF CLOSED SESSION ITEMS

- **Conference with Legal Counsel:** Existing Litigation (Govt. Code § 54956.9(d)) City v. Kap Soo Jeong, et al. Del Norte County Superior Court Case No. CVUJ-18-1020, Stephen Wakefield v. City of Crescent City and Golden State Risk Management Authority, WCAB Case No. ADJ11260796, Patrick M. Barry, Trustee of the Patrick M Barry Trust Dated October 2, 2009 v. City of Crescent City, inclusive Del Norte County Superior Court Case No. CVUJ-18-1287, Martin v. City of Crescent City, Del Norte County Superior Court Case No. CVUJ-18-1219, and Alice Brown v. State of California, et al., Case No. CV-18-7826 (US Dist. Ct.)
- **Conference with Real Property Negotiators** (Gov. Code Section 54956.8): Property: APNs: 118-100-22, 118-100-15, 118-050-004, 118-050-042; Agency Negotiator: Eric Wier
- **Conference with Legal Counsel:** Potential Litigation (Govt. Code § 54956.9(d)(4)): 11 cases

The closed session was adjourned at 5:56 p.m.

## OPEN SESSION

**Call to order** Mayor Inscore called the meeting to order at 6:03 p.m.

**Roll call** Council Members present: Council Member Alex Fallman, Council Member Jason Greenough, Council Member Isaiah Wright, Mayor Pro Tem Heidi Kime, and Mayor Blake Inscore  
Staff present: City Manager Eric Wier, Deputy City Attorney Autumn Luna, Human Resources Administrator Sunny

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Valero, City Clerk/Administrative Analyst Robin Patch,  
Public Works Director Jon Olson, Interim Fire Chief Bill  
Gillespie and Police Chief Ivan Minsal

**Pledge of Allegiance** led by Mayor Pro Tem Kime

### **REPORT OUT OF CLOSED SESSION**

Deputy City Attorney Luna reported there were no actions taken on closed session items.

### **PUBLIC COMMENT PERIOD**

*The following citizens addressed the Council:*

Eileen Cooper: spoke about the money allotted for homelessness by the State and encouraged the City to seek funding to have a homeless shelter built.

Linda Sutter: spoke regarding the A St. Clinic location not being demolished as discussed and blight downtown.

Allen Orton: spoke about his delinquent sewer bill; was directed to also speak during the public hearing.

### **CEREMONIAL ITEMS - None**

### **REPORTS AND PRESENTATIONS**

#### **1. Wildfire Mitigation Presentation**

Monte Mendenhall, Pacific Power Regional Business Manager, gave a presentation on Wildfire Mitigation. The presentation included a map of the elevated fire threat areas and the plan for the proposed de-energization to be used in cases of high fire risk areas. There will be proactive shutoffs in those areas as well, Crescent City will not be affected.

### **CONSENT CALENDAR**

#### **2. Regular Council Meeting Minutes**

- Recommendation: Approve the July 1, 2019 regular meeting minutes of the City Council. (City Clerk/Administrative Analyst)*

#### **3. Warrant Claims List**

- Recommendation: Receive and file the warrant claims list for the period June 22, 2019 through July 5, 2019. (Finance Director)*

#### **4. Payroll Report**

- Recommendation: Receive and file the biweekly payroll report for the period ending July 6, 2019 paid July 12, 2019. (Finance Director)*

#### **5. Modification of the Wastewater Treatment Facility Operator Retention Incentive Program**

- Adopt Resolution No. 2019-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING A RETENTION INCENTIVE PROGRAM FOR WWTP OPERATORS. (Public Works Director)*



On a motion by Council Member Greenough, seconded by Mayor Pro Tem Kime, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted the consent calendar consisting of items 2-5 as presented.

## **PUBLIC HEARINGS**

### **6. Delinquent Sewer-Only Accounts**

- Recommendation: Open public hearing*
- Receive staff report*
- Receive public comments*
- Close public hearing*
- City Council may revise, change, reduce, or modify any change, or may overrule any or all objections*
- Adopt Resolution No. 2019-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY DETERMINING THE AMOUNT OF DELINQUENT SEWER CHARGES FOR CERTAIN PARCELS OF PROPERTY AND AUTHORIZING THE COLLECTION THEREOF. (Finance Director)*

*Mayor Inscore opened the public hearing at 6:18 p.m.*

City Manager Wier presented the Delinquent Sewer-Only Accounts and advised the Council that this pertains to sewer customers that have at least 2 months of sewer charges. The packet shows a list with the amount of \$17,046.97, however the updated amount is \$15,497.25 as some people on the list have come in and resolved their balance. When it comes to customers with both water and sewer service, the water service is suspended for non-payment. For sewer-only customers, delinquent balances are placed on the property tax roll of the property owner once per year. In regards to Mr. Orton, there is a sewer dye test that should be conducted to determine if he is or is not a sewer customer. There is record predating the deadline for Mr. Orton that will allow for an exception in his case regarding placement on his tax roll.

Linda Sutter: has the list been verified that those listed are actually sewer customers. Wants to know how the City contacts the property owners.

Allen Orton: asks the Council what the next step is in regards to his sewer bill; he has a septic tank. *Mr. Orton was advised that a sewer dye test will need to be done and the City will coordinate a time to come to the property to have it performed.*

*Mayor Inscore closed the public hearing at 6:24 p.m.*

Council Member Greenough asked how long the dye test will take to do; City Manager Wier explained that it is a quick test, just need to coordinate a time with the property owner. There was discussion at a Council level on whether or not this item can be postponed for two weeks to allow the test to be done or if this can be brought back as an individual item for this particular property; Deputy City Attorney Luna explained there would need to be a new public hearing and publication of the public hearing. City Manager Wier explained the deadline necessary to get the list to the County to be placed on the tax rolls and that the list cannot be postponed. However, the list could be approved without Mr. Orton's property and if it is determined that he has sewer service, it can be placed on next year's tax rolls. The Council concurred that moving forward without Mr. Orton's piece would be fair and prudent.

*On a motion by Council Member Greenough, seconded by Council Member Fallman, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City approved removing Mr. Allen Orton, Jr., 300 E Washington Blvd, from the delinquent sewer list pending investigation.*

*On a motion by Council Member Fallman, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution No. 2019-29, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY DETERMINING THE AMOUNT OF DELINQUENT SEWER CHARGES FOR CERTAIN PARCELS OF PROPERTY AND AUTHORIZING THE COLLECTION THEREOF.*

#### **CRESCENT CITY HOUSING AUTHORITY**

*(No meeting as there are no items to discuss)*

#### **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**

*(No meeting as there are no items to discuss)*

#### **CONTINUING BUSINESS - None**

#### **NEW BUSINESS**

#### **7. Amendment to Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) to Provide Wastewater Operators to Fill Short-Term On-Call City Needs**

- Recommendation: Hear staff report*
- Receive public comment*
- Consider and adopt Resolution No. 2019-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY*
- Approve and authorize the City Manager to sign Amendment No. 1 to the Professional Services Agreement Amendment with Operations Management International, Inc. increasing the not to exceed amount of \$50,000 (for an estimated one month of service) to \$165,000 for three months of service for on-call as-needed Wastewater Treatment operations staff. (Public Works Director)*

City Manager Wier reminded the Council that on June 17<sup>th</sup>, the Council approved having Jacobs Engineering help with the WWTP operations until contract operations commence. The original agreement carried us over until today and it is the intention of staff to have the contract brought before the Council at the first meeting in September for contract operations of the WWTP. To get us through this point, we are looking to increase the not-to-exceed amount of the agreement from \$50,000 to \$165,000 to get to the September start date. Mayor Inscore stated that this is not as big of a hit as it feels like as with the resignation of the CPO, those salary/benefits are not currently being paid. City Manager Wier stated further that there are currently 5 vacancies in the Sewer Fund. An operator from Jacobs Engineering in Clovis came to work at our WWTP and it was a benefit to staff.

*On a motion by Council Member Fallman, seconded by Mayor Pro Tem Kime, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City adopted Resolution No. 2019-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY.*

*On a motion by Council Member Fallman, seconded by Council Member Wright, and carried unanimously on a 5-0 polled vote, the City Council of the City of Crescent City authorized the City Manager to sign Amendment No. 1 to the Professional Services Agreement Amendment with*

*Operations Management International, Inc. increasing the not to exceed amount of \$50,000 (for an estimated one month of service) to \$165,000 for three months of service for on-call as-needed Wastewater Treatment operations staff.*

## **CITY COUNCIL ITEMS**

### ➤ **Legislative Matters –**

1. SB 266 (Leyva) Public Employees' Retirement System: Disallowed compensation: benefit adjustments – letter of opposition

Council Member Fallman stated it is a prudent decision to have a letter of opposition written; Mayor Inscore stated his biggest concern is that the full responsibility will go back to the City for disallowed benefits; Council Member Greenough stated it was perplexing that this would move forward when not allowed, supports letter of opposition.

*There was unanimous consensus of the Council to send a letter in opposition to SB 266.*

2. SB 330 (Skinner) Housing Crisis Act of 2019 – letter of opposition

Mayor Inscore stated that although this bill does not affect the City, the League has asked for us to weigh in on this item. This particular bill restricts building houses near rail stops. Council Member Greenough stated that it seems to be an ongoing discussion on the State level to take away local enforcement; this takes away sovereignty and feels we should be in opposition. Mayor Pro Tem Kime stated that since we don't have a rail system, does not feel it is necessary to send a letter of opposition. Mayor Inscore stated that money should be put back into the municipalities to spur growth and buildings instead of superseding local authority.

*There was unanimous consensus of the Council to send a letter in opposition to SB 330.*

### ➤ **City Manager Report and City Council Directives –**

- City Manager Wier reported to the Council that the BUILD Grant application was submitted yesterday afternoon. There is a great partnership with Elk Valley Rancheria (EVR). The grant is for \$15,798,057.00 for Front Street reconstruction and in conjunction with the CDBG project, will make a huge difference.
- Another partnership with EVR – through the Bureau of Reclamation, EVR has applied for a grant to fund Wastewater and water projects. The rehab of the Amador Tank was on the application and submitted.
- 4<sup>th</sup> of July – everything went well, atmosphere was calm, Beachfront Park was full of citizens; both Police Chief Minsal and Fire Chief Gillespie handled all calls efficiently.

### ➤ **Reports, Concerns, Referrals, Council travel and training reports –**

**Council Member Greenough:** walked in the 4<sup>th</sup> of July parade and attended the Veterans Monument Dedication Ceremony

**Council Member Wright:** walked the 4<sup>th</sup> of July parade with his son, the Yurok word of the day is: "pop-sew" meaning "bread"; attended the 2x2 Fire meeting to work on the Master Plan, and attended Veterans Monument Dedication Ceremony

**Council Member Fallman:** attended the Local Transportation Commission (LTCo) meeting, the 4<sup>th</sup> of July parade, and attended the Veterans Monument Dedication Ceremony

**Mayor Pro Tem Kime:** attended the Veterans Monument Dedication Ceremony

**Mayor Inscore:** attended the LTCo meeting, 2x2 Fire meeting, and announced he will be leaving for Japan this week with the delegation.

**ADJOURNMENT**

There being no further business to come before the Council, Mayor Inscore adjourned the meeting at 7:00 p.m. to the regular meeting of the City Council of the City of Crescent City scheduled for Monday, August 5, 2019 at 6:00 p.m. at the Flynn Center, 981 H Street, Crescent City, CA 95531.

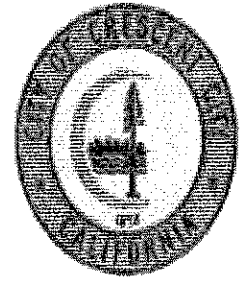
**ATTEST:**

\_\_\_\_\_  
Robin Patch  
City Clerk/Administrative Analyst

# Accounts Payable

## Checks by Date - Summary by Check Number

User: crawlings  
 Printed: 7/29/2019 8:52 AM



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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	EDDTAX	State of California EDD TAX Auto Pay	07/12/2019	0.00	6,098.08
ACH	FITTAX	FIT Payroll Taxes Auto Pay	07/12/2019	0.00	24,160.62
ACH	PERS2	Public Emp Retirement Sys	07/12/2019	0.00	24,947.48
434203	ARBA	Grentz TPA Insurance Administrators, Inc.	07/12/2019	0.00	1,172.00
434204	WAMUTU	Crescent City Employees Association	07/12/2019	0.00	85.00
434205	CCPOLI	Crescent City Police Officer's Association	07/12/2019	0.00	520.00
434206	ICMARE	Icma Retirement Trust-457	07/12/2019	0.00	3,645.02
434207	MYERSS	Myers-Stevens & Toohey Co, Inc	07/12/2019	0.00	115.50
434208	NCHEAL	Northcoast Health Screen.	07/12/2019	0.00	120.00
434209	CAPLIVE	Secure Screening Solutions, Inc	07/12/2019	0.00	66.00
434210	ZCAJUSTA	ST CA Dept Of Justice	07/12/2019	0.00	96.00
434211	ATTClts	A T & T	07/12/2019	0.00	103.18
434212	APPLYALI	Apply-A-Line, Inc.	07/12/2019	0.00	5,773.50
434213	BALCHT	Tyler Balch	07/12/2019	0.00	53.25
434214	BOOKCTR	BookingCenter.com LLC	07/12/2019	0.00	150.00
434215	ZCABUILD	California Building Standards Commission	07/12/2019	0.00	36.90
434216	CAMPTO	Campton Electric Inc	07/12/2019	0.00	9.37
434217	COOPERJ	Jonathan Cooper	07/12/2019	0.00	177.50
434218	CACEHA	Crescent Ace Hardware	07/12/2019	0.00	6,073.18
434219	CURRYE	Curry Equipment	07/12/2019	0.00	75.24
434220	DNOFFI	Del Norte Office Supply	07/12/2019	0.00	690.25
434221	DNSOLI	Del Norte Solid Waste	07/12/2019	0.00	394.72
434222	ZCACONS	Dept Of Conservation	07/12/2019	0.00	75.67
434223	FERGUS	Ferguson Enterprises, Inc #3011	07/12/2019	0.00	3,640.68
434224	FRESWATE	Freshwater Environmental Services	07/12/2019	0.00	2,280.00
434225	RODRIGUZ	Gilberto Gil-Rodriguez	07/12/2019	0.00	13.94
434226	BFFDEL	Ernie & Cheri Hardaway	07/12/2019	0.00	60.00
434227	DIVERS	Hub International	07/12/2019	0.00	130.10
434228	RECALL	Iron Mountain	07/12/2019	0.00	68.85
434229	TOWN&COI	Jacobson and Miller PC	07/12/2019	0.00	305.00
434230	LESSCH	Les Schwab Tire Co	07/12/2019	0.00	128.32
434231	LEXISNEX	Lexis Nexis Risk Solutions	07/12/2019	0.00	200.00
434232	MENDES	Mendes Supply Company	07/12/2019	0.00	912.65
434233	MEYERSPO	Meyers Police K-9 Training, LLC	07/12/2019	0.00	600.00
434234	MISSIO	Mission Uniform & Linen	07/12/2019	0.00	15.38
434235	MORJON	Mor-Jon Inc	07/12/2019	0.00	344.24
434236	NCLAB	North Coast Laboratories	07/12/2019	0.00	264.00
434237	PARKWA	Parkway Feed	07/12/2019	0.00	85.89
434238	QUILLC	Quill Corporation	07/12/2019	0.00	45.13
434239	STOVER	Stover Engineering	07/12/2019	0.00	34,877.29
434240	TIDEWA	Tidewater Contractors Inc	07/12/2019	0.00	430.00
434241	TWOGUY	Two Guys	07/12/2019	0.00	97.81
434242	CALCARDS	US Bank Corporate Pmt Systems	07/12/2019	0.00	9,441.48
434243	UB*04835	AVERY AMASIU	07/12/2019	0.00	79.54
434244	BURTONS	Burton's Fire	07/12/2019	0.00	53.30
434245	UB*04831	ARDIE CAMILLO	07/12/2019	0.00	9.85
434246	CHARTEC	Charter Communication Inc	07/12/2019	0.00	724.56

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Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
434247	CAPITA	Copiers Plus	07/12/2019	0.00	140.00
434248	VERIZO2	Frontier	07/12/2019	0.00	2,867.97
434249	UB*04833	SUSIE HACKETT	07/12/2019	0.00	59.24
434250	HITECHSE	Hi-Tech Security	07/12/2019	0.00	3,893.88
434251	IACPNE	Iacp Net	07/12/2019	0.00	525.00
434252	UB*04830	JUSTIN KINNEY	07/12/2019	0.00	35.00
434253	UB*04838	MANDYE ANNA MASTAGLIO	07/12/2019	0.00	100.00
434254	UB*04839	SANDRA MORENO	07/12/2019	0.00	250.00
434255	UB*04837	JIM NELSON	07/12/2019	0.00	164.37
434256	UB*04832	ALGER OMONGOS	07/12/2019	0.00	39.15
434257	OTIS E	Otis Elevator Company Inc	07/12/2019	0.00	336.54
434258	UB*04829	ROBINSON BROTHERS CONSTRUCTI	07/12/2019	0.00	723.15
434259	UB*04834	TANNER SCHULTZ	07/12/2019	0.00	78.24
434260	ZSWRCSR	SRF Accounting Office	07/12/2019	0.00	1,500,000.00
434261	UB*04836	TAYLOR SWEAT	07/12/2019	0.00	80.88
434262	CALCARDS	US Bank Corporate Pmt Systems	07/12/2019	0.00	3,089.38
434263	WOODT	Tara Wood	07/12/2019	0.00	94.00
434264	INSCOREB	Blake Inscore	07/17/2019	0.00	107.10
434265	SPRING	Accela, Inc.	07/19/2019	0.00	1,639.80
434266	ADAMSASE	Adams Ashby Group	07/19/2019	0.00	3,200.00
434267	ALLSTAF	Allstar Fire Equipment	07/19/2019	0.00	9,981.33
434268	AUTOZONE	Auto Zone	07/19/2019	0.00	154.78
434269	BATTSYS	Battery Systems	07/19/2019	0.00	103.89
434270	BAYVW	Bay View Inn	07/19/2019	0.00	8,173.45
434271	CRENNE	C Renner Petroleum Inc	07/19/2019	0.00	52.37
434272	REDWOODI	CA Redwood Arts Association	07/19/2019	0.00	42.00
434273	ZCAEQUA1	Cal Dept of Tax and Fee Admin	07/19/2019	0.00	1,431.00
434274	CITYTR	City Treasurer	07/19/2019	0.00	49.00
434275	CURRYE	Curry Equipment	07/19/2019	0.00	122.53
434276	DNCOUN	D N Co Unified School Dst	07/19/2019	0.00	2,077.10
434277	DNCBOS	Del Norte County	07/19/2019	0.00	225.00
434278	DNOFFI	Del Norte Office Supply	07/19/2019	0.00	425.68
434279	MISSVS	Virginia Delatorre	07/19/2019	0.00	410.00
434280	ENOSFRAN	Francis Enos	07/19/2019	0.00	3,262.50
434281	G3ENG	G3 Engineering Inc	07/19/2019	0.00	5,352.52
434282	GRAING	Grainger	07/19/2019	0.00	107.52
434283	INDUSTE	Industrial Electric Arcata Inc	07/19/2019	0.00	223.01
434284	INFOSEND	Infosend, Inc.	07/19/2019	0.00	2,802.36
434285	LNCURT	L N Curtis & Sons	07/19/2019	0.00	22,593.74
434286	MENDES	Mendes Supply Company	07/19/2019	0.00	47.48
434287	MISSIO	Mission Uniform & Linen	07/19/2019	0.00	18.50
434288	MORRISON	Morrison and Company Consulting, Inc.	07/19/2019	0.00	4,194.00
434289	OREILLY	Ozark Automotive Dis. Inc.	07/19/2019	0.00	130.13
434290	PACPOW	Pacific Power	07/19/2019	0.00	34,563.86
434291	PNDENGIN	PND Engineers, Inc.	07/19/2019	0.00	5,310.78
434292	RAWLINGS	Christa Rawlings	07/19/2019	0.00	33.16
434293	STOVER	Stover Engineering	07/19/2019	0.00	450.00
434294	UNIVAR	Univar USA Inc.	07/19/2019	0.00	5,385.65
434295	CALCARDS	US Bank Corporate Pmt Systems	07/19/2019	0.00	5,938.94
434296	WINTERSS	Savannah Winters	07/19/2019	0.00	113.60
434297	YOUNGM	Michael J Young	07/19/2019	0.00	3,550.00
434298	ZUMAR	Zumar	07/19/2019	0.00	1,112.68
434299	ZCABUIL	Ca Building Officials	07/19/2019	0.00	215.00
434300	CAPITA	Copiers Plus	07/19/2019	0.00	600.00
434301	CURRYE	Curry Equipment	07/19/2019	0.00	239.70
434302	DNCOC2	D N Co Dept Inform Tech	07/19/2019	0.00	456.63
434303	DAYWIR	Day Wireless Systems Inc	07/19/2019	0.00	45.86

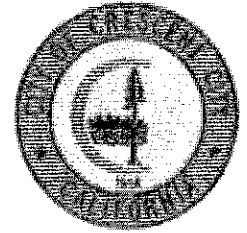
Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
434304	DNOFFI	Del Norte Office Supply	07/19/2019	0.00	56.71
434305	MISSVS	Virginia Delatorre	07/19/2019	0.00	410.00
434306	HITECHSE	Hi-Tech Security	07/19/2019	0.00	707.88
434307	BESTSTOR	Brian Iorg	07/19/2019	0.00	130.00
434308	MENDES	Mendes Supply Company	07/19/2019	0.00	191.54
434309	MISSIO	Mission Uniform & Linen	07/19/2019	0.00	18.50
434310	MOUNTAIN	Mountain States Consulting, LL	07/19/2019	0.00	1,500.00
434311	HASLER	Neopost USA Inc.	07/19/2019	0.00	140.63
434312	OREILLY	Ozark Automotive Dis. Inc.	07/19/2019	0.00	227.51
434313	CALCARDS	US Bank Corporate Pmt Systems	07/19/2019	0.00	1,562.69
434314	APPLIEDC	Applied Concepts, Inc.	07/26/2019	0.00	201.60
434315	BERTSC	Bertsch-Oceanview Csd	07/26/2019	0.00	6,836.65
434316	CHURCH	Churchtree Csd	07/26/2019	0.00	481.60
434317	DAILYT	Country Media, Inc.	07/26/2019	0.00	1,118.73
434318	DNCOEN	D N Co Engineering	07/26/2019	0.00	8,776.08
434319	DNCOFL	D N Co Flood Control Dist	07/26/2019	0.00	553.40
434320	MISSVS	Virginia Delatorre	07/26/2019	0.00	780.00
434321	ELARTIS	Elk Valley Artisans	07/26/2019	0.00	500.00
434322	FAMILYRE	Family Resource Center of the Redwoods	07/26/2019	0.00	18,469.16
434323	FRANKO	Frank's Refrigeration	07/26/2019	0.00	238.00
434324	LOPEZA	Anthony Lopez	07/26/2019	0.00	359.10
434325	PEARSONA	Alex Pearson	07/26/2019	0.00	359.10
434326	RADSUP	Radiator Supply House, Inc.	07/26/2019	0.00	872.00
434327	TECHNI	Technical Systems Inc	07/26/2019	0.00	81,348.50
434328	CALCARDS	US Bank Corporate Pmt Systems	07/26/2019	0.00	209.52
434329	A&BSTO	A & B Storage & Record	07/26/2019	0.00	2,471.04
434330	UB*04849	JAMES BETTRIDGE	07/26/2019	0.00	19.10
434331	UB*04843	EMILY CATER	07/26/2019	0.00	164.37
434332	DAILYT	Country Media, Inc.	07/26/2019	0.00	103.00
434333	CURRYE	Curry Equipment	07/26/2019	0.00	12.21
434334	DNOFFI	Del Norte Office Supply	07/26/2019	0.00	41.83
434335	MISSVS	Virginia Delatorre	07/26/2019	0.00	780.00
434336	ENGLUN	Englund Marine Supply Co.	07/26/2019	0.00	63.93
434337	FASTENAL	Fastenal Company	07/26/2019	0.00	203.63
434338	VERIZO2	Frontier	07/26/2019	0.00	29.50
434339	GRAING	Grainger	07/26/2019	0.00	234.66
434340	HARPER	Harper Motors	07/26/2019	0.00	51.31
434341	INDUSTST	Industrial Steel & Supply	07/26/2019	0.00	49.67
434342	UB*04847	STACI LANUM	07/26/2019	0.00	151.90
434343	UB*04850	RAYMOND MC QUILLEN	07/26/2019	0.00	155.30
434344	UB*04848	GARY MC VAY	07/26/2019	0.00	250.00
434345	NANMCK	Nan Mckay & Assoc., Inc	07/26/2019	0.00	349.00
434346	UB*04840	MARTIN NELSON	07/26/2019	0.00	250.00
434347	UB*04846	MARGARET & ROGER NIESEN	07/26/2019	0.00	164.37
434348	UB*04845	RHYN NOLL	07/26/2019	0.00	59.24
434349	OFFICEDE	Office Depot	07/26/2019	0.00	147.79
434350	OREILLY	Ozark Automotive Dis. Inc.	07/26/2019	0.00	3,308.80
434351	PRDIAMON	PR Diamond Products, Inc.	07/26/2019	0.00	869.00
434352	UB*04841	DANIELLE PRESTON	07/26/2019	0.00	154.62
434353	QUILLC	Quill Corporation	07/26/2019	0.00	76.28
434354	UB*04844	SAMUEL SMOLINISKY	07/26/2019	0.00	59.24
434355	THRIFT	Thrifty Supply	07/26/2019	0.00	193.97
434356	CALCARDS	US Bank Corporate Pmt Systems	07/26/2019	0.00	407.53
434357	UB*04842	RONALD WOLD	07/26/2019	0.00	78.74
434358	ZUMAR	Zumar	07/26/2019	0.00	215.69

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
Report Total (159 checks):				0.00	1,904,030.54



# Accounts Payable

7-6-19 to 7-26-19 Council



User: crawlings  
 Printed: 07/29/2019 - 8:47 AM

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Check Num	Check D	Account	Description	Amount	Selected for Vo
0	07/12/2019	610-000-2185-0000	PR Batch 00001.07.2019 State Income Tax	3,095.67	no
0	07/12/2019	610-000-2185-0000	PR Batch 00001.07.2019 State Income Tax	2,297.34	no
0	07/12/2019	610-000-2189-0000	PR Batch 00001.07.2019 Federal Income Tax	9,663.98	no
0	07/12/2019	610-000-2189-0000	PR Batch 00001.07.2019 Federal Income Tax	7,655.99	no
0	07/12/2019	610-000-2188-0000	PR Batch 00001.07.2019 Medicare Employee Portion	1,256.95	no
0	07/12/2019	610-000-2188-0000	PR Batch 00001.07.2019 Medicare Employee Portion	1,142.56	no
0	07/12/2019	610-000-2188-0000	PR Batch 00001.07.2019 Medicare Employer Portion	1,256.95	no
0	07/12/2019	610-000-2188-0000	PR Batch 00001.07.2019 Medicare Employer Portion	1,142.56	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 EE Contribution	5,303.38	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 EE Contribution	4,965.79	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 ER Contribution	6,878.28	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 ER Contribution	6,466.89	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 Service Credit Purchase	199.11	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 Service Credit Purchase	215.07	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 Survivor Benefit	26.87	no
0	07/12/2019	610-000-2187-0000	PR Batch 00001.07.2019 Survivor Benefit	27.48	no
0	07/12/2019	610-000-2187-0000	PE 07.06.19 Adjustment	38.14	no
0	07/12/2019	610-000-2185-0000	PR Batch 00111.07.2019 State Income Tax	9.93	no
0	07/12/2019	610-000-2185-0000	PR Batch 00111.07.2019 State Income Tax	15.20	no
0	07/12/2019	610-000-2189-0000	PR Batch 00111.07.2019 Federal Income Tax	58.38	no
0	07/12/2019	610-000-2189-0000	PR Batch 00111.07.2019 Federal Income Tax	89.37	no
0	07/12/2019	610-000-2188-0000	PR Batch 00111.07.2019 Medicare Employee Portion	11.26	no
0	07/12/2019	610-000-2188-0000	PR Batch 00111.07.2019 Medicare Employer Portion	17.23	no
0	07/12/2019	610-000-2188-0000	PR Batch 00111.07.2019 Medicare Employer Portion	11.26	no
0	07/12/2019	610-000-2188-0000	PR Batch 00111.07.2019 Medicare Employee Portion	17.23	no
0	07/12/2019	610-000-2187-0000	PR Batch 00111.07.2019 EE Contribution	77.61	no
0	07/12/2019	610-000-2187-0000	PR Batch 00111.07.2019 EE Contribution	77.61	no
0	07/12/2019	610-000-2187-0000	PR Batch 00111.07.2019 ER Contribution	84.96	no
0	07/12/2019	610-000-2187-0000	PR Batch 00111.07.2019 ER Contribution	84.96	no
0	07/12/2019	610-000-2187-0000	PR Batch 00111.07.2019 Survivor Benefit	0.37	no
0	07/12/2019	610-000-2187-0000	PR Batch 00111.07.2019 Survivor Benefit	0.56	no
0	07/12/2019	610-000-2185-0000	PR Batch 00222.07.2019 State Income Tax	114.88	no
0	07/12/2019	610-000-2185-0000	PR Batch 00222.07.2019 State Income Tax	565.06	no
0	07/12/2019	610-000-2189-0000	PR Batch 00222.07.2019 Federal Income Tax	262.95	no
0	07/12/2019	610-000-2189-0000	PR Batch 00222.07.2019 Federal Income Tax	1,293.41	no
0	07/12/2019	610-000-2188-0000	PR Batch 00222.07.2019 Medicare Employee Portion	23.70	no
0	07/12/2019	610-000-2188-0000	PR Batch 00222.07.2019 Medicare Employee Portion	116.57	no
0	07/12/2019	610-000-2188-0000	PR Batch 00222.07.2019 Medicare Employer Portion	23.70	no
0	07/12/2019	610-000-2188-0000	PR Batch 00222.07.2019 Medicare Employer Portion	116.57	no
0	07/12/2019	610-000-2187-0000	PR Batch 00222.07.2019 EE Contribution	112.28	no
0	07/12/2019	610-000-2187-0000	PR Batch 00222.07.2019 EE Contribution	109.44	no
0	07/12/2019	610-000-2187-0000	PR Batch 00222.07.2019 ER Contribution	140.65	no
0	07/12/2019	610-000-2187-0000	PR Batch 00222.07.2019 ER Contribution	137.10	no
0	07/12/2019	610-000-2187-0000	PR Batch 00222.07.2019 Survivor Benefit	0.16	no
0	07/12/2019	610-000-2187-0000	PR Batch 00222.07.2019 Survivor Benefit	0.77	no

Check Num	Check D	Account	Description	Amount	Selected for Vo
434203	07/12/2019	001-230-4125-0000	Jul-Dec 19 Vol FF Basic Life	1,172.00	no
434204	07/12/2019	610-000-2184-0000	PR Batch 00001.07.2019 Misc EE Association Fund	44.31	no
434204	07/12/2019	610-000-2184-0000	PR Batch 00001.07.2019 Misc EE Association Fund	40.69	no
434205	07/12/2019	610-000-2181-0000	PR Batch 00001.07.2019 CCPOA Dues	264.53	no
434205	07/12/2019	610-000-2181-0000	PR Batch 00001.07.2019 CCPOA Dues	255.47	no
434206	07/12/2019	610-000-2178-0000	Plan #300878	881.55	no
434206	07/12/2019	610-000-2178-0000	Plan #300878	1,537.82	no
434206	07/12/2019	610-000-2178-0000	Plan #300878	67.95	no
434206	07/12/2019	610-000-2178-0000	Plan #300878	67.95	no
434206	07/12/2019	610-000-2186-0000	Plan #306752	109.64	no
434206	07/12/2019	610-000-2186-0000	Plan #306752	79.25	no
434206	07/12/2019	610-000-2186-0000	Plan #306752	522.79	no
434206	07/12/2019	610-000-2186-0000	Plan #306752	378.07	no
434207	07/12/2019	001-230-4125-0000	Jul 19 Premiums	115.50	no
434208	07/12/2019	001-480-4407-0000	Pre-employment screening	80.00	no
434208	07/12/2019	412-100-4407-0000	Pre-employment screening	13.60	no
434208	07/12/2019	001-470-4407-0000	Pre-employment screening	17.60	no
434208	07/12/2019	001-480-4407-0000	Pre-employment screening	8.80	no
434209	07/12/2019	001-240-4411-0000	Cab - Evanow & Reynolds	44.00	no
434209	07/12/2019	412-100-4407-0000	Pre-employment	7.48	no
434209	07/12/2019	001-470-4407-0000	Pre-employment	9.68	no
434209	07/12/2019	001-480-4407-0000	Pre-employment	4.84	no
434210	07/12/2019	001-240-4411-0000	Cab - Evanow & Reynolds	64.00	no
434210	07/12/2019	412-100-4407-0000	Pre-employment	10.88	no
434210	07/12/2019	001-470-4407-0000	Pre-employment	14.08	no
434210	07/12/2019	001-480-4407-0000	Pre-employment	7.04	no
434211	07/12/2019	001-240-4230-0000	DOJ/CLETS line: JUNE 2019	103.18	no
434212	07/12/2019	001-364-4450-1002	Stripe various streets in accordance w/City standards	5,773.50	no
434213	07/12/2019	001-240-4530-0000	ICI Basics: meals, 6/4-6/19 (REMAINDER)	53.25	no
434214	07/12/2019	412-100-4450-0000	Website booking engine: JUNE 2019	150.00	no
434215	07/12/2019	001-251-3312-0000	Admin fees collected 4-6/2019	41.00	no
434215	07/12/2019	001-251-3312-0000	Admin fees collected 4-6/2019 retainer	-4.10	no
434216	07/12/2019	412-100-4390-0000	handy box, connector, electric tbg	9.37	no
434217	07/12/2019	001-240-4530-0000	ICI Basics: meals, 6/4-6/19	177.50	no
434218	07/12/2019	001-364-4390-1002	(20) poles for wayfinding signs	1,929.31	no
434218	07/12/2019	001-470-4390-0000	Fence material for Brother Jonathan Park	2,856.01	no
434218	07/12/2019	508-508-4390-0000	screws, nuts, bolts, levels	17.50	no
434218	07/12/2019	419-371-4390-0000	rekey, single cylinder belt	34.92	no
434218	07/12/2019	413-356-4390-3502	marker wire, plugs, vin ring	29.37	no
434218	07/12/2019	413-356-4390-3502	plugs	1.63	no
434218	07/12/2019	001-480-4340-0000	muriatic acid	123.69	no
434218	07/12/2019	412-100-4390-0000	dolly rental	16.45	no
434218	07/12/2019	412-100-4390-0000	simple green, paint	84.14	no
434218	07/12/2019	506-506-4390-0000	straps, nails, screws, pipes, waferboard	146.01	no
434218	07/12/2019	412-100-4390-0000	metal lath for birds	51.56	no
434218	07/12/2019	412-100-4390-0000	dolly rental	29.39	no
434218	07/12/2019	412-100-4390-0000	kwikset, tag	10.00	no
434218	07/12/2019	412-100-4390-0000	bathroom fan exhaust	107.36	no
434218	07/12/2019	413-353-4390-0000	bushings	0.96	no
434218	07/12/2019	001-364-4390-1002	bolts	4.62	no
434218	07/12/2019	412-100-4390-0000	fan exhaust, nail glue, screws, nuts, bolts	114.83	no
434218	07/12/2019	419-371-4390-0000	freezer bags	5.79	no
434218	07/12/2019	413-353-4390-0000	two gas cans	44.48	no
434218	07/12/2019	413-353-4390-0000	screws, nuts, bolts, levels	2.09	no
434218	07/12/2019	508-508-4390-0000	saw hole	19.34	no

Check Num	Check D	Account	Description	Amount	Selected for Vo
434218	07/12/2019	412-100-4390-0000	paint, paint brushes	118.91	no
434218	07/12/2019	412-100-4390-0000	screws, nuts, bolts, redi mix concrete	35.59	no
434218	07/12/2019	412-100-4390-0000	screws, nuts, bolts, redi mix concrete	76.67	no
434218	07/12/2019	001-480-4390-0000	screws, nuts, bolts, dowels	8.79	no
434218	07/12/2019	001-480-4340-0000	muriatic acid	30.92	no
434218	07/12/2019	001-364-4390-1002	oil, containers	32.90	no
434218	07/12/2019	001-364-4390-1002	bolts	18.50	no
434218	07/12/2019	506-506-4390-0000	screw driver	12.57	no
434218	07/12/2019	412-100-4390-0000	screws, nuts, bolts	5.55	no
434218	07/12/2019	506-506-4390-0000	bulk nails and screws	27.91	no
434218	07/12/2019	001-470-4390-0000	hex washer, tape, rekey, single cylinder belt	73.11	no
434218	07/12/2019	412-100-4390-0000	hack blade	2.31	no
434219	07/12/2019	413-356-4390-3502	helmet	75.24	no
434220	07/12/2019	001-240-4310-0000	toner cartridge	403.10	no
434220	07/12/2019	001-240-4310-0000	Recording DVDs & memo books	236.41	no
434220	07/12/2019	001-240-4310-0000	manilla folders	50.74	no
434221	07/12/2019	001-470-4225-0000	Refuse Disposal: MAY 2019	124.90	no
434221	07/12/2019	001-364-4225-1002	Refuse Disposal: MAY 2019	225.72	no
434221	07/12/2019	413-352-4225-0000	Refuse Disposal: MAY 2019	36.35	no
434221	07/12/2019	506-506-4225-0000	Refuse Disposal: MAY 2019	7.75	no
434222	07/12/2019	001-000-2150-0000	Seismic Fees Collected (commercial) 4-6/2019	32.29	no
434222	07/12/2019	001-000-2140-0000	Seismic Fees Collected (residential) 4-6/2019	43.38	no
434223	07/12/2019	419-371-4390-0000	(5) 2" meters, (3) 1.5" meters, (1) 4" meter , clamps	637.68	no
434223	07/12/2019	419-371-4390-0000	12 - 20k meter box and lids	2,761.12	no
434223	07/12/2019	419-371-4390-0000	water supplies- 250 PSI NSF Blue	241.88	no
434224	07/12/2019	413-352-4409-0000	Pretreatment, compliance and permit reviews	1,995.00	no
434224	07/12/2019	419-371-4390-0000	water loss audit	285.00	no
434225	07/12/2019	506-506-4390-0000	REIMB: building repair parts	13.94	no
434226	07/12/2019	413-352-4470-0000	Sample delivery to North Coast Labs	30.00	no
434226	07/12/2019	413-352-4470-0000	Sample delivery to North Coast Labs	30.00	no
434227	07/12/2019	001-000-2231-0000	Special Event Insurance: Garcia, 6/21/19 event	130.10	no
434228	07/12/2019	001-113-4450-0000	Document shredding service: 05/29/19-06/25/19	68.85	no
434229	07/12/2019	001-240-4380-0000	Medical care as needed for K9 KAI	305.00	no
434230	07/12/2019	508-508-4390-0000	towstar & stem	128.32	no
434231	07/12/2019	001-130-4550-0000	Electronic research service: JUNE 2019	200.00	no
434232	07/12/2019	001-470-4370-0000	Janitorial Supplies- City-Wide	410.69	no
434232	07/12/2019	001-230-4370-0000	Janitorial Supplies- City-Wide	36.51	no
434232	07/12/2019	001-240-4370-0000	Janitorial Supplies- City-Wide	36.50	no
434232	07/12/2019	001-471-4370-0000	Janitorial Supplies- City-Wide	36.51	no
434232	07/12/2019	001-480-4370-0000	Janitorial Supplies- City-Wide	91.27	no
434232	07/12/2019	412-100-4370-0000	Janitorial Supplies- City-Wide	36.51	no
434232	07/12/2019	413-352-4370-0000	Janitorial Supplies- City-Wide	36.50	no
434232	07/12/2019	508-508-4370-0000	Janitorial Supplies- City-Wide	45.64	no
434232	07/12/2019	001-350-4370-0000	Janitorial Supplies- City-Wide	104.04	no
434232	07/12/2019	001-111-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434232	07/12/2019	001-113-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434232	07/12/2019	001-114-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434232	07/12/2019	001-120-4370-0000	Janitorial Supplies- City-Wide	14.60	no
434232	07/12/2019	001-251-4370-0000	Janitorial Supplies- City-Wide	1.83	no
434232	07/12/2019	001-313-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434232	07/12/2019	413-120-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434232	07/12/2019	419-120-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434232	07/12/2019	420-115-4370-0000	Janitorial Supplies- City-Wide	3.65	no
434233	07/12/2019	001-240-4380-0000	Monthly maintenance training for K9s: JUNE 2019	600.00	no
434234	07/12/2019	508-508-4320-0000	uniforms	15.38	no

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434235	07/12/2019	412-100-4390-0000	O-Ring	1.21	no
434235	07/12/2019	508-508-4390-0000	MS Plate	129.00	no
434235	07/12/2019	508-508-4390-0000	plug	15.79	no
434235	07/12/2019	508-508-4390-0000	Nylon Tubing	13.42	no
434235	07/12/2019	419-371-4390-0000	ball bearing	163.89	no
434235	07/12/2019	508-508-4390-0000	flat bar	14.73	no
434235	07/12/2019	419-371-4390-0000	stick hose (NAPA)	6.20	no
434236	07/12/2019	413-352-4470-0000	External lab tests: sewer	189.00	no
434236	07/12/2019	413-352-4470-0000	External lab tests: sewer	75.00	no
434237	07/12/2019	001-240-4380-0000	Dog food for K9's	85.89	no
434238	07/12/2019	001-350-4310-0000	business cards	15.04	no
434238	07/12/2019	413-352-4310-0000	business cards	15.04	no
434238	07/12/2019	419-371-4310-0000	business cards	15.05	no
434239	07/12/2019	913-352-4799-3520	WWTP Drainage Improvements	31,261.54	no
434239	07/12/2019	413-120-4409-0000	WWTP Operations and Maint RFP Technical Review	1,807.88	no
434239	07/12/2019	413-352-4409-0000	WWTP Operations and Maint RFP Technical Review	1,807.87	no
434240	07/12/2019	412-100-4390-0000	concrete	430.00	no
434241	07/12/2019	508-508-4390-0000	CO2	97.81	no
434242	07/12/2019	413-352-4312-0000	STAPLES: HP care pack for HP multi-function printer	864.00	no
434242	07/12/2019	001-480-4530-0000	INNOVATIVE: Instructor Trng: reg, S.Winters, 3/28-30/19	375.00	no
434242	07/12/2019	420-115-4530-0000	HOTELS.COM: Springbrook Conf: hotel, F.Ludemann, 6/12-15/19	592.06	no
434242	07/12/2019	420-115-4530-0000	WOODLARK HOTEL: Springbrook Conf: hotel, F.Ludemann, 6/12-15	221.01	no
434242	07/12/2019	419-371-4312-0000	Replacement router/VPN for Chlorination and Control Bldgs	207.82	no
434242	07/12/2019	001-113-4450-0000	SAFEWAY: budget workshop snacks	13.72	no
434242	07/12/2019	413-351-4311-0000	HP: copier MFP + care pack and extra tray	4,549.55	no
434242	07/12/2019	420-115-4530-0000	EXXON, ETC: Springbrook Conf: gas, F.Ludemann, 6/12-15/19	71.35	no
434242	07/12/2019	001-113-4310-0000	AMAZON: archival paper for minutes/reso/ords	37.90	no
434242	07/12/2019	413-353-4312-0000	Replacement router/VPN for Chlorination and Control Bldgs	207.83	no
434242	07/12/2019	420-115-4450-0000	SPAMHERO.COM: monthly service	10.00	no
434242	07/12/2019	420-115-4390-0000	AMAZON.COM: power supply, badge holders	254.33	no
434242	07/12/2019	001-113-4450-0000	SAFEWAY: WWTP contract operations workshop snacks	13.57	no
434242	07/12/2019	001-350-4312-0000	Replacement router/VPN for Chlorination and Control Bldgs	207.83	no
434242	07/12/2019	001-110-4515-0000	WRIGHTS: plaque- retirement	90.21	no
434242	07/12/2019	420-115-4310-0000	AMAZON.COM: scanning sleeves	94.19	no
434242	07/12/2019	420-000-2122-0000	(TAX)AMAZON.COM: scanning sleeves	-6.22	no
434242	07/12/2019	420-115-4312-0000	NEWEGG.COM: drives	352.58	no
434242	07/12/2019	420-115-4312-0000	NEWEGG.COM: desktop memory	139.73	no
434242	07/12/2019	420-115-4312-0000	SAFETYCULTURE: IAuditor	24.00	no
434242	07/12/2019	420-115-4312-0000	AMAZON: solid state drives	483.72	no
434242	07/12/2019	420-115-4312-0000	AMAZON: internal hard drives	482.22	no
434242	07/12/2019	001-000-2122-0000	(TAX) Replacement router/VPN for Chlorination and Control Bldgs	-13.50	no
434242	07/12/2019	413-000-2122-0000	(TAX) Replacement router/VPN for Chlorination and Control Bldgs	-13.50	no
434242	07/12/2019	419-000-2122-0000	(TAX) Replacement router/VPN for Chlorination and Control Bldgs	-13.50	no
434242	07/12/2019	420-115-4310-0000	PLANBAGS.COM- plan bags	195.58	no
434243	07/12/2019	419-000-2110-0000	Refund Check	79.54	no
434244	07/12/2019	508-508-4390-6000	webbing door	53.30	no
434245	07/12/2019	419-000-2110-0000	Refund Check	9.85	no
434246	07/12/2019	412-100-4230-0000	Internet Service -07/01/19-07/31/19	250.64	no
434246	07/12/2019	001-111-4230-0000	Internet Service - 06/27/19-07/26/19	4.59	no
434246	07/12/2019	001-113-4230-0000	Internet Service - 06/27/19-07/26/19	13.74	no
434246	07/12/2019	001-114-4230-0000	Internet Service - 06/27/19-07/26/19	13.73	no
434246	07/12/2019	001-350-4230-0000	Internet Service - 06/27/19-07/26/19	47.76	no
434246	07/12/2019	420-115-4230-0000	Internet Service - 06/27/19-07/26/19	13.73	no
434246	07/12/2019	001-120-4230-0000	Internet Service - 06/27/19-07/26/19	54.32	no
434246	07/12/2019	413-120-4230-0000	Internet Service - 06/27/19-07/26/19	13.74	no

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434246	07/12/2019	001-313-4230-0000	Internet Service - 06/27/19-07/26/19	13.73	no
434246	07/12/2019	001-251-4230-0000	Internet Service - 06/27/19-07/26/19	6.76	no
434246	07/12/2019	419-120-4230-0000	Internet Service - 06/27/19-07/26/19	13.74	no
434246	07/12/2019	413-111-4230-0000	Internet Service- 06/27/19-07/26/19	4.57	no
434246	07/12/2019	419-111-4230-0000	Internet Service- 06/27/19-07/26/19	4.57	no
434246	07/12/2019	419-371-4230-0000	broadband for security- 06/26/19-07/25/19	79.99	no
434246	07/12/2019	419-371-4230-0000	broadband for security- 06/25/19-07/24/19	79.99	no
434246	07/12/2019	001-230-4230-0000	Cable & Internet Service- 06/20/19-07/19/19	108.96	no
434247	07/12/2019	420-115-4450-0000	copier maint	140.00	no
434248	07/12/2019	001-480-4230-0000	Pool Phone 465-5761 - 06/30/19-07/29/19	125.94	no
434248	07/12/2019	412-100-4230-0000	Monthly Phone Bill- 06/30/19-07/29/19	123.16	no
434248	07/12/2019	413-352-4230-0000	WWTP phone- 06/30/19-07/29/19	261.94	no
434248	07/12/2019	413-351-4230-0000	Lab phone 464-5416- 06/30/19-07/29/19	115.32	no
434248	07/12/2019	001-111-4230-0000	City Hall Shared Phone -- 06/30/19-07/29/19	15.01	no
434248	07/12/2019	001-113-4230-0000	City Hall Shared Phone -- 06/30/19-07/29/19	44.89	no
434248	07/12/2019	001-120-4230-0000	City Hall Shared Phone -- 06/30/19-07/29/19	177.57	no
434248	07/12/2019	413-120-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	44.89	no
434248	07/12/2019	001-114-4230-0000	City Hall Shared Phone -- 06/30/19-07/29/19	44.89	no
434248	07/12/2019	001-313-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	44.90	no
434248	07/12/2019	419-120-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	44.89	no
434248	07/12/2019	420-115-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	44.89	no
434248	07/12/2019	001-251-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	22.11	no
434248	07/12/2019	001-350-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	156.13	no
434248	07/12/2019	419-111-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	14.94	no
434248	07/12/2019	413-111-4230-0000	City Hall Shared Phone-- 06/30/19-07/29/19	14.94	no
434248	07/12/2019	413-352-4230-0000	Trt Plt phone line- 06/30/19-07/29/19	182.88	no
434248	07/12/2019	001-471-4230-0000	Cult Cntr Elev Alrm 707-464-4582- 06/30/19-07/29/19	63.38	no
434248	07/12/2019	413-352-4230-0000	Treatment Plant Phone: 465-3054- 06/30/19-07/29/19	433.32	no
434248	07/12/2019	001-230-4230-0000	707-464-9113 monthly phone- 06/30/19-07/29/19	32.35	no
434248	07/12/2019	413-353-4230-0000	Lift Station Phone PL0-0009 -06/25/19-07/24/19	59.59	no
434248	07/12/2019	413-353-4230-0000	707-465-4191Lift Station Phone 07/01/19-07/31/19	29.38	no
434248	07/12/2019	413-120-4230-0000	707-465-6208 monthly phone- 06/30/19-07/29/19	33.31	no
434248	07/12/2019	419-120-4230-0000	707-465-6208 monthly phone- 06/30/19-07/29/19	33.30	no
434248	07/12/2019	508-508-4230-0000	707-464-9565 monthly phone- 06/30/19-07/29/19	110.94	no
434248	07/12/2019	413-352-4230-0000	707-464-7023 monthly phone- 06/30/19-07/29/19	66.61	no
434248	07/12/2019	001-471-4230-0000	707-465-3914 monthly phone- 06/30/19-07/29/19	71.78	no
434248	07/12/2019	001-480-4230-0000	707-464-6940 monthly phone- 06/30/19-07/29/19	58.72	no
434248	07/12/2019	413-120-4230-0000	707-464-6517 monthly phone- 06/30/19-07/29/19	16.62	no
434248	07/12/2019	419-120-4230-0000	707-464-6517 monthly phone- 06/30/19-07/29/19	16.61	no
434248	07/12/2019	001-240-4230-0000	707-464-2133 monthly phone- 06/30/19-07/29/19	160.68	no
434248	07/12/2019	001-350-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	7.85	no
434248	07/12/2019	001-251-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	1.11	no
434248	07/12/2019	420-115-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	2.25	no
434248	07/12/2019	413-120-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	2.26	no
434248	07/12/2019	419-120-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	2.25	no
434248	07/12/2019	001-114-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	2.26	no
434248	07/12/2019	001-120-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	8.92	no
434248	07/12/2019	001-113-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	2.26	no
434248	07/12/2019	001-313-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	2.25	no
434248	07/12/2019	001-111-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	0.76	no
434248	07/12/2019	419-111-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	0.75	no
434248	07/12/2019	413-111-4230-0000	707 465-4405 downstairs fax- 06/30/19-07/29/19	0.75	no
434248	07/12/2019	001-120-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	8.81	no
434248	07/12/2019	001-111-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	0.74	no
434248	07/12/2019	001-313-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	2.23	no

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434248	07/12/2019	001-113-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	2.22	no
434248	07/12/2019	001-114-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	2.23	no
434248	07/12/2019	001-350-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	7.74	no
434248	07/12/2019	419-120-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	2.23	no
434248	07/12/2019	001-251-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	1.10	no
434248	07/12/2019	413-120-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	2.22	no
434248	07/12/2019	420-115-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	2.23	no
434248	07/12/2019	419-111-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	0.74	no
434248	07/12/2019	413-111-4230-0000	707 465-1719 upstairs fax- 06/30/19-07/29/19	0.74	no
434249	07/12/2019	419-000-2110-0000	Refund Check	59.24	no
434250	07/12/2019	506-506-4230-0000	Alarm monitoring for Corp Yard- fire alarm - FY20	336.00	no
434250	07/12/2019	506-506-4230-0000	Alarm monitoring for Corp Yard- FY20	371.88	no
434250	07/12/2019	506-506-4230-0000	Alarm monitoring for City Hall- fire alarm - FY20	336.00	no
434250	07/12/2019	506-506-4230-0000	Alarm monitoring for City Hall- FY20	294.00	no
434250	07/12/2019	419-371-4230-0000	Alarm monitoring for Water locations FY20	2,556.00	no
434251	07/12/2019	001-240-4550-0000	Annual billing for IACP service FY20	525.00	no
434252	07/12/2019	419-000-2110-0000	Refund Check	35.00	no
434253	07/12/2019	419-000-2110-0000	Refund Check	100.00	no
434254	07/12/2019	419-000-2110-0000	Refund Check	250.00	no
434255	07/12/2019	419-000-2110-0000	Refund Check	164.37	no
434256	07/12/2019	419-000-2110-0000	Refund Check	39.15	no
434257	07/12/2019	001-471-4450-0000	Monthly elevator service: JULY 2019	336.54	no
434258	07/12/2019	419-000-2110-0000	Refund Check	723.15	no
434259	07/12/2019	419-000-2110-0000	Refund Check	78.24	no
434260	07/12/2019	413-000-2735-0000	Annual Loan Payment	1,500,000.00	no
434261	07/12/2019	419-000-2110-0000	Refund Check	80.88	no
434262	07/12/2019	001-112-4434-0000	ACP RAIL INTER: Rikuzentakata: rail pass, B.Inscore, 7/19-26/19	182.00	no
434262	07/12/2019	001-112-4434-0000	AIR CANADA/JUSTFLY.COM: Rikuzentakata: air B.Inscore, 7/19-26/	1,497.43	no
434262	07/12/2019	001-240-4530-0000	REMINGTON ARMS CO: Field School Trng: reg, C.Votruba, 11/13-1	475.00	no
434262	07/12/2019	001-240-4530-0000	REMINGTON ARMS: Field School Trng: reg R.Griffin, 11/13-16/19	475.00	no
434262	07/12/2019	420-115-4450-0000	BIRCH GROVE: software	108.00	no
434262	07/12/2019	420-115-4450-0000	VIRTUAL GRAFFITI: annual subscription	318.00	no
434262	07/12/2019	420-115-4450-0000	FUTUREQUEST: monthly service	33.95	no
434263	07/12/2019	413-351-4550-0000	Lab Analyst Grade 2 renewal for continued shift coverage FY20	94.00	no
434264	07/17/2019	001-112-4434-0000	Rikuzentakata Trip: meals, 7/19-26/19 (ADVANCE)	107.10	no
434265	07/19/2019	413-120-4415-0000	UB web pmt fees: JUN 2019	819.90	no
434265	07/19/2019	419-120-4415-0000	UB web pmt fees- JUN 2019	819.90	no
434266	07/19/2019	152-485-4409-1721	CDBG General Admin services for 17 CDBG: JUNE 2019	3,200.00	no
434267	07/19/2019	001-230-4390-0000	56 magnum attack hose	7,639.38	no
434267	07/19/2019	001-230-4395-0000	Scott facepiece (SCBA masks)	2,341.95	no
434268	07/19/2019	508-508-4390-0000	glass scaler	6.44	no
434268	07/19/2019	508-508-4390-0000	lock actuator	148.34	no
434269	07/19/2019	413-356-4390-3502	Battery for PB Lift Station	103.89	no
434270	07/19/2019	001-000-3220-0000	REFUND: TOT Overpayment (10/1-12/31/18 period)	8,173.45	no
434271	07/19/2019	001-230-4330-0000	Fuel	52.37	no
434272	07/19/2019	001-471-3530-0000	Overpayment of Cultural Center Rental for 7/3 & 7/4	42.00	no
434273	07/19/2019	001-000-2122-0000	ENERGY CONTROL: control valve for building heat (TAX)	89.48	no
434273	07/19/2019	001-000-2122-0000	LIQUIGUARD: Nonslip top coat for pool deck (TAX)	123.69	no
434273	07/19/2019	001-000-2122-0000	LIQUIGUARD: 2 gal primer (TAX)	14.99	no
434273	07/19/2019	001-000-2122-0000	SUSTAINABLE SUPPLY: parts/shower heads (TAX)	20.07	no
434273	07/19/2019	001-000-2122-0000	B&H PHOTO: paper for map printer (TAX)	6.34	no
434273	07/19/2019	001-000-2122-0000	DEL-CUR SUPPLY: brass shower heads (TAX)	10.45	no
434273	07/19/2019	001-000-2122-0000	AMAZON: 6 battery bullard T3 for thermal imagers (TAX)	15.50	no
434273	07/19/2019	001-000-2122-0000	AMAZON: battery for Lithonia ELB-0612 10 pk (TAX)	10.50	no
434273	07/19/2019	001-000-2122-0000	B&H PHOTO: City computer loan prog: S. Gonzales (TAX)	67.43	no

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434273	07/19/2019	001-000-2122-0000	AMAZON: set of 10 stethoscopes (TAX)	8.99	no
434273	07/19/2019	001-000-2122-0000	AGT BATTERY: (8) ea: switch; spot lamp; lamp ring litebox(TAX)	19.54	no
434273	07/19/2019	001-000-2122-0000	AMAZON: magnetic dry erase board (TAX)	3.74	no
434273	07/19/2019	001-000-2122-0000	AMAZON: curtain track rollers (TAX)	3.95	no
434273	07/19/2019	001-000-2122-0000	AMAZON: rope and carbiners (TAX)	3.90	no
434273	07/19/2019	001-000-2122-0000	AMAZON: suspension seats for lawn mowers (TAX)	22.49	no
434273	07/19/2019	001-000-2122-0000	AMAZON: honda carburetor (TAX)	1.42	no
434273	07/19/2019	001-000-2122-0000	AMAZON: suspension seat for lawn mower (TAX)	11.25	no
434273	07/19/2019	001-000-2122-0000	DHS EQUIPMENT: throttle lever (TAX)	13.39	no
434273	07/19/2019	412-000-2122-0000	AMAZON: dog waste stations for Shoreline RV (TAX)	40.64	no
434273	07/19/2019	413-000-2122-0000	EXCELSIOR BLOWER: 2- cases of Gardner Denver AEON PD Oil (T	35.34	no
434273	07/19/2019	413-000-2122-0000	PLCTOOLBOXES: tow position push button (TAX)	5.70	no
434273	07/19/2019	413-000-2122-0000	INIVEN: IT30-ADSP w/ wiring (TAX)	79.50	no
434273	07/19/2019	413-000-2122-0000	PATRIOT SUP: seal holder; wire spacer; impeller; wear ring (TAX)	12.92	no
434273	07/19/2019	420-000-2122-0000	ID ENHANC: access control keyfobs (25) w/ programming (TAX)	9.92	no
434273	07/19/2019	420-000-2122-0000	AMAZON: HDMI switch; case; HDMI cord (TAX)	4.72	no
434273	07/19/2019	420-000-2122-0000	AMAZON: misc parts (TAX)	7.26	no
434273	07/19/2019	420-000-2122-0000	AMAZON: solderin kit; LCD display; heat gun; wire cutters(TAX)	2.47	no
434273	07/19/2019	420-000-2122-0000	AMAZON: rubicon stacking kit (TAX)	0.98	no
434273	07/19/2019	420-000-2122-0000	PAYPAL: ID enhancements (TAX)	4.77	no
434273	07/19/2019	420-000-2122-0000	AMAZON: micro SDs; microphones; tripod mounts (TAX)	3.00	no
434273	07/19/2019	420-000-2122-0000	AMAZON: microphone (TAX)	3.67	no
434273	07/19/2019	420-000-2122-0000	AMAZON: name badge holders (TAX)	1.38	no
434273	07/19/2019	420-000-2122-0000	IDENHANCEME: contactless smartcards (TAX)	29.93	no
434273	07/19/2019	506-000-2122-0000	GREENTEK ENERGY: LEDs (TAX)	15.19	no
434273	07/19/2019	508-000-2122-0000	LACAL EQUIP: Suction hose for street sweeper(TAX)	44.72	no
434273	07/19/2019	919-000-2122-0000	STREAKWAVE: IBR650B cellular routers remote sites + 2 antna(TAX)	443.07	no
434273	07/19/2019	001-120-4400-0000	USE TAX Rounding Overage: 4-6/19	-0.30	no
434273	07/19/2019	001-480-2122-0000	SALES TAX FY19 (7/1/18-6/30/19)	253.19	no
434273	07/19/2019	001-120-4400-0000	SALES TAX FY19 (7/1/18-6/30/19) - rounding overage	-14.19	no
434274	07/19/2019	001-120-4310-0000	COUNTY RECORDER: copy of deed of trust (const loan)	12.00	no
434274	07/19/2019	001-120-4310-0000	COUNTY RECORDER: filing oath & bond	37.00	no
434275	07/19/2019	001-470-4390-0000	belt, pump, gatorline	122.53	no
434276	07/19/2019	001-230-4330-0000	Fuel- JUN 2019	2,077.10	no
434277	07/19/2019	001-113-4450-0000	County Chamber rental for City Council meetings	190.00	no
434277	07/19/2019	001-313-4409-0000	County Chamber rental for Planning meetings	35.00	no
434278	07/19/2019	413-120-4310-0000	toner cartridges for UB dept	212.84	no
434278	07/19/2019	419-120-4310-0000	toner cartridges for UB dept	212.84	no
434279	07/19/2019	412-100-4450-0000	Cleaning service for RV park restrooms: 6/16/19-6/29/19	410.00	no
434280	07/19/2019	001-230-4450-0000	Pump testing	3,262.50	no
434281	07/19/2019	419-371-4390-0000	Depolox 400m Chlorine analyzer for the PRV building	5,352.52	no
434282	07/19/2019	413-356-4390-3502	damper, back draft for Olive Lift Station	107.52	no
434283	07/19/2019	413-356-4390-3502	O/L heater	223.01	no
434284	07/19/2019	413-120-4240-0000	UB mailing service: MAY 2019	793.98	no
434284	07/19/2019	413-120-4240-0000	UB mailing service: JUNE 2019	607.20	no
434284	07/19/2019	419-120-4240-0000	UB mailing service: MAY 2019	793.98	no
434284	07/19/2019	419-120-4240-0000	UB mailing service: JUNE 2019	607.20	no
434285	07/19/2019	001-230-4395-0000	Turnouts	20,554.00	no
434285	07/19/2019	001-230-4390-0000	2 - red mpd rope rescue system for 13mm rope size	1,526.71	no
434285	07/19/2019	001-230-4390-0000	16' Aluminum ladder	513.03	no
434286	07/19/2019	001-230-4370-0000	Janitorial supplies	47.48	no
434287	07/19/2019	001-120-4370-0000	janitorial supplies/services	9.25	no
434287	07/19/2019	001-120-4370-0000	janitorial supplies/services	9.25	no
434288	07/19/2019	151-485-4796-1618	Microenterprise Technical Assistance services: APRIL 2019	2,655.00	no
434288	07/19/2019	151-485-4796-1618	Microenterprise Technical Assistance services: JUNE 2019	1,539.00	no

Check Num	Check D	Account	Description	Amount	Selected for Vo
434289	07/19/2019	508-508-4390-0000	filter for #16	6.05	no
434289	07/19/2019	508-508-4390-0000	transmission fluid	51.54	no
434289	07/19/2019	508-508-4390-0000	oil filter	9.25	no
434289	07/19/2019	508-508-4390-0000	oil filter	9.35	no
434289	07/19/2019	508-508-4390-0000	2 oil filters	17.49	no
434289	07/19/2019	508-508-4390-0000	gasket	32.24	no
434289	07/19/2019	508-508-4390-0000	oil filter	4.21	no
434290	07/19/2019	001-114-4210-0000	Electricity FY19: 5/30/19-7/3/19	51.51	no
434290	07/19/2019	001-120-4210-0000	Electricity FY19: 5/30/19-7/3/19	203.72	no
434290	07/19/2019	001-240-4210-0000	Electricity FY19: 5/30/19-7/3/19	485.79	no
434290	07/19/2019	001-364-4210-1002	Electricity FY19: 5/30/19-7/3/19	6,212.16	no
434290	07/19/2019	001-470-4210-0000	Electricity FY19: 5/30/19-7/3/19	815.24	no
434290	07/19/2019	001-480-4210-0000	Electricity FY19: 5/30/19-7/3/19	3,145.68	no
434290	07/19/2019	413-120-4210-0000	Electricity FY19: 5/30/19-7/3/19	51.51	no
434290	07/19/2019	413-351-4210-0000	Electricity FY19: 5/30/19-7/3/19	913.67	no
434290	07/19/2019	413-353-4210-0000	Electricity FY19: 5/30/19-7/3/19	13.29	no
434290	07/19/2019	419-371-4210-0000	Electricity FY19: 5/30/19-7/3/19	17,799.08	no
434290	07/19/2019	420-115-4210-0000	Electricity FY19: 5/30/19-7/3/19	51.51	no
434290	07/19/2019	508-508-4210-0000	Electricity FY19: 5/30/19-7/3/19	1,009.53	no
434290	07/19/2019	419-120-4210-0000	Electricity FY19: 5/30/19-7/3/19	51.51	no
434290	07/19/2019	001-111-4210-0000	Electricity FY19: 5/30/19-7/3/19	17.68	no
434290	07/19/2019	001-251-4210-0000	Electricity FY19: 5/30/19-7/3/19	25.37	no
434290	07/19/2019	001-113-4210-0000	Electricity FY19: 5/30/19-7/3/19	51.51	no
434290	07/19/2019	001-313-4210-0000	Electricity FY19: 5/30/19-7/3/19	51.51	no
434290	07/19/2019	001-350-4210-0000	Electricity FY19: 5/30/19-7/3/19	179.09	no
434290	07/19/2019	413-111-4210-0000	Electricity FY19: 5/30/19-7/3/19	16.91	no
434290	07/19/2019	419-111-4210-0000	Electricity FY19: 5/30/19-7/3/19	16.91	no
434290	07/19/2019	001-230-4210-0000	Electricity FY19: 5/30/19-7/3/19	335.94	no
434290	07/19/2019	001-471-4210-0000	Electricity FY19: 5/30/19-7/3/19	2,207.36	no
434290	07/19/2019	413-353-4210-3501	Electricity FY19: 5/30/19-7/3/19	580.84	no
434291	07/19/2019	413-352-4409-0000	Sea-level rise study for State Lands Grant (4/29/19-6/2/19 svc)	5,310.78	no
434292	07/19/2019	001-120-4530-0000	Safety Outreach: gas, 6/24/19 (FULL AMOUNT)	33.16	no
434293	07/19/2019	901-364-4799-0011	Right of way aquisition for Multi-Use	285.00	no
434293	07/19/2019	901-364-4799-0011	Plans, specs, estimate	165.00	no
434294	07/19/2019	413-352-4340-0000	Sodium hypochlorite	5,385.65	no
434295	07/19/2019	001-240-4530-0000	Courtroom Trng: gas, hotel, reg, A.Lopez, 5/28-30/19	199.00	no
434295	07/19/2019	001-364-4390-1002	WALMART: weed abatement supplies	136.90	no
434295	07/19/2019	001-240-4530-0000	BEAR RIVER HOTEL: ICI Basics: hotel, J.Cooper, 6/4-6/19	265.07	no
434295	07/19/2019	001-240-4530-0000	HAMPTON INN: Courtroom Trng: hotel A.Lopez, 5/28-30/19	198.00	no
434295	07/19/2019	001-240-4530-0000	RENNER: ICI Basics: gas T.Balch, 6/4-6/19	52.27	no
434295	07/19/2019	001-240-4530-0000	BEAR RIVER: ICI Basics: gas T.Balch, 6/4-6/19	58.58	no
434295	07/19/2019	001-240-4530-0000	BEAR RIVER HOTEL: ICI Basics: hotel, T.Balch, 6/4-6/19	231.16	no
434295	07/19/2019	001-120-4530-0000	Safety Outreach: reg, 6/24/19 C.Rawlings	179.00	no
434295	07/19/2019	413-357-4390-0000	QCON: (2) air flow sensors for Digester basement	2,692.17	no
434295	07/19/2019	412-100-4310-0000	WALMART: file cabinet, hanging file folders	81.25	no
434295	07/19/2019	001-240-4390-0000	AMAZON: shooting range ear protection x8	388.75	no
434295	07/19/2019	001-240-4390-0000	EMS SAFETY: pads & battery for PD AED	156.44	no
434295	07/19/2019	001-350-4125-0000	EMS SAFETY: workbooks for E3 training	90.20	no
434295	07/19/2019	001-230-4530-0000	GOLDEN GATE TOLL: A. Occhionerio travel	8.00	no
434295	07/19/2019	508-508-4390-0000	MAILROOM: return part to Pape Machinery	8.79	no
434295	07/19/2019	508-508-4390-6000	MAILROOM: mail siren to Code3 for repair	16.50	no
434295	07/19/2019	413-357-4390-0000	WILLIAMSON ENGINEERING: poly pump impeller	470.49	no
434295	07/19/2019	001-364-4450-1002	SAFEWAY: cookies for public meeting	13.23	no
434295	07/19/2019	001-364-4450-1002	STARBUCKS: coffee for public meeting	35.90	no
434295	07/19/2019	001-350-4125-0000	EMS SAFETY: student workbook for E3	35.72	no

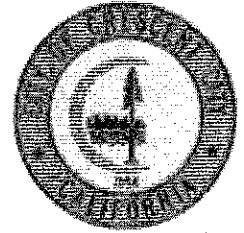


Check Num	Check D	Account	Description	Amount	Selected for Vo
434295	07/19/2019	506-506-4390-0000	GREENTEK BENERGY: lightbulbs	515.36	no
434295	07/19/2019	508-508-4390-6000	CODE3: siren repair for Smith River Fire	174.00	no
434295	07/19/2019	413-000-2122-0000	(TAX) WILLIAMSON ENGINEERING: poly pump impeller	-31.88	no
434295	07/19/2019	506-000-2122-0000	(TAX) GREENTEK BENERGY: lightbulbs	-35.96	no
434296	07/19/2019	001-480-4530-0000	Pool Op Trng: meals, 6/25-27/19 (TOTAL AMOUNT)	113.60	no
434297	07/19/2019	117-364-4450-00FS	C&F St. Storm Drain project design: JUNE 2019	3,550.00	no
434298	07/19/2019	001-364-4390-1002	10 stop signs	647.56	no
434298	07/19/2019	412-100-4390-0000	color printed signs	465.12	no
434299	07/19/2019	001-251-4530-0000	membership renewal for Dan Minges	215.00	no
434300	07/19/2019	001-350-4450-0000	Maintenance agreement for Corp Yard copier	600.00	no
434301	07/19/2019	001-470-4390-0000	gatorline, 6 pk oil	239.70	no
434302	07/19/2019	412-100-4390-0000	1000 shoreline receipts	286.88	no
434302	07/19/2019	001-240-4310-0000	citizen arrest forms	169.75	no
434303	07/19/2019	001-240-4391-0000	radio parts	45.86	no
434304	07/19/2019	413-352-4310-0000	stapler, index sheets, binder, index tabs	17.34	no
434304	07/19/2019	419-371-4310-0000	stapler, index sheets, binder, index tabs	17.36	no
434304	07/19/2019	001-350-4310-0000	stapler, index sheets, binder, index tabs	17.34	no
434304	07/19/2019	413-356-4390-3502	clipboard	4.67	no
434305	07/19/2019	412-100-4450-0000	Cleaning service (6/30/19-7/13/19)	410.00	no
434307	07/19/2019	001-113-4450-0000	Document storage: JULY 2019	130.00	no
434308	07/19/2019	001-470-4370-0000	Janitorial Supplies- City-Wide	86.19	no
434308	07/19/2019	001-230-4370-0000	Janitorial Supplies- City-Wide	7.66	no
434308	07/19/2019	001-240-4370-0000	Janitorial Supplies- City-Wide	7.67	no
434308	07/19/2019	001-471-4370-0000	Janitorial Supplies- City-Wide	7.66	no
434308	07/19/2019	001-480-4370-0000	Janitorial Supplies- City-Wide	19.15	no
434308	07/19/2019	412-100-4370-0000	Janitorial Supplies- City-Wide	7.67	no
434308	07/19/2019	413-352-4370-0000	Janitorial Supplies- City-Wide	7.66	no
434308	07/19/2019	508-508-4370-0000	Janitorial Supplies- City-Wide	9.57	no
434308	07/19/2019	001-350-4370-0000	Janitorial Supplies- City-Wide	21.84	no
434308	07/19/2019	001-111-4370-0000	Janitorial Supplies- City-Wide	0.77	no
434308	07/19/2019	001-113-4370-0000	Janitorial Supplies- City-Wide	0.76	no
434308	07/19/2019	001-114-4370-0000	Janitorial Supplies- City-Wide	0.77	no
434308	07/19/2019	001-120-4370-0000	Janitorial Supplies- City-Wide	3.06	no
434308	07/19/2019	001-251-4370-0000	Janitorial Supplies- City-Wide	0.39	no
434308	07/19/2019	001-313-4370-0000	Janitorial Supplies- City-Wide	0.76	no
434308	07/19/2019	413-120-4370-0000	Janitorial Supplies- City-Wide	0.77	no
434308	07/19/2019	419-120-4370-0000	Janitorial Supplies- City-Wide	0.76	no
434308	07/19/2019	420-115-4370-0000	Janitorial Supplies- City-Wide	0.77	no
434309	07/19/2019	001-120-4370-0000	jaitorial supplies/services	9.25	no
434309	07/19/2019	001-120-4370-0000	jaitorial supplies/services	9.25	no
434310	07/19/2019	413-351-4450-0000	Lab LIMs system- annual subscription	1,500.00	no
434311	07/19/2019	001-120-4240-0000	FY20 postage machine maintenance contract (8/1/19-10/31/19)	70.31	no
434311	07/19/2019	413-120-4240-0000	FY20 postage machine maintenance contract (8/1/19-10/31/19)	35.16	no
434311	07/19/2019	419-120-4310-0000	FY20 postage machine maintenance contract (8/1/19-10/31/19)	35.16	no
434312	07/19/2019	001-240-4391-0000	brake rotors, disc pad set	96.74	no
434312	07/19/2019	001-240-4391-0000	oil filter	9.25	no
434312	07/19/2019	508-508-4390-0000	transmission fluid, air filter	71.52	no
434312	07/19/2019	508-508-4390-0000	fuel cleaner, head light, tire foam	50.00	no
434313	07/19/2019	419-371-4550-0000	AWWA.ORG: subscription renewal	105.00	no
434313	07/19/2019	001-240-4530-0000	UNITED: Field School Trng: air, R.Griffin, 11/13-16/19	438.00	no
434313	07/19/2019	001-240-4530-0000	UNITED: Field School Trng: air, C.Votruba, 11/13-16/19	438.00	no
434313	07/19/2019	001-240-4530-0000	HERTZ: Field School Trng: car, C.Votruba, 11/13-1	219.69	no
434313	07/19/2019	413-357-4550-0000	CWEA: annual membership/dues J. Blue	94.00	no
434313	07/19/2019	419-371-4550-0000	CWEA: annual membership/dues J. Blue	94.00	no
434313	07/19/2019	419-371-4550-0000	CWEA: annual membership/dues J. Blue	87.00	no

Check Num	Check D	Account	Description	Amount	Selected for Vo
434313	07/19/2019	413-357-4550-0000	CWEA: annual membership/dues J. Blue	87.00	no
434314	07/26/2019	001-240-4390-0000	stalker radar repair	201.60	no
434315	07/26/2019	419-372-3821-4102	BOV Water Maintenance: JUN 2019	6,836.65	no
434316	07/26/2019	419-372-3822-4102	Water Maintenance: JUN 2019	481.60	no
434317	07/26/2019	001-313-4430-0000	Notice of Public Hearing: Planning Commission (6/1/ ad 71210914)	154.69	no
434317	07/26/2019	001-120-4430-0000	Notice of Public Hearing: Budget (6/5 ad 71210209)	16.62	no
434317	07/26/2019	413-120-4430-0000	Notice of Public Hearing: Budget (6/5 ad 71210209)	16.63	no
434317	07/26/2019	419-120-4430-0000	Notice of Public Hearing: Budget (6/5 ad 71210209)	16.63	no
434317	07/26/2019	901-364-4799-0011	RFP: Pebble Beach Dr Bank Stabilization Proj (6/5 ad 71211217)	131.00	no
434317	07/26/2019	001-113-4430-0000	Summary of Ordinance No. 807 (6/8 ad 71211597)	82.13	no
434317	07/26/2019	412-100-4407-0000	Job Posting: Shoreline RV Campground (6/8-6/19 ad 71211600)	212.40	no
434317	07/26/2019	001-113-4430-0000	Summary of Ordinance No 810 (6/8 ad 71211609)	71.38	no
434317	07/26/2019	001-480-4407-0000	Job Posting: Aquatics supervisor (6/12-6/26 ad 71211879)	274.50	no
434317	07/26/2019	001-113-4430-0000	Summary of Proposed Ordinance No 811 (6/12 ad 71212045)	66.00	no
434317	07/26/2019	001-113-4430-0000	Summary of Ordinance No 811 (6/26 ad 71212989)	76.75	no
434318	07/26/2019	913-353-4799-3530	Prop 84 City Contribution (JAN-JUN 2019)	8,776.08	no
434319	07/26/2019	419-372-3823-4103	Water Maintenance: JUN 2019	553.40	no
434320	07/26/2019	001-470-4450-0000	Cleaning service: parks restrooms (06/16/19-06/29/19)	780.00	no
434321	07/26/2019	001-111-4409-0000	mural @ cultural center	500.00	no
434322	07/26/2019	151-485-4796-1605	16-CDBG-11136: Food Bank Services: JUN 2019	18,469.16	no
434323	07/26/2019	001-240-4390-0000	filter services	238.00	no
434324	07/26/2019	001-000-1510-0000	VCQB Instructor Trng: meals, 7/28-8/3/19 (ADVANCE)	359.10	no
434325	07/26/2019	001-000-1510-0000	VCQB Instructor Trng: meals, 7/28-8/3/19 (ADVANCE)	359.10	no
434326	07/26/2019	419-371-4390-0000	Rebuild radiator for the chlorination generator	872.00	no
434327	07/26/2019	919-371-4799-3710	Upgrade the current Water System SCADA	85,630.00	no
434327	07/26/2019	919-000-2112-0000	Upgrade the current Water System SCADA (retention)	-4,281.50	no
434328	07/26/2019	419-371-4240-0000	mailing to CH Diagnostics & Consulting svc	209.52	no
434329	07/26/2019	001-113-4450-0000	Physical document storage FY 20 (1 year)	2,471.04	no
434330	07/26/2019	419-000-2110-0000	Refund Check	19.10	no
434331	07/26/2019	419-000-2110-0000	Refund Check	164.37	no
434333	07/26/2019	001-470-4390-0000	wire harness	12.21	no
434334	07/26/2019	001-350-4310-0000	budget binders	13.94	no
434334	07/26/2019	413-352-4310-0000	budget binders	13.95	no
434334	07/26/2019	419-371-4310-0000	budget binders	13.94	no
434335	07/26/2019	001-470-4450-0000	Cleaning service (06/30/19-07/13/19)	780.00	no
434336	07/26/2019	419-371-4390-0000	waders	63.93	no
434337	07/26/2019	001-470-4390-0000	goggles	203.63	no
434338	07/26/2019	419-371-4230-0000	Water System phone 707-1014 - 07/10/19-08/09/19	29.50	no
434339	07/26/2019	508-508-4390-0000	spray nozzle for #32	36.48	no
434339	07/26/2019	001-480-4390-0000	ignitor; flame sensor	165.67	no
434339	07/26/2019	413-357-4390-0000	relay	25.15	no
434339	07/26/2019	413-357-4390-0000	coupling	7.36	no
434340	07/26/2019	508-508-4310-0000	retainer seal #8	51.31	no
434341	07/26/2019	508-508-4390-0000	metal bars	49.67	no
434342	07/26/2019	419-000-2110-0000	Refund Check	151.90	no
434343	07/26/2019	419-000-2110-0000	Refund Check	155.30	no
434344	07/26/2019	419-000-2110-0000	Refund Check	250.00	no
434346	07/26/2019	419-000-2110-0000	Refund Check	250.00	no
434347	07/26/2019	419-000-2110-0000	Refund Check	164.37	no
434348	07/26/2019	419-000-2110-0000	Refund Check	59.24	no
434350	07/26/2019	508-508-4390-0000	Battery Core Return	-268.75	no
434350	07/26/2019	508-508-4390-0000	Engine parts for #8	3,247.79	no
434350	07/26/2019	508-508-4390-0000	fuel hose for #8	4.12	no
434350	07/26/2019	508-508-4390-0000	regulator & sensor for #8	325.64	no
434351	07/26/2019	001-364-4390-1002	hand operated gas powered cut off saw	289.66	no

Check Num	Check D	Account	Description	Amount	Selected for Vo
434351	07/26/2019	419-371-4390-0000	hand operated gas powered cut off saw	289.67	no
434351	07/26/2019	413-353-4390-0000	hand operated gas powered cut off saw	289.67	no
434352	07/26/2019	419-000-2110-0000	Refund Check	154.62	no
434353	07/26/2019	001-350-4310-0000	storage boxes, folders	25.43	no
434353	07/26/2019	413-352-4310-0000	storage boxes, folders	25.42	no
434353	07/26/2019	419-371-4310-0000	storage boxes, folders	25.43	no
434354	07/26/2019	419-000-2110-0000	Refund Check	59.24	no
434355	07/26/2019	419-371-4390-0000	pvs; brass; valve box	172.70	no
434355	07/26/2019	413-352-4390-0000	ball valve	21.27	no
434356	07/26/2019	001-114-4390-0000	DISCOUNT MUGS.COM: water bottles	407.53	no
434357	07/26/2019	419-000-2110-0000	Refund Check	78.74	no
434358	07/26/2019	001-364-4390-1002	scub brackets	215.69	no
				1,902,266.98	

Accounts Payable  
7-6-19 to 7-26-19 Housing



User: crawlings  
Printed: 07/29/2019 - 8:50 AM

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Check Num	Check Da	Account	Description	Amount	Selected for Voi
434232	07/12/2019	110-490-4370-00000	Janitorial Supplies- City-Wide	36.50	no
434248	07/12/2019	110-490-4230-00000	707-464-9216 montly phone- 06/30/19-07/29/19	135.19	no
434290	07/19/2019	110-490-4210-00000	Electricity FY19: 5/30/19-7/3/19	276.54	no
434306	07/19/2019	110-490-4230-00000	Commercial Cellular alarm monitoring (July 2019- June 2020)	371.88	no
434306	07/19/2019	110-490-4230-00000	Commercial fire alarm monitoring (July 2019- June 2020)	336.00	no
434308	07/19/2019	110-490-4370-00000	Janitorial Supplies- City-Wide	7.66	no
434332	07/26/2019	110-490-4550-00000	Annual Subscription to DEL NORTE TRIPLICATE	103.00	no
434345	07/26/2019	110-490-4550-00000	Subscription for PIH Alert	349.00	no
434349	07/26/2019	110-490-4310-00000	office supplies- tape, folders, scissors, post-its	126.31	no
434349	07/26/2019	110-490-4310-00000	office supplies- fasteners	21.48	no
				<u>1,763.56</u>	

CITY OF CRESCENT CITY  
BI-WEEKLY PAYROLL REPORT

PAYROLL END DATE  
PAYROLL PAID DATE  
CHECK NUMBERS

July 20, 2019  
July 26, 2019

CKS # 109843-109852

	Regular Pay	Overtime	Gross Pay	# Empl	Notes
Dept #110 City Council	1,409.84		1,409.84	5	
Dept #111 Admin/City Manager	10,849.10	271.51	11,120.61	3	
Dept #114 Human Resources	2,080.92		2,080.92	1	
Dept #120 Finance/Utility Billing	15,561.37		15,561.37	6	
Dept #230 Fire Department	7,323.23		7,323.23	2 + 2 part-time	
Dept #240 Police Department	34,834.57	3,867.94	38,702.51	13	
Dept #313 Planning			1,376.51	1 Part-time	
Dept #350 Public Works-All Depts	55,410.16	2,125.50	57,535.66	24+ 6 Part-time	
Dept #450 Recreation & Events			2,529.42	1	
Dept #480 Swimming Pool Fund	12,676.61	57.96	12,734.57	1+20 Part-time	
Dept #490 Housing Authority	8,110.77		8,110.77	3 + 1 Part-time	
<b>TOTALS</b>	<b>148,256.57</b>	<b>6,322.91</b>	<b>158,485.41</b>	<b>60 + 29 Part-time</b>	


The payroll summarized above is listed where assigned. The actual costs of each employee are allocated each pay period to the department and/or fund where the actual work was performed.



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** LINDA LEAVER, DIRECTOR OF FINANCE 

**DATE:** AUGUST 5, 2019

**SUBJECT:** INTERNAL BUDGET AMENDMENT FOR FAMILY RESOURCE CENTER OF THE REDWOODS FOR FOOD PANTRY SERVICES FUNDED UNDER 16-CDBG-11136

---

### RECOMMENDATION

- Approve request from Family Resource Center of the Redwoods to amend its operating budget funded under grant 16-CDBG-11136 to reallocate funding from personnel into additional rent and food costs

### BACKGROUND

The Community Development Block Grant (CDBG) is a federally funded program through the Department of Housing and Urban Development. The principle objective of CDBG is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons of low-and moderate-income. As a non-entitlement jurisdiction, Crescent City applies for CDBG funding through the California Department of Housing and Community Development.

The City applied was awarded \$707,500 under the 2016 Notice of Funding Availability for several activities, including funding for food bank operations. The City currently has a subrecipient agreement with the Family Resource Center of the Redwoods (FRC) to provide these services.

### ITEM ANALYSIS

The original agreement with FRC was for \$239,147 to provide food bank services through October 25, 2019. FRC's forecasted budget included the following

- |                 |           |
|-----------------|-----------|
| • Personnel     | \$116,237 |
| • Operating     | \$ 44,763 |
| • Food Purchase | \$ 78,147 |
| • Total         | \$239,147 |

Since the agreement was executed in January 2018, FRC has established the Pacific Food Pantry and has been serving over 500 clients per month. In addition, in October 2018, the City reallocated an additional \$77,133 in CDBG funding to this program. The updated budget includes

- Personnel \$126,237
- Rent \$ 16,800
- Operating \$ 35,096
- Food Purchase \$138,147
- Total \$316,282

City staff has received a request from FRC to amend its budget to reallocate funding from personnel into additional rent and food costs. The requested budget includes

- Personnel \$102,537
- Rent \$ 20,700
- Operating \$ 35,096
- Food Purchase \$157,947
- Total \$316,280

The requested budget amendment will allow FRC to increase its capacity for purchasing and distributing nonperishable foods in addition to the fresh foods already provided.

The City's CDBG funding for this program expires on October 25, 2019. Staff has reached out to FRC for information on the future of the Food Pantry program beyond the CDBG funding period. FRC has received a FEMA grant for \$9,000 which will provide food for 1.5 to 2 months, as well as a CalRecycle food resource grant. This project will recover, repurpose, and distribute edible foods that would otherwise end up in a landfill. FRC is also working on securing other funding sources, as well as anticipating applying for City or County CDBG funding in the future.

### **FISCAL ANALYSIS**

There is no fiscal impact to the City to approve FRC's budget amendment request.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(A): Enhance collaboration with other agencies and the community to better aid the public
- Goal 2(B): Support community organizations that provide measurable services to the community
- Goal 2(F)(9): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

### **ATTACHMENTS**

1. Budget amendment request from Family Resource Center

Staff review:

  
CM

  
Legal



*Executive Director*  
Amira Long



*Food Program Director*  
Amanda Hixson

*Family Resource Center*  
494 Pacific Avenue  
Crescent City, CA 95531  
Telephone: 707.464.0955

7/15/2019

Bridget Lacey  
377 J St.  
Crescent City, CA 95531

Dear Bridget:

This letter is to request a budget adjustment for Grant Contract 16-CDBG-11136 for the Pacific Pantry. We would like to subtract and reallocate (\$23,700) from line item 1, personnel. Of this \$23,700, we would like to reappportion \$3,900 to line item 2, rent, and the remaining \$19,800 into line item 4, food. Please let me know if you have any questions.

Sincerely,

Amanda Hixson  
Food Program Director  
Family Resource Center of the Redwoods



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE COUNCIL  
**FROM:** HOLLY WENDT, DIRECTOR OF RECREATION  
**DATE:** AUGUST 5, 2019  
**SUBJECT:** CALIFORNIA REDWOODS ART ASSOCIATION – 2<sup>ND</sup> STREET ART GALLERY CULTURAL CENTER FEE WAIVER REQUEST

---

### RECOMMENDATION

- Waive the fees for the use of the Cultural Center by the California Redwoods Art Association – 2<sup>nd</sup> Street Art Gallery for the Florence Keller Annual Art Show on September 9<sup>th</sup> through September 15<sup>th</sup> based on the finding that the waiver of fees is not a gift of public funds because supporting California Redwoods Art Association events serves a public purpose by offering free public access to art, supporting community involvement in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show.
  - *Motion to waive the fees for the use of the Cultural Center by the California Redwoods Art Association for an art show from September 9, 2019 to September 15, 2019, based on the finding that the waiver is not a gift of public funds because the use of the facility is supporting California Redwoods Art Association event that serves a public purpose by offering free public access to art, supporting community involvement in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show.*

### BACKGROUND

Please see the attached letter from the California Redwoods Art Association requesting the fee waiver and information about the event.

### ANALYSIS

As stated in the attached letter, the event is for the benefit of our community.

### GIFT OF PUBLIC FUNDS ANALYSIS

When considering the granting of public funds or other resources, the City Council needs to

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consider if the granting of the request amounts to a gift of public funds. Article 16, Section 6 of the California State Constitution prohibits the giving or lending of public funds. There is, however, an exception when the funds/resources will be used for a public purpose. The determination of public purpose lies with the legislative body (the City Council) and such determinations are given great deference by the court.

It is the opinion of the City Attorney that the Council has the authority to waive these fees, if the Council can articulate the public purpose that will be served. The City Attorney has identified the following public purpose to be served: supporting California Redwoods Art Association events serves a public purpose by offering free public access to art, supporting community involvement in the arts by displaying youth and community member works of art and showcasing recently refurbished and framed Florence Keller art pieces during the Art Show. If the Council does not find that this public purpose is being served, then granting the request would be a gift of public funds.

### FISCAL ANALYSIS

The total rental cost for the week that is being requested would be \$1032.00. However, we do not have any other events scheduled that would take the place of this event, and if the Cultural Center is vacant, the City would not receive any funds. The true cost to the City is in the staff time (approximately 4 hours) associated with the set up and cleanup of the event.

### ATTACHMENTS

1. California Redwoods Art Association fee waiver request

  
CM

  
Legal

  
Finance



CALIFORNIA REDWOODS ART ASSOCIATION

**2<sup>ND</sup> Street Gallery**

1228 2<sup>nd</sup> Street  
Crescent City, CA 95531  
(707) 460-1414



Corporate Number C3966132

Federal Tax ID 81-4823950

Crescent City Council Members,

The California Redwoods Art Association would like to request a fee waiver for the Cultural Center. The event is the Florence Keller Annual Art Show September 9<sup>th</sup> thru 15<sup>th</sup>. The title of this year's event is: "Art Treasures of the North Coast". We are requesting all members of the community that may have art pieces from family members that may be interested in displaying them at the show to contact us. Their art will be displayed along with recently refurbished and framed Florence Keller art pieces. This will be during the Art Show in the Atrium.

The show will be open to the public and there is no admission fee to view the works of art on display. We are hoping that the additional art from community members will increase the interest in the event and expose Florence's work to more people and increase the sales of her giclees (prints).

Thank you for your consideration.

*Tim Donovan*

Tim Donovan, President, California Redwoods Art Association

07/23/2019


Date



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** LINDA LEAVER, DIRECTOR OF FINANCE 

**DATE:** AUGUST 5, 2019

**SUBJECT:** REQUEST FROM 1600 NORTHCREST, LLC TO SUBORDINATE CONNECTION FEE PAYMENT AGREEMENT

---

### RECOMMENDATION

- Approve request from 1600 Northcrest, LLC to subordinate its connection fee payment agreement and authorize the City Manager to execute necessary documents

### BACKGROUND

Per Resolution 2011-40, the City of Crescent City offers a payment plan option for individuals or businesses who wish to finance the costs of water and/or sewer connection fees. The purpose of this policy is to encourage development which might otherwise be hindered by an inability to pay connection fees in a lump sum. 1600 Northcrest, LLC utilized this option to finance new water and sewer connections in June 2018.

The property located at 1600 Northcrest had one house and eight studio cottages in need of refurbishment. The owners (as "1600 Northcrest, LLC) proposed to upgrade utilities at the property, including hooking all nine units up to City water and adding two units to the existing sewer line, as well as making improvements to the cottages. The connection fee charges totaled \$26,198.40 for two additional sewer connections and nine new water connections (calculated at the 60% rate for mobile home equivalents). The owners have an existing acquisition and construction loan on the property and wish to roll that loan into a traditional mortgage loan with the existing lender. In order to do that, the lender (Coast Central Credit Union) is requesting the mortgage loan to be in first position. The owners have submitted a request to the City, asking for the City's approval to subordinate the connection fee loan to the mortgage loan.

### ITEM ANALYSIS

Nato Flores, on behalf of 1600 Northcrest, LLC, has submitted a request to City staff to subordinate their connection fee loan to the proposed new mortgage loan. The current balance on the connection fee loan is \$19,529.50. Due to a miscommunication, the loan payments had been

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behind but were immediately brought current when the owner was notified. The refurbishment project is underway, with four cottages completed, two more to be completed by the end of August, and the final two cottages to be completed by the end of October. In addition, the owners are working to have the property rezoned to allow the construction of an additional 15 cottages. If approved, construction on an additional four units is anticipated to take six months and then the final 11 units would take another six to eight months. Four of the cottages will be low-income eligible, and the remaining units will be rented at market rate.

There is a need for additional affordable housing units in Crescent City and the surrounding community. Agreeing to the credit union's request to have the mortgage loan in first position will allow 1600 Northcrest, LLC to continue their refurbishment and construction project. The risk to the City is that in the event of default, the credit union would be paid out of foreclosure proceeds first and the City would only be repaid if the foreclosure sale provided enough funds to also repay the City loan. Mr. Flores provided a letter from the credit union stating the current appraised value of the property is \$449,000. The value can be anticipated to increase as additional units are completed. The proposed mortgage loan will be \$408,000, leaving an estimated value of \$41,000 to cover the City's loan (currently \$19,530). Although some risk is unavoidable, particularly if a foreclosure sale did not recover the full appraised value of the property, the property value appears to be sufficient.

### **FISCAL ANALYSIS**

There is no direct cost to the City by agreeing to subordinate the connection fee loan. As discussed above, there is some risk to doing so. The risk is somewhat mitigated by the fact that the appraised value is sufficient to repay both the mortgage and connection fee loans.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 2(E): Create an environment that is conducive to attracting and retaining strong, sustainable businesses that reflect community needs and culture
- Goal 2(F)6): Support community partners whenever and wherever possible in their vitalization efforts

### **ATTACHMENTS**

1. Subordination agreement
2. Information provided by 1600 Northcrest, LLC
3. Resolution 2011-40: Connection Fee Loan Program and Policy

Staff review:

  
CM

  
Legal

CITY OF CRESCENT PAYMENT-PLAN PROGRAM  
FOR WATER AND WASTEWATER CHARGES

The following rules apply to payment plans for water and wastewater capacity charges, as well as plans to bring arrearages in user charges current.

I. **Definitions.** The following definitions apply to this program:

A. **Capacity Charge** means the charges adopted by the City of Crescent City pursuant to Government Code Section 66013, as those charges may be amended from time to time.

B. **City Manager and City Finance Director** mean the individuals appointed by the City of Crescent City to serve in those positions and include "acting" and "interim" holders of those positions.

C. **Customer** means the landowner(s) of the real property to which water or sewer services will be provided.

D. **Subject Property** means the real property to which the utility service will be provided and which will be used to secure the obligation of the payment plan until paid in full.

E. **Utility service** means the City of Crescent City sewer service or water service or both.

II. **Eligibility.**

A. **New Customers.** With the joint approval of the City Manager and the City Finance Director, proposed new customers of either the water system or the sewer system, or both, including residential single-family and residential multi-family, commercial, and industrial customers, may enter into a payment plan for the purpose of financing the capacity charges to connect to the City's water and/or sewer systems.

B. **Existing Customers.** With respect to the property to which utility service is already provided, and with the joint approval of the City Manager and the City Finance Director, either of the following categories of existing customers may be considered for a payment plan:

1. Existing customers of City utility services who are current on all water and sewer charges and who are proposing to expand an existing use may be treated as a new customer with respect to the proposed expansion.

2. Existing customers of the City utility services who have an arrearage in service payments of at least twelve months of charges may enter into a payment plan to make up those arrearages. Before a payment plan can be approved, however, the customer must have paid the equivalent of the most recent three months of utility charges on a current basis.

**C. Application.** Any new or existing customer who wants to be considered for a payment plan must submit to the City Manager a letter of application, signed by an owner of record of the subject property, providing the following information:

1. The name, mailing address, and contact information of the customer;

2. The address, legal description, and Assessor's parcel number of the property where utility service is existing or to be provided, along with the names or names of all owners of record of that property;

3. A description of the new or expanded service required or the arrearage proposed to be financed by an existing customer;

4. A statement of reasons why a payment plan is needed in lieu of regular payment;

5. A general description of the source of funds for repayment;

6. An affirmative statement that all owners of record of the subject property are in agreement with and will execute the Payment Plan Agreement in the form attached hereto as Attachment A and that all owners of record understand that the Payment Plan Agreement will be recorded in the office of the Del Norte County Recorder and will become a lien on the subject property until paid in full.

7. The letter of application must be accompanied by applicant's payment of an application fee of \$300, representing the administrative and legal cost of processing the application. This fee is non-refundable.



### III. Terms of Payment Plans.

A. Term. Payment plans will normally be five years in length. If the customer wishes to present to the City Manager, in confidence, a detailed financial statement showing that a longer term payment plan is needed for financial reasons, the City Manager in his or her discretion may approve a payment plan up to a maximum of ten years.

B. Down Payment. As a condition of City's acceptance of the Payment Plan Agreement, Customer must pay on approval of the plan a down payment of ten percent (10%) of the initial amount.

C. Interest. Interest per annum during the term of the payment plan will be fixed at the rate the City was able to obtain on its deposits in the Local Agency Investment Fund (LAIF) on the 10<sup>th</sup> business day prior to City's execution of the Payment Plan Agreement plus one percent (1%)

D. Periodic Payments. Payments must be made periodically as described in the Payment Plan Agreement. Payments may be monthly, quarterly or annually, as approved by the City Manager and the City Finance Director.

E. Additional Terms. The Payment Plan Agreement must provide that the agreement will be a lien on the subject property and that performance of the agreement will be further secured by the utility service connections financed thereby. The Agreement will provide that venue of any action to enforce the agreement or the security for it will be in the Superior Court of Del Norte County, California and that the prevailing party in any legal action will be entitled to costs and attorney fees as determined by the court.

### IV. City Manager's Discretion.

The City Manager is authorized in his sole discretion to reject any proposal for entry into a payment plan if he or she determines there is a substantial likelihood that the plan will not be paid in full or that the proposal is not consistent with the plans, goals, and objectives of the City of Crescent City.

Recording requested by, and  
when Recorded, mail to:

City of Crescent City  
Finance Department  
377 J Street  
Crescent City, California 95531

"NO FEE PER GOV'T CODE 27388"

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**PAYMENT PLAN AGREEMENT FOR UTILITY FEES**

This Agreement is between [OWNER NAME[s] AS LISTED ON GRANT DEED] ("Property Owner") and the City of Crescent City, a municipal corporation ("City"). This Agreement shall become effective upon its execution by the City Manager and Director of Finance for City.

**RECITALS**

- A. Property Owner owns the parcel of real property located at [ADDRESS], Crescent City, CA 95531, and identified as Del Norte County Assessor's Parcel Number [PARCEL NUMBER] ("the property"), more particularly described on Exhibit A, which is attached to and made a part of this agreement.
- B. Property Owner desires to obtain City sewer and/or water service and to finance the required capacity charges as provided herein.
- C. Property Owner desires to make monthly/quarterly/annual payments on the total amount due to City for sewer capacity charges and/or water service capacity charges. After taking into account any down payment, it is agreed that the total principal amount due for those charges is \$ \_\_\_\_\_.
- D. City is willing to accept the principal amount due in \_\_\_\_\_ equal monthly/quarterly/annual payments to City with interest at the rate of [CURRENT RATE], as provided below.

**AGREEMENT**

1. City will allow connection of the property to City sewer and water service, subject to the terms and conditions of this agreement, the Crescent City Municipal Code and all applicable

ATTACHMENT A

laws and regulations. The total principal amount due to City by Property Owner for making such connection(s) is [TOTAL PRINCIPAL AMOUNT] plus simple interest at the rate of \_\_\_\_\_ percent per annum and applied daily on the basis of a 360-day year.

2. Property Owner shall make \_\_\_#\_\_\_ monthly/quarterly/annual payments to City, each in the amount of [PAYMENT AMOUNT]. The first monthly/quarterly/annual payment shall be paid prior to connection to City sewer or water. Subsequent monthly/quarterly/annual payments shall be due each month/quarter/year hereafter on or before the anniversary date of the first payment until principal and interest are paid in full. Property Owner may prepay all or part of said sums without penalty.

3. To secure payments required of Property Owner to City under this Agreement, a lien is hereby created, established, and imposed by Property Owner in favor of City upon the property described in Recital A above. The lien hereby created, established and imposed is given, is in favor of, and shall be held by City in an amount of [TOTAL PRINCIPAL AMOUNT], plus accrued and unpaid interest, less credit for principal payments paid. City may record this Agreement in the Office of the Del Norte County Recorder.

4. As additional security for the payments required of Property Owner to City, the capacity for sewer and/or water service acquired by Property Owner pursuant to this Payment Plan Agreement, to the extent payment has not been made, reverts to the City in the event of default, including a default of the due-on-sale provisions hereof.

5. The outstanding principal balance under this instrument is due on sale of the property, as "sale" is defined below. Property Owner will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Property, either voluntarily or by operation of law, or agree to do so, without the prior written consent of the City. Consent to one transaction by City will not be deemed a waiver of the right to require consent to further or successive transactions. If Property Owner is a corporation, any sale, transfer, or disposition of fifty percent (50%) or more of the voting stock of Property Owner, including, without limitation, the parent company of Property Owner and the parent company of the parent company of Property Owner, will constitute a sale of the Property for purposes of this article. If Property Owner is a partnership, any change or addition of a general partner of Property Owner, change of partnership interests of Property Owner, or sale, transfer, or disposition of fifty percent (50%) or more of the voting stock or partnership interest of any partner of Property Owner or of any corporation or partnership that directly or indirectly owns or controls any partner of Property Owner, including, without limitation, each parent company of a partner of Property Owner and each parent company of any parent company of a partner of Property Owner, will constitute a sale of the Property for purposes of this section. Any transaction in violation of this section will cause all indebtedness, irrespective of maturity dates, at the option of the City and without demand or notice, immediately to become due in accordance with the terms of the Payment Plan Agreement for Utility Fees.

6. In the event legal action is brought to enforce or interpret this Payment

ATTACHMENT A

Plan Agreement, the prevailing party shall be entitled to an award of cost and reasonable attorneys' fees, including but not limited to the full cost to the prevailing party of publicly-employed counsel. The prevailing party shall be entitled to a separate award of fees and costs incurred in post-judgment proceedings to enforce, interpret or collect on any judgment obtained.

7. Notice to Property Owner must be personally delivered or mailed to:

8. Notice and Payments to City must be personally delivered or mailed to:

City of Crescent City  
Revenue and Collections  
377 J Street  
Crescent City, California, 95531

**PROPERTY OWNER(S):**

**(Attach Notary Acknowledgment for each signature)**

Dated: \_\_\_\_\_

PROPERTY OWNER

\_\_\_\_\_  
[OWNER AS LISTED ON GRANT DEED]

Dated: \_\_\_\_\_

PROPERTY OWNER

\_\_\_\_\_  
[OWNER AS LISTED ON GRANT DEED]

ATTACHMENT A

CITY OF CRESCENT CITY

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, City Manger

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Finance Director

ATTACHMENT A

RESOLUTION NO. 2011-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY APPROVING A PAYMENT PLAN FOR THE FINANCING OF WATER AND SEWER CAPACITY CHARGES

WHEREAS, this City Council has established capacity charges for new and expanded connections to City's water and sewer systems for the purpose of charging for public facilities in existence at the time the charges imposed and for charges for new public facilities to be acquired or constructed in the future; and

WHEREAS, the promotion of economic development in Crescent City and Del Norte County is a long-standing goal and objective the City of Crescent City and the citizens and businesses thereof, and


WHEREAS, the City Council does not wish to impede economic development through any inability of private parties to meet the initial burden of substantial capacity charges, and

WHEREAS, the adoption of a payment plan, with adequate security for ultimate payment or the reversion to the City of the financed connections, meets the City's obligation for the protection of public funds, now, therefore,

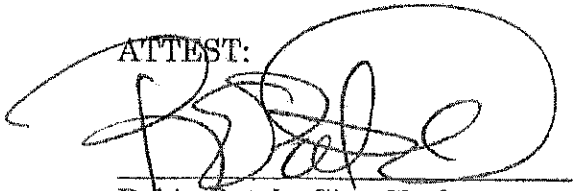
BE IT RESOLVED that the City Council of the City of Crescent City adopts the attached CITY OF CRESCENT PAYMENT-PLAN PROGRAM FOR WATER AND WASTEWATER CHARGES.

The foregoing Resolution 2011-40 was moved by Councilmember SCHELLONG, was seconded by Councilmember WESTFALL and passed and adopted at a meeting of the City Council of the City of Crescent City held on the 7<sup>th</sup> day of November, 2011, by the following polled vote:

AYES: COUNCIL MEMBERS ENEA, MURRAY, SCHELLONG, WESTFALL, AND MAYOR SLERT  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: NONE

  
\_\_\_\_\_  
Charles Slert, Mayor  
KATHRYN MURRAY, MAYOR PRO TEM

ATTEST:

  
\_\_\_\_\_  
Robin Patch, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** LINDA LEAVER, DIRECTOR OF FINANCE *LL*

**DATE:** AUGUST 5, 2019

**SUBJECT:** SUBRECIPIENT AGREEMENT WITH ARCATA EDC TO PROVIDE MICROENTERPRISE TECHNICAL ASSISTANCE UNDER GRANT # 16-CDBG-11136

---

### RECOMMENDATION

- Approve Subrecipient Agreement with Arcata EDC to provide Microenterprise Technical Assistance and authorize the City Manager to execute the Agreement

### BACKGROUND

The Community Development Block Grant (CDBG) is a federal grant administered through the State's Department of Housing and Community Development (HCD). The purpose of the program is to provide assistance to low-income individuals and households through a number of avenues, including housing, public services, public infrastructure, and economic development activities. Crescent City has an open grant (grant #16-CDBG-11136) to fund several activities, including \$100,000 for Microenterprise Technical Assistance.

The City has contracted with Morrison & Company to provide Microenterprise Technical Assistance services. As discussed in several prior Council meetings, this program has been faced with many challenges related to business eligibility. In order for a business to be eligible for this program, all of the following requirements must be met:

- Business must be a microenterprise (five employees or fewer, including the owner)
- Business owner's household must meet CDBG low- to moderate-income restrictions
- If an existing business, the business' physical location must be within City limits
- If a prospective business, the prospective business owner must reside within City limits

Once a business is determined to be eligible, Morrison & Company works with the business owner to determine an action plan suited to that particular business' needs. This may include developing a business plan, marketing strategy, financing needs, basic business/accounting skills, etc. Morrison & Company then provides the required assistance through experts such as a CPA, business coach, or other professionals. Some eligible business owners find that the time and effort required to complete the program is too much, and they drop out of the program.

### **ITEM ANALYSIS**

In order to encourage participation in the program, the City worked with another consultant (Claggett Wolfe Associates) to develop a small forgivable loan program. In this component, a participant who completes a 10-week business training course is then eligible to apply for a small forgivable business loan. The loan must be used for tangible goods or services identified as a business need (for example, small equipment or signage). The loan itself is funded through a local non-profit, with Morrison & Company providing technical assistance to the business to complete the training course and navigate the loan underwriting process. If awarded, 50% of the loan will automatically be forgiven. Six months after receiving the forgivable loan, they will be required to submit a “status report” to the City. If a status report is received, an additional 25% of the loan will be forgiven. Twelve months after receiving the forgivable loan, they will be required to submit a second “status report” to the City. If a second status report is received, an additional 25% of the loan will be forgiven. There are currently two microenterprises who are in the process of completing the 10-week business course and intend to apply for funding.

In order to ensure the loan underwriting is unbiased, the City is proposing a subrecipient agreement with Arcata EDC to provide the underwriting. Arcata EDC will ensure that the applicants meet all eligibility requirements, including reviewing the business model developed by the microenterprise owner and the project feasibility. Arcata EDC has a great deal of experience in underwriting, and has the capacity to complete this project within the proposed schedule.

### **FISCAL ANALYSIS**

The subrecipient agreement is not-to-exceed \$5,000. This amount is available in the City’s current 16-CDBG-11136 grant budget.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1(A): Enhance collaboration with other agencies and the community to better aid the public
- Goal 2: Promote a thriving local economy
- Goal 2(D): Collaborate with other jurisdictions and non-profits to maximize regional effectiveness and amplify funding opportunities
- Goal 2(E): Create an environment that is conducive to attracting and retaining strong, sustainable businesses that reflect community needs and culture

### **ATTACHMENTS**

1. Subrecipient Agreement
2. Program documents (Funding Application, Technical Assistance Review, Due Diligence Review)

Staff review:

  
CM

  
Legal



**SUBRECIPIENT AGREEMENT  
AGREEMENT BETWEEN THE CITY OF CRESCENT CITY  
AND  
ARCATA ECONOMIC DEVELOPMENT CORPORATION  
FOR  
TECHNICAL ASSISTANCE  
IN SUPPORT OF THE CRESCENT CITY MICROENTERPRISE PROGRAM**

This subrecipient agreement (herein called the "Agreement"), entered as of the date set forth below by and between the City of Crescent City, a California municipal corporation (herein called the "GRANTEE") and Arcata Economic Development Corporation, a California nonprofit corporation (herein called the "SUBRECIPIENT").

WHEREAS, the GRANTEE has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist the GRANTEE in utilizing such funds;

NOW THEREFORE, the parties agree as follows:

**I. FUNDING AVAILABILITY AND USE**

**A. Contingent on funding**

The terms of this Agreement are valid and enforceable only to the extent to which funds are made available to the GRANTEE by the United States Government and the State of California for the purposes of the Community Development Block Grant Program.

**B. Limitation on Use of Funds**

Grant funds may be used only for the activities described in this Agreement and any properly executed amendment thereto. Funds found to have been expended improperly or for which sufficient documentation is not available must be repaid by the SUBRECIPIENT to the GRANTEE.

**II. SCOPE OF SERVICE**

**A. Activities**

The SUBRECIPIENT will be responsible for administering Microenterprise Technical Assistance, using CDBG grant funding under CDBG Grant No. 16-CDBG-11136 in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

### **1. Program Delivery**

- I. Review of business model prepared by each CDBG eligible microenterprise participant to determine that:
  - a. The startup/retention and capital costs included in the business model are reasonable,
  - b. All sources of funding needed to cover the startup/retention and capital costs included in the business model are in place,
  - c. The sales projections are supported by business model market assessment are reasonably attainable,
  - d. The Cost of Goods Sold and/or Operating Expenses are reasonable given the proposed business operation outlined in the business model,
  - e. The business will provide the CDBG eligible microenterprise owner(s), at a minimum, supplemental income of any amount during 12 month period included in the business model.
- II. Complete a summary due diligence assessment form provided by the City for each assisted CDBG eligible microenterprise indicating AEDC's findings for each of the above items to be reviewed.
- III. Maintain and disburse non-CDBG funds to CDBG eligible microenterprises that are deemed viable following the completion of the due diligence and approved by the City. Disbursements will be for tangible goods and services provided by third parties not related to the microenterprise owner(s) or an employee of the microenterprise. Disbursement will be directly to the provider of the goods or services or as a reimbursement to the microenterprise following receipt of an invoice and proof of payment.

### **2. General Administration**

SUBRECIPIENT may charge those general administration, supervision, and management costs directly associated with provisions of the above services. Indirect costs may not be charged to the grant without prior written approval of the GRANTEE and State CDBG program staff. Costs for items whose benefits are shared by programs other than the CDBG-funded program may only be allocated to the CDBG-funded program in proportion to the benefit received by the CDBG-funded program. Such shared items and the method for determining the proportion resulting in benefit to the CDBG-funded program must be properly documented in accordance with CDBG program requirements and approved by the GRANTEE.

### **3. Fundraising**

No costs or expenditures including but not limited to staff costs, supplies, advertising or other operating costs associated with fundraising activities may be charged to the grant.

### **B. National Objectives**

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives – (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of

slums or blight; (3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the following levels of program services:

Microenterprise Technical Assistance to benefit Low/Moderate Income Individuals meeting the requirements of the Department of Housing and Community Development.

D. Reporting Requirements

The City will report all accomplishments under the program. The GRANTEE will provide all information required for each program recipient to ensure proper reporting on all funds expended. Information is due 15 days prior to the end of each quarter.

E. Performance Monitoring

The GRANTEE will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Such monitoring will include, but not be limited to, annual on-site monitoring visits and quarterly desk audits. Substandard performance as determined by the GRANTEE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being noticed by the GRANTEE, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Services of the SUBRECIPIENT will start on the date of contract execution and end on 10/25/2019. The last date funds may be expended under this Agreement is 10/25/2019. A final bill and status report must be received by the City by 11/22/19. CDBG Contract No. 16-CDBG-11136 expires 10/25/2021. The term of this Agreement and the provisions herein will be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets.

IV. BUDGET

A. Grant Expenditures

SUBRECIPIENT may only expend grant funds in support of the approved activities contained in this Agreement in accordance with the following general budget:

Microenterprise Technical Assistance	\$5,000.00
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Any amendments to this budget must be approved in writing by the GRANTEE and the SUBRECIPIENT.

B. Subrecipient Leverage

Leverage is not required under this Agreement.

C. Indirect Costs

Indirect costs may not be charged without prior written consent of the GRANTEE and State CDBG program staff and must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the GRANTEE may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT must provide such supplementary budget information in a timely fashion in the form and content prescribed by the GRANTEE.

V. PAYMENT

It is expressly agreed and understood that the total to be paid by the GRANTEE under this Agreement shall not exceed Five Thousand Dollars (\$5,000.00). Initial costs will be \$500.00 per application. Any additional hours necessary will be billed at \$125.00 per hour. Drawdowns for the payment of eligible expenses will be made against the line item budgets specified in Paragraph IV and in accordance with performance.

Payments may be contingent upon certification of the SUBRECIPIENT'S financial management system in accordance with the standards specified in 2 CFR Part 200 hereto made part of this Agreement by this reference.

VI. NOTICES

Communication and details concerning this Agreement will be directed to the following representatives or their designees. Email communication may be used for informal communication but is not accepted as formal communication. All formal communication must be submitted in writing and directed as follows:

GRANTEE:

Linda Leaver, Finance Director  
City of Crescent City  
377 J. Street  
Crescent City, CA 95531  
Phone: (707) 464-7483  
Fax: (707) 465-4405  
Email: lleaver@crescentcity.org

SUBRECIPIENT:

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Ross Welch  
Arcata Economic Development Corp  
707 K Street  
Eureka, CA 95501  
Phone: (707) 798-6132  
Email: ross@aedc1.org

VII. General Conditions

A. General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local regulations and policies governing the funds provided under this Agreement.

The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent SUBRECIPIENT"

Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing a relationship of employer/employee between the parties. The SUBRECIPIENT will at all times remain an "Independent SUBRECIPIENT" with respect to the services to be performed under this Agreement. The GRANTEE will be exempt from payments of all Unemployment Compensation, FUCA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent SUBRECIPIENT.

C. Hold Harmless

The SUBRECIPIENT must hold harmless, defend and indemnify the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT must provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT must carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum must purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the GRANTEE.

The SUBRECIPIENT must also comply with the bonding and insurance requirements as outlined in 2 CFR Part 200.

F. GRANTEE Recognition

The SUBRECIPIENT will ensure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided here in in all publications made possible with funds made available under this Agreement.

G. Amendments

The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the GRANTEE'S governing body. Such

amendments may not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligation under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

#### H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Services in Paragraph II(A) above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement will, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or material prior to the termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or part, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE'S contracts, in addition to the other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds until such time the SUBRECIPIENT is found to be in compliance by the GRANTEE, or is otherwise adjudicated to be in compliance.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

##### 1. Accounting Standards

The SUBRECIPIENT agrees to comply with 2CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The SUBRECIPIENT will administer the program in conformance with Cost Principles for Non-Profit Organizations, or Cost Principles for Educational Institutions, as applicable and outlined in 2CFR Part 200. The principles must

be applied for all costs incurred whether charged on a direct or indirect basis. 2 CFR Part 200 is hereto made part of this Agreement by this reference.

B. Documentation and Record-Keeping

1. Records to be Maintained

The SUBRECIPIENT must maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, hereto made part of this Agreement by reference, which are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition of improvements, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, hereto made part of this Agreement by reference and compliance with 2CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570, hereto made part of this Agreement by reference.

2. Retention

The SUBRECIPIENT must retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the grant contract has been closed by the State of California Department of Housing and Community Development and HUD. Records for non-expendable property acquired with funds under this Agreement must be retained for five (5) years after final payment has been received. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or expiration of the five-year period whichever occurs later. All original documents required to support the CDBG program and National Objectives must be provided to the GRANTEE at the end of the grant period. The SUBRECIPIENT will provide all documentation requested by the GRANTEE to comply with any audit during or after the closeout of the grant.

3. Client Data

The SUBRECIPIENT must maintain clients' data demonstrating client eligibility for services provided. Such data includes, but is not limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such data will be collected and reported in

compliance with CDBG program requirements as outlined under Section II (D): Reporting Requirements and will be made available to GRANTEE monitors or their designees for review upon request.

#### 4. Disclosure

The 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 the GRANTEE'S or SUBRECIPIENT'S responsibility with respect to services provided under this Agreement, is prohibited by State and Federal law unless written consent is obtained from such person receiving services and in the case of a minor, that of the responsible parent/guardian.

#### 5. Property Records

The SUBRECIPIENT must maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained must continue to meet the eligibility criteria and conform with the "Changes in Use" restrictions specified in 24 CFR Parts 570.503 (b) (8), as applicable, and hereto made part of this Agreement by this reference.

#### 6. Closeouts

The SUBRECIPIENT'S obligation to the GRANTEE does not end until all closeout requirements have been completed and State monitoring has occurred and been cleared. Activities during this closeout period include, but are not limited to the following: making final payments, disposing of program assets (including return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE), determining the custodianship of all records, and availability of staff for monitoring and monitoring clearance process.

#### 7. Audits and Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement will be made available to the GRANTEE, grantor agency, their designee or the Federal Government, at any time during normal business hours, as often as the GRANTEE or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted by an outside auditor in accordance with generally accepted accounting practices and, as applicable per 2CFR Part 200. A copy of the annual agency audit must be provided to the GRANTEE within 30 days of completion.



## C. Reporting and Payment Procedures

### 1. Program Income

Arcata Economic Development Corporation will not produce Program Income and is not subject to the provisions thereof.

### 2. Indirect Costs

Indirect costs are not allowed without prior written approval of the GRANTEE and the State CDBG program staff. If indirect costs are determined to be essential to the delivery of program services, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the GRANTEE for approval, in a form specified by the GRANTEE.

### 3. Payment Procedures

The GRANTEE will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and GRANTEE policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT and not to exceed actual cash requirements. Payments will be adjusted by the GRANTEE in accordance with advance fund and program income balances (if applicable) available in the SUBRECIPIENT accounts. In addition, the GRANTEE reserves the right to liquidate funds available under this Agreement for costs incurred by the GRANTEE on behalf of the SUBRECIPIENT.

### 4. Payment Procedures

The SUBRECIPIENT will submit regular Progress Reports to the GRANTEE in form, content, and frequency as required by the GRANTEE.

## D. Procurement

### 1. Compliance

The SUBRECIPIENT must: (1) comply with current GRANTEE policy concerning the purchase of equipment and procurement of professional services; and, (2) maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income (if applicable), program income generated by the sale of assets purchased with grant funds, etc.) shall revert to the GRANTEE upon termination of the Agreement.

### 2. Travel

The SUBRECIPIENT must obtain written approval from the GRANTEE for any travel outside Del Norte County with funds provided under this Agreement, excluding any travel to the SUBRECIPIENT'S home office location in Humboldt County.

**IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING ELEMENT**

The SUBRECIPIENT agrees to comply with: (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements of 6570.606(d) governing optional relocation policies as determined by the GRANTEE. The SUBRECIPIENT must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG assisted project. The SUBRECIPIENT also agrees to comply with applicable GRANTEE ordinances, resolutions, and policies concerning the displacement of persons from their residences.

**X. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The SUBRECIPIENT agrees to comply with local and State Civil Rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 50 of the Rehabilitation Act of 1973, the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11374 and 12086.

**2. Nondiscrimination**

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 DFR 570.607, as revised by Executive Order 13279. The applicable provisions in Section 109 of the Housing and Community development Act of 1974 as amended are still applicable as well.

**3. Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT must cause

or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the GRANTEE and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The GRANTEE will provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

The SUBRECIPIENT agrees that it will be committed to carry out pursuant to the GRANTEE'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The GRANTEE will provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT will submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The SUBRECIPIENT must furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports

required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENTS commitments hereunder, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Subcontract Provisions

The SUBRECIPIENT must include the provisions of Paragraphs X.A, Civil Rights, and X.B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

#### 2. Labor Standards (If Applicable)

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT must maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation will be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, must comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under

29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT must cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided under this Agreement and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT'S sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT'S sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the

neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

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

c. Subcontracts

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The SUBRECIPIENT may not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the GRANTEE.

2. Subcontracts

a. Approvals

The SUBRECIPIENT may not enter into any subcontracts with any agency or Individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts will be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT will cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The SUBRECIPIENT will undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts must be forwarded to the GRANTEE along with documentation concerning the selection process.

3. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 84.42 with respect to conflicts of interest, and covenants that it presently has no financial interest and will not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest will be employed or trained by the SUBRECIPIENT hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the GRANTEE, or of any designated public agencies or sub-recipients that are receiving funding under the State CDBG program

## 5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly:
- d. Lobbying Certification

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6. Copyright

If this Agreement results in any copyrightable material or inventions, the GRANTEE and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

## 7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## XI. ENVIRONMENTAL CONDITIONS



A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT will assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement will be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification must point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

SUBRECIPIENT will comply with the State of California General Terms and Conditions GTC 610, which are contained in Attachments A and B attached hereto made part of this Agreement by this reference.

**XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will remain in full force and effect.

**XIV. WAIVER**

The GRANTEE'S failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GRANTEE to exercise or enforce any right or provision does not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the GRANTEE and the SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the GRANTEE and the SUBRECIPIENT with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

CITY OF CRESCENT CITY:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Eric Wier, City Manager

ATTEST: \_\_\_\_\_  
Robin Patch, City Clerk

ARCATA EDC

BY: Ross Welch  
~~EXECUTIVE DIRECTOR~~

DATE: 7/31/2019

**ATTACHMENT A  
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS (GTC 610)**

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital/familial status, gender, gender identity, gender expression, sexual orientation, status with regard to public assistance, or military or veteran status, or denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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. Contractor 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D****CDBG TERMS AND CONDITIONS****1. Effective Date and Commencement of Work**

This Agreement is effective upon approval by the Department.

- A. The Grantee cannot incur any costs until the execution of the contract unless prior written approval has been given by CDBG management.
- B. For certain activities, the Grantee must receive the Authority to Use Grant Funds from the Department prior to the commitment and/or commencement of work.
- C. A Grantee cannot be reimbursed for any costs until the Department has issued written clearance of all general conditions requirements.

**2. Sufficiency of Funds and Termination**

- A. The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Grantee. Cause shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.
- B. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are available to the Department by the United States Government for the purposes of the CDBG Program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or statute enacted by the Congress or State Legislature, promulgated in State or federal regulations or any State or federal statute, as now in effect and as may be amended from time to time which may affect the provisions, terms, or funding of this Agreement in any manner.
- D. If Congress does not appropriate sufficient funds for the program, the Department may amend this Agreement to reflect any reduction in funds, or it may terminate this Agreement by giving 14 days written notice to the Grantee.

**3. Termination for Convenience and Enforcement**

- A. Except as provided in 24 CFR 85.43, awards may be terminated in whole or in part only as follows:
  - 1) The Department with the consent of the Grantee or Subgrantee in which case the two parties shall agree upon termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or,



**EXHIBIT D**

- 2) By the Grantee or Subgrantee upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either 24 CFR 85.43 or paragraph (A) of this Section.
- B. Enforcement for noncompliance may include the following remedies if a Grantee or Subgrantee materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances.
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Subgrantee or more severe enforcement action by the awarding agency.
  - 2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
  - 3) Wholly or partly suspend or terminate the current award for the Grantee's or Subgrantee's program.
  - 4) Withhold further awards for the program.
  - 5) Take other remedies that may be legally available, such as:
    - a) Hearings and appeals. In taking an enforcement action, the awarding agency will provide the Grantee or Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Subgrantee is entitled under any statute or regulation applicable to the action involved.
    - b) Effects of suspension and termination. Costs of Grantee or Subgrantee resulting from obligations incurred by the Grantee or Subgrantee during a suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee or Subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:
      - i. The costs resulting from obligations which were properly incurred by the Grantee or Subgrantee before the effective date of suspension or termination, are not in anticipation of suspension or termination; and, in the case of a termination, are non-cancellable; and,
      - ii. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes place.

**EXHIBIT D**

- c) Relationship to debarment and suspension. The enforcement remedies identified in this Section, including suspension and termination, do not preclude a Grantee or Subgrantee from being subject to 2 CFR Part 2424. CDBG funds may not be provided to excluded or disqualified persons pursuant to 24 CFR 570.489(i).

**4. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**5. National Objectives**

All grant activities performed under this Agreement must be eligible and must meet one of the National Objectives of the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, Section 104(b)(3), as amended and 24 CFR Part 570.483.

- A. Primarily benefits HUD defined low- or moderate-income person(s) (LMI) or households (LMH). The term low- or moderate-income limits are defined as being no more than 80% of the median area income on a county level, annually determined by HUD, per 24 CFR, Part 570.483(b); and/or,
- B. Elimination of Slums or Blight (on a spot or area basis) is an eligible CDBG National Objective. Slum and Blight's definition is found in 24 CFR, Part 570.483(c). The use of Slums or Blight requires prior Departmental written approval.
- C. Meeting an Urgent Need is an eligible CDBG National Objective under 24 CFR, Part 570.483(d). This National Objective can only be used after formal release of public notice from the Department announcing the disaster event and requesting grantees impacted by the disaster to submit proposals describing how this National Objective is being met by eligible activities under this Agreement.

**6. Public Benefit Standards for ED**

Per 24 CFR 570.482(f), (g) and 570.483(b)(4), the Grantee is responsible to demonstrate fulfillment of the public benefit standards for all CDBG ED activities under Sections 105(a)(2), (14) and (17) of The Act. The use of public benefit standards is mandatory.

When CDBG funds are provided directly to a for-profit business, or are provided to the Grantee for an ED infrastructure public facility project, public benefit is generally met through the creation or retention of permanent full-time equivalent job positions.

**EXHIBIT D**

When CDBG funds are provided to a business that provides goods or services within an area that is predominately LMI, public benefit is generally met by documenting that the CDBG assistance does not exceed \$350 per LMI in the identified service area.

These ED activities must also comply with CDBG's six underwriting standards, per CFR, Part 570.482(e).

**7. Waivers**

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

**8. Uniform Administrative Requirements**

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth in Section 570.502. OMB Uniform guidance at 2 CFR 200 supersedes the above Uniform Administrative Requirements, effective July 1, 2015; and if there are any discrepancies between the above mentioned circulars and the OMB Uniform Guidance, the Uniform Guidance takes precedence.

**9. Non-Performance**

In the event that the National Objective and/or Public Benefit requirements are not met, the Department may, in its sole discretion, impose any or all of the following remedies: recapture of part or all of the PI; reimbursement of part or all of the grant amount; and/or exclusion of the Grantee from further CDBG funding for a period of time to be determined by the Department.

Prior to closing out this Agreement, the Department shall review the actual National Objective and/or Public Benefit achievements of the Grantee.

**10. Affirmatively Furthering Fair Housing**

The Grantee will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

**11. Equal Opportunity Requirements and Responsibilities**

**A. Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.

## EXHIBIT D

- B. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- F. The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.
- G. The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.
- H. Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

## EXHIBIT D

- I. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259**: This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986**: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).
- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246**: This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

## EXHIBIT D

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

The Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing 24 CFR, Part 135. The responsibilities of the Grantee are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential contractors for Section 3 covered projects of the requirements of this Part, and incorporating the Section 3 clause set forth in Section 135.38 in all solicitations and contracts.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in Section 135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in Section 135.30.
- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.
- F. A Grantee which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

**13. Environmental Compliance**

The Grantee shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Grantee. The level of compliance varies by activity. NEPA review must be completed by the Grantee for each activity and approved in writing by Department staff prior to incurring costs on the grant activity(ies).

**EXHIBIT D****14. Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

**15. Relocation, Displacement, and Acquisition**

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any assistance is carried out by the Grantee and assisted in whole or in part by funds allocated by CDBG. For projects where there will be temporary or permanent displacement, the Grantee must submit signed General Information Notices from each tenant who was residing in the project at the time of Application submittal.

**16. Compliance with State and Federal Laws and Regulations**

- A. The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines and requirements of 24 CFR Part 85 and OMB Circulars A-87 (implemented at 2 CFR 225), A-110 (implemented at 2 CFR part 215), A-122 (implemented at 2 CFR part 230), A-133 (implemented at 24 CFR part 45), A-128 (implemented at 24 CFR part 44) and OMB Uniform Guidance (implemented at 2 CFR Chapter I, Chapter II, Part 200 et al), as applicable, as they relate to the acceptance and use of federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth in Section 570.502. OMB Uniform guidance at 2 CFR 200 supersedes the above Uniform Administrative Requirements, effective July 1, 2015; and if there is any discrepancies between the above mentioned circulars and the OMB Uniform Guidance, the Uniform Guidance takes precedence.
- B. The Grantee agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the grant activity(ies), and with any other federal provisions as set forth.

**17. Federal Labor Standards Provisions**

- A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) The act prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is prohibited conduct in itself. This act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting.

**EXHIBIT D**

- C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

**18. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Section 1720-1743] (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 is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the LC. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

**19. Lead Based Paint Hazards**

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Grantee with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these regulations. The Grantee shall be responsible for the notifications, inspections, and clearance certifications required under these regulations.

**20. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials**

Pursuant to 24 CFR 570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or



**EXHIBIT D**

responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

**21. 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.

**22. Anti-Job Pirating Certification**

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

**23. Anti-Lobbying Certification**

The Grantee shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

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

**EXHIBIT D****24. Bonus or Commission, Prohibition Against Payments of**

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

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

**25. Contractors and Subrecipients**

- A. The Grantee shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
  - 1) Contractors are defined as program operators or construction contractors who are procured competitively.
  - 2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.
- B. An agreement between the Grantee and any contractor or subrecipient shall require:
  - 1) Compliance with the applicable State and federal requirements described in this Agreement, which pertain to, among other things, labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2) Maintenance of at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the grant activity(ies) or any part of it.
  - 3) Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.
  - 4) Compliance with the applicable Equal Opportunity Requirements described in Exhibit D, Section 11 of this Agreement.

**EXHIBIT D****C. Contractors shall:**

- 1) Perform the grant activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.
- 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

**D. Subrecipients shall:**

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HUD/HCD contract has been closed.
- 2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

**E. Contractors and Subrecipients: Drug-Free Workplace Act of 1988**

- 1) Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- 2) Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- 3) Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within (5) five calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- 4) Notify the contracting or granting agency within 10 (ten) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- 5) Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- 6) Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

**EXHIBIT D****26. Insurance**

The Grantee shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit A.

**27. Reporting Requirements**

During the term of this Agreement, the Grantee must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Grantee's performance under this Agreement will be based in part on whether it has submitted the reports on a timely basis.

- A. Project Set up Report: Accompanies first draw request.
- B. Public Services Annual Beneficiary Data Report (tab within the Set-Up/Completion Report): July 31<sup>st</sup> for all open public service activities.
- C. Project Completion Report: For all activities except Public Services, submit with the project's "final" funds request, or earlier. For Public Services, submit at the end of the 3 year period, or when funds have been fully expended and beneficiary data is known.
- D. Annual Performance Report: July 31<sup>st</sup>.
- E. Program Income Semi-Annual Report: January 30<sup>th</sup> and July 31<sup>st</sup>.
- F. Labor Standards Semi-Annual Report: April 1<sup>st</sup> and October 1<sup>st</sup>.
- G. Labor Standards Final Report: Within 30 days after final construction contract payment made to contractor.
- H. Closeout Certification: Within 90 days of grant expiration with proof of Public Hearing. The Department reserves the right to request any other reports that may be necessary for the implementation of this Agreement.

**28. Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the grant. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Grantee's performance score on future applications.

In determining appropriate monitoring for each grant, the Department shall consider prior grant administration, audit findings, as well as factors such as complexity of the project and the amount of funding. The Department shall determine the areas to be monitored, the number of monitoring visits, and their frequency. The monitoring will address program compliance with contract provisions, including to but not limited to National Objective, financial management, the requirements of HCDA, 24 CFR, Part 85, 24 CFR 570 Part I, and all applicable Federal overlay requirements.

**EXHIBIT D****29. Inspections of Grant Activity**

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

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

**30. Access**

Access by the Grantee, the Subgrantee, the federal grantor agency, the State, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions pursuant to 24 CFR 85.36(i)(10).

**31. Audit/Retention and Inspection of Records**

- A. The Grantee must have intact, auditable fiscal and program records at all times. If the Grantee is found to have missing audit reports from the California State Controller's Office (SCO) during the term of this Agreement, the Grantee will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Grantee will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Grantee's audit completion plan is subject to prior review and approval by the Department.
- B. The Grantee agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Grantee agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Grantee further agrees to maintain such records for a minimum period of five (5) years after the Department notifies Grantee that the HUD/HCD contract has been closed. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

**EXHIBIT D**

- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Grantee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such grant activity(ies) is approved in writing by the Department prior to the commencement of such grant activity(ies).
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.
- E. For the purposes of annual audits under OMB Circular A-133, Grantee shall use the Federal Catalog number 14.228 for the State CDBG Program.
- F. Pursuant to OMB Circular A-133, the Grantee shall perform an annual audit at the close of each fiscal year in which this Agreement is in effect. Audit costs for this Agreement are a general administration expense and are subject to the general administration expenditure limits associated with this Agreement. The costs of the CDBG-related portion of the audit may be charged to the program in accordance with Public Law 98-502, OMB Circular A-133, and Section 7122 of Title 25 CCR.
- G. Notwithstanding the foregoing, the Department will not reimburse the Grantee for any audit cost incurred after the expenditure deadline of this Agreement.
- 1) The audit shall be performed by a qualified State, department, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
  - 2) If there are audit findings, the Grantee must submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends and the Department will notify the Grantee in writing. If the Department is not in agreement, the Grantee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
  - 3) The Department shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
  - 4) If so directed by the Department upon termination of this Agreement, the Grantee shall cause all records, accounts, documentation and all other materials relevant to the grant activity(ies) to be delivered to the Department as depository.

**32. Signs**

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

**EXHIBIT D****33. Citizen Participation**

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

**34. Flood Disaster Protection**

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said act.
- C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

**35. Procurement**

The Grantee shall comply with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, local and federally recognized Indian tribal governments.

**36. Program Income**

- A. General Requirements - Pursuant to the definition of PI found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Grantee from the Department are PI. These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI.

**EXHIBIT D**

- 1) The three separate PI accounts are:
  - a) General PI (which, if less than \$35,000 and is received within one fiscal year may be defederalized);
  - b) Housing (1-4 units) Revolving Loan Fund (RLF); and,
  - c) ED RLF.

- 2) Once the Grantee has a Department approved Housing (1-4 units) RLF or ED RLF, any PI received that was generated by the associated RLF activity must be deposited into that RLF.

This means PI received for Housing (1-4 units) activities must be deposited into the Housing RLF, and any ED PI received must be deposited into the ED RLF.

*Note: PI and each RLF must be in separate interest bearing accounts.*

- 3) If the Department has not approved a RLF, the Grantee must deposit all CDBG PI payments into a single interest bearing PI account.
- 4) If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct proportions and amounts, based on the CDBG and non-CDBG funds invested in the asset. Only the CDBG PI portion of the repayment is deposited into the CDBG PI or RLF account.
- 5) In order to spend PI, a Grantee must either have an active contract (a contract where the expenditure deadline has not passed), or a Department approved PI Reuse Agreement (Reuse Agreement) dated July 2014 or later.

- B. PI and RLF Monies for Active Grant Contract Activities:** All PI on hand must be always be expended on active contract activities prior to requesting contract funds from the Department.

If the Grantee has a Department approved RLF as well as an active contract that includes funding for the same RLF activity, the RLF funds on hand must be expended before requesting contract activity funds reimbursement from the Department.

- C. PI General Administration (PI GA) for Grant Administration Costs (up to allowable limits):** A Grantee is allowed to use up to seventeen percent (17%) of all PI received for eligible GA costs. Since all PI must be expended first (before requesting reimbursement from contract funds), GA funds cannot be held and set aside to be used for PI GA costs as they are incurred. All PI must be spent on CDBG eligible costs before the next funds request may be submitted.

Thus, the Grantee must track an accounting of the 17% GA received and all GA expenditures. However, the PI GA allowance only applies to PI received that is not generated by RLF activities.



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RLF payments are not eligible for PI GA calculations.

PI GA funds cannot be used for planning studies; planning studies can only be funded under awarded grant contracts. See the PI Chapter of the Grant Management Manual (GMM) for further details on eligible PI GA activities under this Agreement.

D. PI for an Approved RLF Activity: The two eligible RLFs and their corresponding definitions, as permitted by the Reuse Agreement, are:

1) Housing RLF - Eligible housing activities under this RLF include:

- a) Housing Rehabilitation - Single Unit Residence Program for owner and/or tenant occupied properties - Matrix Code 14A.
- b) Housing Rehabilitation - 2 to 4 Units Program for tenant occupied properties - Matrix Code 14B.
- c) Housing Acquisition - Single Family Program for homebuyer assistance - Matrix Code 13.

2) ED RLF

Eligible ED activities under this RLF include:

- a) Business Assistance Program (direct financial assistance to a for-profit business) - Matrix Code 18A.
- b) Microenterprise Financial Assistance (loans) - Matrix Code 18C.

Written Department approval must be received before incurring any costs associated with any RLF activities. All approved RLF projects must be reported to the Department via the applicable Project Set-Up/Completion Reports.

Any PI that a Grantee expends on RLF activities becomes RLF funds and must be included in the RLF when repayment is received.

E. Grantees Leaving or Entering the State Non-Entitlement Program: Grantees must certify adherence to all State CDBG PI/RLF procedures when leaving or entering the State CDBG Program, including:

1) 24 CFR 570.489(e)(3)(iii) Transfer of PI to Entitlement Program:

A Grantee that either is an entitlement communities or is part of an urban agreement, or a Grantee that becomes an entitlement community or joins an urban agreement, has the following PI and RLF options:

**EXHIBIT D**PI not associated with a RLF:

- a) A Grantee must certify they will be reporting the State PI and activity into the Entitlement Programs process, including receipting CDBG proceeds and disbursements into IDIS; or,
- b) Return all State CDBG PI, including the amount of PI on hand at the time the HUD agreement is fully executed and any future PI generated by State CDBG funding to the Department, until all such State CDBG PI has been returned.

PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

- a) The entitlement/urban agreement jurisdiction has a Reuse Agreement signed by the Department and the City/County Authorized Representative.
- b) The entitlement/urban agreement jurisdiction will operate the RLF in compliance with the Department's RLF rules into the future.
- c) The entitlement/urban agreement jurisdiction will need to report on all expenditures, and accounting of RLF(s) as required by the Department.
- d) The entitlement/urban agreement jurisdiction will have loan servicing and asset management policies and procedures defined and in place, pursuant to the Department's Asset and Real Property Management Chapter in the GMM.

2) 24 CFR 570.489(e)(3)(iv) Transfer of PI of Grantees Losing Entitlement Status:

Entitlement PI and PI generated by State CDBG funds cannot be comingled.

Within 90 days of leaving the Entitlement Program to join the State CDBG Program, the authorized representative for any jurisdiction that has lost or has relinquished its entitlement status must submit a letter to the Department certifying that the jurisdiction will either:

- a) Repay or retain PI generated under entitlement grants and continue to comply with the Entitlement Program requirements for PI, including reporting it into IDIS or to the urban county; or,
- b) Retain the PI, identify the total PI and RLF on hand and loan portfolio balances to be transferred to the State CDBG Program and agree that the jurisdiction will comply with all of the State's rules for PI and RLF by executing a Reuse Agreement and obtaining the Department's approval for any RLFs.

**EXHIBIT D****37. PI Reuse Agreement**

The Grantee must adopt and submit the most current Reuse Agreement provided by the Department. The Reuse Agreement is not in effect until it has been executed by the Department.

**38. Obligations of Grantee with Respect to Certain Third Party Relationships**

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

**39. Energy Policy and Conservation Act**

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

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

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
  - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
  - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
  - 4) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**EXHIBIT D**

- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. GC § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

# CRESCENT CITY MICROENTERPRISE PROGRAM FUNDING APPLICATION

Amount of Micro Program Funding Requested:

Business Name:

Physical Address (Cannot be a P.O. Box):

Name:  Business Phone #:  Cell Phone #:  Business Fax #:  Email Address:

Primary Contact:

Name:  Business Phone #:  Cell Phone #:  Business Fax #:  Email Address:

Business Name Trademarked:

Website URL:

Type of Business: (One descriptive sentence or phrase)

Date Founded or to be Launched: (##/##/####)

Legal Structure:

**\*\* NOTE: A legal business entity must be established before funds can be released. \*\***

Business License #: (if applicable)

CA Corporate Registration #: (if applicable)

Ownership Interest(s):

Owner Name(s):	Title:	% Ownership	Years Relevant Industry Experience

**Key Management Personnel:** (if the same individual fills multiple positions include all relevant experience in their bio on Page 4)

Position:	Name of Individual or Firm	Bio Included	or Firm Website
President/CEO			
Production/Operation Manager			
Finance/Accounting			
Marketing/Sales			
Other:			

**Summary of Business:**

Business Name:

Will funds be used to make interest payments on (or to refinance) an existing loan?

Will funds be used to buy out an Owner or acquire a business in which any Owner is not actively engaged?

Is (or will) the business be registered to do business in the State of California?

Is the business involved in the production of cannabis or cannabis related products?

If You Answer "Yes" to any of the following questions, please attach details on the next page.

Has any Owner ever declared bankruptcy?

If Yes, explain on next page.

Is any Owner liable as guarantor/endorser on an existing or outstanding loan?

If Yes, explain on next page.

Is any Owner a party to any legal claim or lawsuit?

If Yes, explain on next page.

Is any Owner past due on any taxes?

If Yes, explain on next page.

Are there any tax liens filed against any Owner?

If Yes, explain on next page.

Is the business currently in violation of any government codes/ordinances?

If Yes, explain on next page.

Would you allow us to conduct a criminal background check on all Owners?

Are all other startup/expansion/capital funds available (Deliverable #15)?

If Yes, provide evidence.

**\*\*Answers to the questions above and information provided do not automatically make you eligible or ineligible for funding. Answers and information will, however, be used to make a final funding decision based on Microenterprise Program objectives and criteria established by the provider of the program and forgivable loan funds.\*\***

**Micro Program Funding will be limited to no more than six (6) disbursements. Payments will be made directly to a vendor in a timely manner upon receipt of an approved invoice or to the business as a reimbursement in a timely manner upon receipt of an invoice and "proof" of payment (e.g., canceled check, vendor receipt of payment, bank statement with a clear reference to vendor paid, etc.).**

**Authorization:** Each Owner signing this Application ("Signer") certifies that all information provided by the Applicant and the signer(s) is true and complete and they understand any program terms and conditions outlined in this document. Each signer acknowledges that additional information may be required in order to evaluate the funding request and make a final funding decision.

**Required Signers:** All signers must also be duly authorized to sign on behalf of Applicant.

**ACKNOWLEDGEMENT: EACH SIGNER ACKNOWLEDGES THAT THE CITY OF CRESCENT CITY AND IT'S AGENTS MAY RELY ON THE STATEMENTS AND INFORMATION SET FORTH IN THIS APPLICATION AND THAT SUCH STATEMENTS AND INFORMATION MAY BE INCORPORATED BY REFERENCE IN ANY AGREEMENT ANY OF THE UNDERSIGNED MAY ENTER INTO WITH THE CITY OF CRESCENT CITY. EACH OF THE UNDERSIGNED HEREBY AGREES TO NOTIFY THE CITY OF CRESCENT CITY PROMPTLY OF ANY CHANGE IN ANY SUCH STATEMENT OR INFORMATION. EACH SIGNER HAS READ AND UNDERSTOOD THE TERMS OF THIS APPLICATION, INCLUDING ANY ADDENDUM, AND REPRESENTS AND WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.**

Signature:**	Printed Name:	Title:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**\*\* Original or Approved Electronic Signatures Required**

**The Credit Authorization Form included with this application should be completed (and signed) by each individual with a 20% of greater Ownership interest in the business.**

**If the business is already in operation, please provide a copy of the most recent Federal Tax Return with all schedules along with this application (submit Personal Tax Return for Schedule C businesses).**

Business Name:

**Supplemental Information to Questions on Previous Page**

**Bankruptcy** (include name of owner(s) involved, creditors involved, type, date, status, etc.)

**Loan Liabilities** (include name of owner(s) involved, type, origination date, maturity date, original amount, current balance, status, etc.)

**Legal Claims/Lawsuits** (include name of owner(s) and parties involved, explanation of claim or basis of claim/lawsuit, status, etc.)

**Past Due Taxes** (include name of owner(s) involved, explanation of past due tax, amount past due, status, etc.)

**Tax Liens** (include name of owner(s) involved, basis of tax lien, original lien amount, current lien amount, status, etc.)

**Code/Ordinance Violations** (include name of party(s) involved, type of violation, action taken, current status, est. remedy date, etc.)

**Other Information** (include other information that may clarify information provided in this application or on a Personal Credit Report)

Business Name:

--

**Key Management Bios**

(If Business Employee or Individual Advisor/Consultant include Bio text in space below even if available on website)

President/CEO:

--

Production/Operations Manager:

--

Finance/Accounting:

Website:

--

Marketing/Sales:

--

Other Key Management Position:

Website:

--



Business Name:

### Sources and Uses Statement

(From Deliverable #15)

	Sources of Funds						Revenue from Business
	Total	Micro Program Funding	Owners: Invested to Date	Owners: Add'l Equity	Other Equity	Other Debt	
<b>Startup/Expansion &amp; Capital Costs</b>							
Owner's Wages/Salary, Taxes & Benefits	\$0		\$0	\$0	\$0	\$0	\$0
Other Wages/Salaries, Taxes & Benefits	\$0		\$0	\$0	\$0	\$0	\$0
Legal - Incorporation/Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Legal - Patents, Copyright, etc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accounting - Set up accounting system	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Startup Contract Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Furniture, Fixtures & Equipment (list below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Initial Inventory	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Research	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Web Design, Logo Design, Etc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Cards, Promotional Materials	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deposits (rent, leases, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: (list below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Startup/Expansion &amp; Capital Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**\*\* CONFIDENTIAL \*\***

**Crescent City Microenterprise Program  
Credit Authorization Form**

**To be completed by any owner of 20% or more of the business**

The following information is necessary for the City of Crescent City or its agent to complete a thorough credit investigation and obtain a copy of your credit report.

**A Photostat copy of this authorization may be deemed to be equivalent of the original and may be used as a duplicate original**

Legal Name (First, Middle, Last, Suffix):	Legal Name (First, Middle, Last, Suffix):	Legal Name (First, Middle, Last, Suffix):
Legal Address (No P.O. Boxes):	Legal Address (No P.O. Boxes):	Legal Address (No P.O. Boxes):
City, State and Zip Code:	City, State and Zip Code:	City, State and Zip Code:
DOB (##/##/####):	DOB (##/##/####):	DOB (##/##/####):
Social Security Number:	Social Security Number:	Social Security Number:
Driver's License Number/State:	Driver's License Number/State:	Driver's License Number/State:
Telephone Number:	Telephone Number:	Telephone Number:
Fax Number:	Fax Number:	Fax Number:
Email Address:	Email Address:	Email Address:

I hereby authorize the City of Crescent City or its agent to contact credit reporting agencies and creditors with regards to the status of any past or outstanding debt or other credit history or information that such agencies make available for credit worthiness evaluation at present or at any time in the future for the purpose of making or monitoring a loan. Such information may include, but may not necessarily be limited to, employment and income verification and account deposit histories and balances.

I understand that the requested credit report is only for use by the City of Crescent City or its agent and I cannot obtain a copy from the City of Crescent City or its agent. However, I understand that I may contact the credit reporting agencies to obtain a copy of a similar report.

The City of Crescent City or its agent will use their reasonable efforts to keep confidential such non-public financial and other information regarding this Credit Authorization and my loan application (the "Application") as it may receive, and I understand and agree that in any event the City of Crescent City or its agent may disclose any such information (a) to its directors, officers, employees, service providers, funding sources and agents, including accountants, legal counsel and other advisors (it being understood that the City of Crescent City has limited power and control over its agents, employees and other third parties and any failure by them to keep furnished information confidential shall neither constitute a breach of this confidentiality provision nor afford the undersigned or any other party a right of action against the City of Crescent City, its agents or employees), (b) to the extent requested by any government authority, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Credit Authorization or the Application, or the enforcement of rights hereunder, (e) with my consent or (f) to the extent such information (i) becomes publicly available other than as a result of a breach of this confidentiality provision or (ii) becomes available to the City of Crescent City or its agent on a non-confidential basis from a source other than me; provided that in no event shall the City of Crescent City or its agent be obligated or required to return any materials furnished by me, my business or any of its affiliates.

Signature:	Printed Name:	Title:	Date:







## Microenterprise Program Technical Assistance Review

**Business Name:**

**Amount Requested:**

**Technical Assistance:**

To be considered for funding, the Applicant must have completed all of the Deliverables to complete the Microenterprise "Mini Business Model".

Program Coordinator :  has provided an email certifying that the Applicant has completed the "Mini Business Model"   
 Copy of verification email attached:  Copy of "Mini Business Model" file received:

**Score the Mini Business Model** (The Program Coordinator should enter a Review Score after evaluating the Applicant's Deliverables. The Due Diligence Provider should review the evaluate the Applicant's Deliverables and conduct a telephone interview with the Applicant to enter a Diligence Review Score. The two scores will be averaged & weighted to rate the Applicant)

Mini Business Model Review: (see Scoring instructions on page 4)	Program Review Score 5 to 0	Diligence Interview Score 5 to 0	Average Score 5 to 0	Weighted Score 5 to 1
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**1. Market Assessment: Background Research** (Deliverables #1, #2, #3, #4 & #5, Assumptions Deliverable #16) 0

Business understands the customer segments it wishes to serve for each of its Product/Service offering:

Notes:

Business understands what each customer segment is trying to get done, problem they are trying to solve and/or need they are trying to satisfy in their work or their life (i.e., Jobs):

Notes:

Business understands the "challenges" (i.e., Pains) each customer segment experiences before, during or after they try to get a "Job" done or that prevents them from getting a "Job" done:

Notes:

Business understands the "outcomes/benefits" (i.e., Gains) required, expected or desired by each customer segment:

Notes:

Business understands the problems its products/services are solving for each customer segment:

Notes:

**2. Market Assessment: Product/Service Offerings** (Deliverables #6, #7 & #8, Assumptions Deliverable #16) 0

Business understands how its products/services relieve the "challenges" (i.e., Pains) each customer segment experiences before, during or after they try to get a "Job" done or that prevents them from getting a "Job" done (i.e., Pain Relievers):

Notes:

Business understands how its products/services intend to produce the outcomes and benefits (i.e., Gains) each customer segment requires, expects, desires or would be surprised by (i.e., Gain Creators):

Notes:

Business Name: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

**Mini Business Model Review:** (see Scoring instructions on page 4)

Program Review Score 5 to 1	Diligence Interview Score 5 to 1	Average Score 5 to 1	Weighted Score 5 to 1
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**2. Market Assessment: Product/Service Offerings - Continued** (Deliverables #6, #7 & #8, Assumptions Deliverable #16)

Business has rated how well its product/service features act as "Pain Relievers" each customer segment's Gains:

		0
--	--	---

Notes: \_\_\_\_\_

Business has rated how well its product/service features act as "Gain Creators" each customer segment's Gains:

		0
--	--	---

Notes: \_\_\_\_\_

**3. Market Assessment: Market Size & Competitive Position** (Deliverables #9, Assumptions Deliverable #16)

Business will serve which of the following markets: (Indicate "Yes" to ALL that apply)

Local  Local Region  Statewide/  
Multi-state Region  National  International

0
---

Notes: \_\_\_\_\_

Business understands its competitive position in each market for each of its products/services:

		0
--	--	---

Notes: \_\_\_\_\_

Business understands startup/ongoing costs for each sales channel and customer relationship strategy:

		0
--	--	---

Notes: \_\_\_\_\_

**4. Sales Projections, Pricing & Revenue** (Deliverables #10 & #11, Assumptions Deliverable #16)

Business has defined sales channel(s) for reaching potential customers for each of its products/services:

		0
--	--	---

Notes: \_\_\_\_\_

Business has defined the relationship it plans to develop/maintain with customers of each of its products/services:

		0
--	--	---

Notes: \_\_\_\_\_

Business understands startup/ongoing costs for each sales channel and customer relationship strategy:

		0
--	--	---

Notes: \_\_\_\_\_

Projected Unit Sales & Pricing appear reasonable based on market size, competitive position, channel strategy, etc.:

Units  Product/Service #1  Product/Service #2  Product/Service #3

		0
--	--	---

Pricing  Product/Service #1  Product/Service #2  Product/Service #3

		0
--	--	---

Notes: \_\_\_\_\_

Figures take into consideration seasonal impacts and/or the time needed to ramp up operations & sales:

Business Name: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

Mini Business Model Review: (see Scoring Instructions on page 4)				Program Review Score 5 to 1	Diligence Interview Score 5 to 1	Average Score 5 to 1	Weighted Score 5 to 1
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**5. Key Resources, COGS, Operating Expenses & Funding Needs** (Deliverable #12, Assumptions Deliverable #16)

Business understands each of the following Key Resources it needs to implement the Business Model:

<input type="checkbox"/>	Physical	<input type="checkbox"/>	Human	<input type="checkbox"/>	Intellectual	<input type="checkbox"/>	Financing
--------------------------	----------	--------------------------	-------	--------------------------	--------------	--------------------------	-----------

Notes: \_\_\_\_\_

Business understands the COGS associated with each of its products/services: (including economies of scale, outsourcing, etc.)

<input type="checkbox"/>	Product/Service #1	<input type="checkbox"/>	Product/Service #2	<input type="checkbox"/>	Product/Service #3
--------------------------	--------------------	--------------------------	--------------------	--------------------------	--------------------

Notes: \_\_\_\_\_

Business has entered and understands the Operating Expenses it will incur to implement the Business Model: (review to insure Operating Expenses include the cost of Key Resources and Key Activities needed to implement the Business Model)

Notes: \_\_\_\_\_

Business has entered and understands the Startup/Expansion & Capital costs to implement the Business Model:

Notes: \_\_\_\_\_

		0	
		0	
		0	
		0	
		0	

**6. Key Activities** (Deliverables #13, Assumptions Deliverable #16)

Business understands each of the following Key Activities (Actions) It needs to undertake to implement the Business Model:

<input type="checkbox"/>	Production	<input type="checkbox"/>	Problem Solving	<input type="checkbox"/>	Platform/Network
--------------------------	------------	--------------------------	-----------------	--------------------------	------------------

Notes: \_\_\_\_\_

Business has developed a management plan defining who (internal or external) will be responsible for each Key Activity:

Notes: \_\_\_\_\_

		0	
		0	
		0	

**7. Key Partnerships** (Deliverables #14, Assumptions Deliverable #16)

Business has identified Key Partnerships and understands their role(s) in implementing the Business Model: (review to insure Key Partnerships that contribute to (or reduce) COGS & Operating Expenses are included in appropriate financial projections)

<input type="checkbox"/>	Production Partnerships	<input type="checkbox"/>	Operating Partnerships
--------------------------	-------------------------	--------------------------	------------------------

Notes: \_\_\_\_\_

		0	
		0	

**8. Financial Projections & Cash Flow** (Deliverables #15, Assumptions Deliverable #16)

Business has entered estimated taxes to align with required cash payments (including self-employment taxes):

Business has entered its Beginning Cash Balance and Other Appropriate Monthly Cash Flows:

Business generates positive Net Income over the 12 month period with Owner's Wages/Salaries & Taxes included: (see Notes)

		0	
		0	



Business Name: \_\_\_\_\_

Amount Requested: \_\_\_\_\_

**Mini Business Model Review: (see Scoring Instructions on page 4)**

	Program Review Score 5 to 1	Diligence Interview Score 5 to 1	Average Score 5 to 1	Weighted Score 5 to 1
<b>Management Team:</b> (summary assessment based on a review of bios, materials provided and interview with Applicant)				0
Management team (including Key Partners & Outside Providers) has capacity to manufacture products/deliver services:			0	
Management team (including Key Partners & Outside Providers) has the capacity to manage overall business operations:			0	
Management team (including Key Partners & Outside Providers) has the capacity to prepare & manage the business' finances:			0	
Management team (including Key Partners & Outside Providers) has the capacity to generate the projected sales revenue:			0	
Management team (including Key Partners & Outside Providers) has the capacity to achieve targeted COGS:			0	
Management team (including Key Partners & Outside Providers) has the capacity to achieve targeted Operating Expenses:			0	

**Management Team Notes and Suggested Conditions:**

\_\_\_\_\_

## Microenterprise Program Due Diligence Review

Business Name:

Amount Requested:

**Summary Scores by Business Model Category:**

Mini Business Model Review:	Weighted Score 5 to 1
<b>1. Market Assessment: Background Research</b> (Deliverables #1, #2, #3, #4 & #5, Assumptions Deliverable #16)	0.0
<b>2. Market Assessment: Product/Service Offerings</b> (Deliverables #6, #7 & #8, Assumptions Deliverable #16)	0.0
<b>3. Market Assessment: Market Size &amp; Competitive Position</b> (Deliverables #9, Assumptions Deliverable #16)	0.0
<b>4. Sales Projections, Pricing &amp; Revenue</b> (Deliverables #10 & #11, Assumptions Deliverable #16)	0.0
<b>5. Key Resources, COGS, Operating Expenses &amp; Funding Needs</b> (Deliverable #12, Assumptions Deliverable #16)	0.0
<b>6. Key Activities</b> (Deliverables #13, Assumptions Deliverable #16)	0.0
<b>7. Key Partnerships</b> (Deliverables #14, Assumptions Deliverable #16)	0.0
<b>8. Financial Projections &amp; Cash Flow</b> (Deliverables #15, Assumptions Deliverable #16)	0.0
<b>Management Team</b> (Application Bios, Interview and, if applicable, previous experience with Applicant)	0.0
<b>Aggregate Weight Score:</b>	<b>0.0</b>

Reviewer's Assessment

**A. Business/Project Eligibility - Applicable to all Applicants:**

1. Business' future viability will be impacted by an Owner bankruptcy (based on review & confirmation of application explanation)
2. Business' future viability will be impacted by a legal claim or lawsuit against an Owner (based on review & confirmation of application explanation)
3. Business' future viability will be impacted by taxes due by an Owner (based on review & confirmation of application explanation)
4. Business' future viability will be impacted by tax liens filed against an Owner (based on review & confirmation of application explanation)
5. Business' eligibility will be impacted as a result of information appearing on an Owner's Criminal Background Check (based on a review & guidance from City Attorney)

**\*\* If Reviewer's Answer is "Yes" 1, 2, 3, 4 or 5 above, the Business/Project is Ineligible for Funding. Discontinue Due Diligence. \*\***

6. Business' at risk due to derogatory credit history, excessive credit card debt, etc. of one or more Owners (based on review owner(s) credit reports)
7. Business is registered to do business in the State of California (e.g., Fictitious Names Statement, Corp. Registration, etc. on file)
8. Business or business owner(s) are (or will be) located within the legal boundaries of the jurisdiction funding the Microenterprise Program.
9. Projected Annual Sales Revenue is "Greater Than" Breakeven Point Sales (with Owner's Wages/Salary Included)

If "No", would the business reach positive Net Income (with Owner's Wages/Salary Included) within 12 months after its initial ramp up period.

If "Yes", continue funding review with additional consideration as to the business' strength based on Reviewer's assessment of the Financial Feasibility factors below.

10. Projected Annual Sales Revenue is "Greater Than" Breakeven Point Sales (without Owner's Wages/Salary Included)

**Notes based on the answers above:** (Provide supplemental sheets if necessary)

**Condition for release of Funds based on the answers above:** (Expand in Summary Conditions Section or on additional sheets if necessary)

Business Name: [Redacted]

Amount Requested: [Redacted]

Reviewer's Assessment

**Complete Section B Only if CDBG Funds are the source of Program Financial Assistance to Applicants**

**B. Business/Project Eligibility - Applicable to Applicants funded "in part" or "in whole" with CDBG funds:**

1. Business owner(s) meet CDBG Microenterprise Financial Assistance income requirements (Copy of Part 5 Documentation on file)  
\*\* If "No", Business/Project is ineligible for Funding. Discontinue Due Diligence.
2. Business is **NOT** involved in the production of cannabis or sale of cannabis products
3. Uses of funds will **NOT** trigger Federal Labor Standards Compliance (i.e., Davis-Bacon) or CA State Prevailing Wage requirements.
4. Business has Duns Number
5. Owner(s) are **NOT** on the Federal Debarred List. [www.sam.gov/SAM/](http://www.sam.gov/SAM/) (documentation on file)
6. HUD Part 58 NEPA completed and approved by HCD for project (documentation on file)
7. CA State Historic Preservation (SHPO) documentation submitted and project cleared (documentation on file)
8. The project will **NOT** involve the acquisition of Real Property that will displace residents or businesses (conforms to 49 CFR Part 24)
9. Conflict of Interest Disclosures Signed by all Owners
10. No Job Pirating Disclosures Signed by all Owners
11. Business and project will **NOT** be engaged in lobbying, political activities (Hatch Act) or religious activities prohibited by 24 CFR 570.200(j).
12. Project complies with CDBG Underwriting Criteria for Microenterprises outlined in the subsequent sections.

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

Condition for release of Funds based on the answers above: (Expand in Summary Conditions Section or on additional sheets if necessary)

[Redacted]

**C. Project Cost are Reasonable**

Project costs are reasonable:

Determination based on: (check all that apply)

3rd Party Quotes/Estimates Provided by Applicant

Internet Search by Reviewer (include websites)

Previous experience with similar project expenditures

Other: (documentation on file)

[Redacted]

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

Condition for release of Funds based on the answers above: (Expand in Summary Conditions Section or on additional sheets if necessary)

[Redacted]

Business Name: [Redacted]

Amount Requested: [Redacted]

Reviewer's Assessment

**D. Program Funds Expended for Eligible Uses**

Business Startup/Expansion & Capital Costs to be funded by program are eligible uses of funds: (check all that apply)

Funds uses compliant based on a review of Program Guide Eligible & Ineligible Uses of Funds and 24 CFR 570.209(a)(3)

No more than 20% of program funds to be used to pay off existing business debt (payoff of any personal debt ineligible)

Other: (documentation on file) [Redacted]

**\*\* Proposed uses not clearly identified in Program Guide or above must be approved by City and Program Coordinator \*\***

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

Condition for release of Funds based on the answers above: (Expand in Summary Conditions Section or on additional sheets if necessary)

[Redacted]

**E. All Funding Committed** (All non-Program source of funding need to cover Startup/Expansion & Capital costs in Sources & Uses Table are committed)

Owners: Equity Invested to Date

Determination based on: (check all that apply)

Review of Balance Sheet (documentation on file)

Review of Invoices & Verification of Payments (documentation on file)(documentation on file)

Other: (documentation on file) [Redacted]

Owners: Additional Equity to be Invested

Determination based on: (check all that apply)

Review of current bank or other financial statements of owner(s) showing available cash balances (documentation on file)

Other: (documentation on file) [Redacted]

Other Equity to be Invested

Determination based on: (check all that apply)

Review of commitment letter(s) specifying amount to be invested & terms, timing and structure of investment (documentation on file)

Review of current bank or other financial statements of other investors showing available cash balances (documentation on file)

Other: (documentation on file) [Redacted]

Other Debt (NOTE: If Applicant plans to use a high interest credit card as Other Debt, Reviewer should document risk posed to Applicant & business in Notes below)

Determination based on: (check all that apply)

Review of commitment letter(s) specifying amount to be invested & terms, timing and structure of investment (documentation on file)

Review of current bank or other financial statements of other investors showing available cash balances (documentation on file)

Other: (documentation on file) [Redacted]

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

Condition for release of Funds based on the answers above: (Expand in Summary Conditions Section or on additional sheets if necessary)

[Redacted]



Business Name: [Redacted]

Amount Requested: [Redacted]

Reviewer's Assessment: Assess the following based on the "risk" each poses to the business' viability and/or the ability of the Owner to implement the Business Model

**F. Project is Financially Feasible**

1. Ability to Generate Projected Sales Revenue (Based on Targeted Customer Segments, Market Size & Market Channel/Sales Strategy)

Determination based on: (check all that apply)

Review of Revenue from Historic Financials relative to projected Revenue

Previous experience with business owner(s) or with other businesses in the same industry (explain in notes below)

Review of Business Model

Other: (documentation on file) [Redacted]

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

2. Management Team's Ability to Implement Business Model

Determination based on: (check all that apply)

Review of bios submitted with application

Previous experience with business owner(s)

Previous experience with Key Partners and other contract service providers used by business

Other: (documentation on file) [Redacted]

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

3. Pro Forma Financials Demonstrate Financial Feasibility (within 12 months or, at a maximum, 18 months to accommodate business startup/ramp up)

Determination based on: (check all that apply)

Review of Pro Forma Financials (including assessment of Owner's ability to cover personal expenses)

Other: (documentation on file) [Redacted]

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

4. Cash Flow Statement Demonstrates Financial Feasibility (during first 12 months)

Determination based on: (check all that apply)

Review of Cash Flow Statement (including assessment of Owner's ability to cover personal expenses)

Review of timing and availability of proposed sources of funds

Review of financial controls and staffing (internal or external) to monitor and manage Cash Flows

Other: (documentation on file) [Redacted]

Notes based on the answers above: (Provide supplemental sheets if necessary)

[Redacted]

Condition for release of Funds based on the answers above: (Expand in Summary Conditions Section or on additional sheets if necessary)

[Redacted]

Business Name: [Redacted]

Amount Requested: [Redacted]

### Microenterprise Program Due Diligence Summary

**NOTE:** The following Underwriting Guidelines were not considered necessary due to Program Funds being limited to no more than \$5,000, the restrictions placed on the use of funds and the determination that each Applicant has been certified as a CDBG eligible Microenterprise.

1. That to the extent practicable, CDBG funds are not substituted for non-Federal financial support,
2. To the extent practicable, the return on the owner's equity investment will not be unreasonably high, and
3. That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

[Redacted] **A. Business/Project Eligibility - Applicable to all Applicants:**  
 Conditions for release of Funds  
 [Redacted]

[Redacted] **B. Business/Project Eligibility - Applicable to Applicants funded "in part" or "in whole" with CDBG funds:**  
 Conditions for release of Funds  
 [Redacted]

[Redacted] **C. Project Cost are Reasonable**  
 Conditions for release of Funds  
 [Redacted]

[Redacted] **D. Program Funds Expended for Eligible Uses**  
 Conditions for release of Funds  
 [Redacted]

[Redacted] **E. All Funding Committed**  
 Conditions for release of Funds  
 [Redacted]

[Redacted] **F. Project is Financially Feasible**  
 1. Ability to Generate Projected Sales Revenue (Based on Targeted Customer Segments, Market Size & Market Channel/Sales Strategy)  
 2. Management Team's Ability to Implement Business Model  
 3. Pro Forma Financials Demonstrate Financial Feasibility (within 12 months or, at a maximum, 18 months to accommodate business startup/ramp up)  
 4. Cash Flow Statement Demonstrates Financial Feasibility (during first 12 months)  
 Conditions for release of Funds (include suggested changes/assistance needed to reduce "High Risk" factors, if "Very High Risk" discuss w/ Program Coordinator)  
 [Redacted]

[Redacted] **Reviewer's Recommendation**  
 Additional Conditions for release of Funds  
 [Redacted]

Reviewer Name: [Redacted]

Review Completion Date: [Redacted]

Signature: [Redacted]

# CITY COUNCIL AGENDA REPORT



**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**DATE: AUGUST 5, 2019**

**SUBJECT: GRANT FUNDING APPLICATION FOR REHABILITATION OF THE AMADOR WATER STORAGE TANK SUBMITTED BY THE ELK VALLEY RANCHERIA**

---

## RECOMMENDATION

- Hear Staff Report
- Take Public Comment
- Approve the application for grant funding submitted by Elk Valley Rancheria on behalf of the City of Crescent City to rehabilitate the Amador Water Storage Tank.

## BACKGROUND / ANALYSIS

The Elk Valley Rancheria (EVR) is once again generously offering to partner with the City to complete a critical community infrastructure project.

As the grant application states:

“The Elk Valley Rancheria, California (the "Tribe") is seeking U.S. Bureau of Reclamation (“BOR”) funds to assist the Tribe and the local City of Crescent City, CA (the “City”) in ensuring reliable a drinking water system for the health and safety of residents of these communities.”

This BOR grant opportunity is only offered to tribal entities and emphasizes “shovel ready” infrastructure projects. The City’s Amador Storage Tank Rehabilitation project is ideal for this funding source. EVR and City staff both believe the application should be very competitive because: (1) the Tribe is relies on the City to provide drinking water to the Rancheria and to tribal members living in and near Crescent City, and (2) the City has already completed a Preliminary Engineering Report (PER), extensive tank inspections, and has approved a negative declaration for the environmental determination.

In 2017, the City completed a Water Improvement Project Preliminary Engineering Report (“PER”) which evaluated existing water system conditions and made recommendations for certain features that had deficiencies or required upgrades. One of these features is a 1.5 million gallon



Agenda Report August 5, 2019  
Elk Valley Rancheria BOR Grant Application

water storage tank known as the Amador Reservoir. The City has been increasingly concerned about the existing condition of two water storage reservoirs (Washington and Amador) that serve the entire community, including the Elk Valley Rancheria. There have been two independent evaluations on each reservoir, occurring in April of 2013 and August of 2016. The evaluations agreed that both tanks need rehabilitation and repair and revealed the need for multiple safety upgrades. Although both tanks require repairs, the City has determined the Amador tank to be the highest priority as it is in the worst condition.

The Amador Reservoir is a welded steel, above ground tank built in 1982. The tank is approximately 80-feet in diameter by approximately 40-feet in height, providing a nominal capacity of 1.5 million gallons. Reservoir inspections by two companies concur that the Amador reservoir needs repairs, improvements and refurbishing. The scope of work includes safety improvements such as access manways, safety rails, and ladders, structural improvements to the roof and tank structure, as well as maintenance improvements including preparation and recoating of the interior and exterior metal shell.

The completion of the recommended items will ensure that the tank will continue to provide safe and reliable water storage meeting all regulatory and OSHA requirements. This vital project will extend the life of this critical asset by over 20 years. Timely maintenance on the reservoir as proposed will prolong its useful service life and sustain its structural integrity.

This project is one of the City's top priority Water System Capital Improvement Projects. This is demonstrated by staff's recommendation and the Council's approval of \$75,000 in the current FY20 budget to hire an engineering firm to assist staff in compiling the previous reports and recommendations into construction bid documents that include plans and specifications. With this step completed, if funded by the BOR grant, the construction phase of the project could begin immediately. If not, the City would need to apply for another grant or pursue other funding options such as loans to complete the project.

If awarded, a Memorandum of Agreement ("MOA") with the Elk Valley Rancheria will be brought back before the City Council for approval. This MOA will outline the individual roles and responsibilities and the method by which the Tribe will provide approved progress payments to the City.

As outlined in the grant application, the City's project responsibilities would include the following:

- a. The City shall provide design, environmental review, contract administration (construction contract), construction management, materials purchase if necessary, and project closeout documentation;
- b. The City shall competitively procure a qualified contractor(s) to complete rehabilitation and repair activities as outlined in the Scope of Work. (Procurement methods must be in line with federal requirements as outlined in 2 CFR Part 200).
- c. The City shall provide a monthly progress report to the Tribe on the status of project activities.

- d. The City shall conduct a final inspection of the water tank provided under the contract with the City's contractor, Tribal representatives, BOR representatives, and other interested parties. Final acceptance and payment for the work to the City by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection.

The Elk Valley Rancheria's responsibilities would include the following:

- a. The Tribe shall administer federal grant funds in accordance with BOR requirements and in compliance with federal requirements as outlined in 2 CFR Part 200.
- b. The Tribe shall contribute to the City an amount not to exceed \$809,204 to cover costs associated with the rehabilitation of the proposed facilities.
- c. The Tribe will request draws from the ASAP Payment Processing Center on a monthly basis.
- d. The Tribe shall complete all required progress and financial reports to BOR in a timely manner. A final progress and financial report will be submitted to BOR as per the grant agreement.

### **FINANCIAL IMPACT**

There is no financial impact for submitting the application. The application is seeking \$972,403 funding to complete the construction and there is no local match required. If the grant application is successful, the City will incur staff costs during the project and will continue to be responsible for future maintenance of the tank.


### **STRATEGIC PLAN ANALYSIS**

This project meets the goals and objectives of Goal 1 "Support quality services and community safety to enhance the lives of our citizens and visitors", in particular objective 5 "Provide and Maintain an efficient, adequate infrastructure to provide for current and future community needs."

### **Attachments**

1. Elk Valley Rancheria's Bureau of Reclamation Grant Application for the Rehabilitation of the City's Amador Water Storage Tank

CM: \_\_\_\_\_

Finance: 

Legal: 

Elk Valley  
RANCHERIA  
Crescent City, CA



2332 Howland Hill Road  
Crescent City, CA 95531

Phone: 707.464.4680  
Fax: 707.464.4519  
rancheria@elk-valley.com

## **Proposed Technical Assistance Project Narrative and Budget**

**Title of Proposed Activity: Amador Water Reservoir Rehabilitation Project**

**Tribe: Elk Valley Rancheria, California**

**Location: Crescent City, Del Norte County, CA**

### **Background:**

The Elk Valley Rancheria, California (the "Tribe") is seeking U.S. Bureau of Reclamation ("BOR") funds to assist the Tribe and the local City of Crescent City, CA (the "City") in ensuring reliable a drinking water system for the health and safety of residents of these communities. The City of Crescent City is a remote, economically distressed Pacific coastal community located in the northwest most corner of California. Crescent City is the County seat and the only incorporated city in the county of Del Norte. The Elk Valley Rancheria (reservation) (hereinafter "Rancheria") is located approximately one mile from the city of Crescent City.

The Tribe is reliant on the City of Crescent City to provide drinking water to the Rancheria and to tribal members living in Crescent City. In 2017, the City completed a Water Improvement Project Preliminary Engineering Report ("PER") which evaluated existing water system conditions and made recommendations to certain features that had deficiencies or required upgrades. One of these features is a 1.5 million gallon water storage tank known as the Amador Reservoir. The City has been increasingly concerned about the existing condition of two water storage reservoirs that serve the entire community, including the Elk Valley Rancheria. There have been two independent evaluations on each reservoir in April of 2013 and August of 2016. The evaluations concurred that both tanks need rehabilitation and repair and revealed the need for multiple safety upgrades. Although both tanks require repairs, the City has determined

that the Amador tank to be the highest priority as it is in the worst condition. If funded, the Tribe will utilize BOR funds to complete necessary rehabilitation to the Amador storage reservoir that currently serves to store and provide reliable drinking water to tribal members and the entire community. This is especially critical in the event of a disaster, which happens relatively often in this region.

This portion of northern California is prone to seismic activity due to its location along the Cascadia Subduction Zone. A magnitude 8 or greater earthquake has a one in three chance of hitting in the next 50 years. <http://www.nature.com/news/2010/100531/full/news.2010.270.html> Furthermore, this community is susceptible to devastating tsunamis that are generated from local and distant seismic events. On March 27, 1964 the Good Friday Earthquake, centered in Alaska, generated a massive tsunami that destroyed much of Crescent City and left eleven people dead. In 2011, an earthquake struck Japan which generated a large tsunami that killed one and inundated and destroyed the Crescent City Harbor causing severe economic impacts that still affect the region to this day.

This area is also remote and isolated. Transportation into and out of the area is limited to two lane highways that are closed at different times throughout the year due to landslides and flooding. In this remote region, it is understood that partnerships and collaboration are key to creating a vibrant, sustainable and safe community for residents and visitors.

The City and the Tribe have a proven track record of joining efforts and combining resources to address problems that affect the entire community. In 2016, the City and the Tribe successfully partnered on a project to rehabilitate the Crescent City Fire Hall and to purchase a brand-new Type 1 Fire Engine. Funded by a Tribal Indian Community Development Block Grant and matching funds as provided by the City, this project served to address a major deficiency in local emergency response capabilities. Here again, the Tribe and the City are working together to locate resources to address a major water system deficiency that, if funded, will serve to provide a secure and sustained water supply for both Tribal and local residents.

#### **Technical Work Plan:**

- a. Need for Activity: Describe the specific need to be addressed by the proposed activity. Clearly indicate how the proposal will strengthen or improve the tribe's ability to protect, manage, and/or develop its water and related resources.**

The City of Crescent City owns and operates its drinking water system, including supply sources, treatment, transmission pipelines, storage tanks, distribution pipelines and service connections. There are approximately 4,624 total connections as of July 2016, with approximately 4,238 of those being active water accounts. The

Elk Valley Rancheria, CA is served by this system. Further, tribal members living off reservation in Crescent City, and tribally owned businesses such as the Tsunami Lanes Bowling Alley, are also served by this system. Please see Figure 2, which provides a map of the Crescent City Water system, and the Elk Valley Rancheria.

The purpose of this project is to address a poor and unreliable water storage reservoir in the Crescent City water system. The reservoir is in need of additional improvements to provide secure and sustained water storage, (especially in the event of a catastrophic event); to keep intact existing key water system components; and to improve water conservation. The proposed scope of work will address a water reservoir that is aged and nearing the end of its useful life. This project will serve to mitigate known risks to the water system's security, reliability, and operations and reduce public health hazards generally by improving an important component of the City's water supply infrastructure.

- b. Proposed Scope of Activity: Describe the activities to be under taken by the tribe to address the needs outlined in the previous section. The level of detail should support the commitment of resources to be applied to the activity and the desired results. List significant challenges to be addressed and/or opportunities to be realized in the course of the proposed activity.**

The Amador Reservoir is a welded steel, above ground tank built in 1982. The tank is approximately 80-feet in diameter by approximately 40-feet in height, providing a nominal capacity of 1.5 million gallons. Reservoir inspections by two companies concur that the Amador reservoir needs repairs, improvements and refurbishing. Health of the water system users and security of the water tank facilities are at a potential risk. The table below displays recommendations from both inspections which constitutes the project Scope of Work. These recommendations substantiate and confirm the need for certain improvements and an overall refurbishing of the reservoir. Major maintenance work and safety upgrades are recommended.

<b>DEFICIENCY</b>	<b>REPAIR (Scope of Work)</b>
1. Lightning protection is inadequate.	Electrically ground the tank for lightning protection. Insert sacrificial cathodic protection rods, radially every 15-feet, beneath the floor of the tank to prevent corrosion.
2. Shell manways not adequate.	Install a second 30-inch diameter shell manway 180 degrees from primary manway.
3. Upgrade shell access ladder.	Install an approved, anti-skid rung equipped, shell access ladder complete

	with standoffs every 10' on center. Install a cable type ladder safety climb device. Install an aluminum lockable ladder guard.
4. Relocate overflow pipe.	Replace the interior overflow system with a properly sized exterior overflow, complete with a weir box, standoffs every 10-feet on center, an elbow at the bottom fitted with a flapper valve, a screen and a splash pad.
5. Roof handrails not adequate.	Install an approved 42-inch high handrail system around the circumference of the tank roof, complete with a toe board, an intermediate rail and a stainless-steel gate chain at the junction of the shell-to-roof access ladder and tank roof.
6. Clean and regrade tank site.	Clear dirt, debris and other loose gravel away from the tank base, down to the bottom of the floor chime and install a steel retaining ring.
7. Roof vent requires upgrade.	Replace the existing roof vent with a vacuum/pressure, frost proof vent and screen.
8. Correct ponding areas on tank roof.	Hand tool clean all ponding areas, then apply a commercial epoxy adhesive filler, as necessary, to prevent ponding of water.
9. Repair hole in the tank roof.	Weld a steel plate over the hole in the roof to prevent contaminants from entering the tank.
10. Seam seal and weld as recommended.	Seam seal and weld all un-welded interior roof lap seams, the roof-to-rim angel connection and the rafter-to-support column and rafter-to-shell connections.
11. Reinforce support column.	Complete structural retrofitting work to resist wave "sloshing" during a seismic event. Install an 18-inch plate on the support column, ½-inch gussets equally spaced to reinforce the connection and new guides on the side of the base plate.
12. Repair floor buckling condition.	Stabilize floor by cutting holes and installing couplings in the tank floor

	and pumping grout to the underneath to fill the voided areas where buckling is occurring.
13. Exterior painting requires recoating.	Remove and replace the exterior paint system.
14. Interior liner requires replacement.	Remove and replace interior liner. Sandblast all rusted and abraded areas of the tank interior to SSPC #10 condition, brush-blast all remaining areas, stripe coat all seams and welds, then apply an epoxy liner to achieve 8-10 mils dry film thickness. The relining will include the caulking of all roof plate lap seams and other small crevices.

- c. Anticipated Results: Briefly describe the expected results of the proposed activity as it relates to the protection, management, and/or development of tribal water and related resources. Results may include, but not be limited to: regulatory compliance, strengthening tribal water resource management capability, completion of a study, investigation, plan or water resource inventory, or improvements to tribal water and related resource facilities.**

The Amador Tank provides approximately 25% of the emergency water storage for over 18,000 residence, all of the Elk Valley Tribal Community, and only regional hospital in the County. The completion of the recommended items will ensure that the tank will continue to provide safe and reliable water storage meeting all regulatory and OSHA requirements. This vital project will extend the life of this critical asset by over 20 years. Timely maintenance on the reservoir as proposed will prolong its' useful service life and sustain its' structural integrity.

- d. Project Partners/Participants: List significant participants and the contribution(s) they will make or tasks for which they will be responsible. Include support or opposition to the project from significant stakeholders.**

The Tribe and City of Crescent City, California have formed a Project Team ("Project Team") whose members have worked throughout the planning phase of this partnership. Membership consists of the following persons from the City of Crescent City: Eric Wier- City Manager and Jonathan Olson – Director of Public Works. Membership consists of the following persons from Elk Valley Rancheria, California: Dale Miller - Tribal Chairman, Crista Stewart – Director of Grants, and Dan Huff – Chief Financial Officer. Upon award, a Memorandum of Agreement

(“MOA”) will be finalized and approved by both the Tribe and the City of Crescent City. This MOA will outline the individual roles and responsibilities as described above and will outline the method by which the Tribe will provide approved progress payments to the City. A detailed description of responsibilities for both the Tribe and for the City of Crescent City is as follows:

The City of Crescent City responsibilities include the following:

- a. The City shall provide design, environmental review, contract administration (construction contract), construction management, materials purchase if necessary, and project closeout documentation;
- b. The City shall competitively procure a qualified contractor(s) to complete rehabilitation and repair activities as outlined in the Scope of Work. (Procurement methods must be in line with federal requirements as outlined in 2 CFR Part 200).
- c. The City shall provide a monthly progress report to the Tribe on the status of project activities.
- d. The City shall conduct a final inspection of the water tank provided under the contract with the City’s contractor, Tribal representatives, BOR representatives, and other interested parties. Final acceptance and payment for the work to the City by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection.

The Elk Valley Rancheria, California responsibilities include the following:

- a. The Tribe shall administer federal grant funds in accordance with BOR requirements and in compliance with federal requirements as outlined in 2 CFR Part 200.
- b. The Tribe shall contribute to the City an amount not to exceed \$809,204 to cover costs associated with the rehabilitation of the proposed facilities.
- c. The Tribe will request draws from the ASAP Payment Processing Center on a monthly basis.
- d. The Tribe shall complete all required progress and financial reports to BOR in a timely manner. A final progress and financial report will be submitted to BOR as per the grant agreement.
- e. **Budget Description: Brief summary of the sources of all financial contributions and “in-kind” services to be applied toward the proposed activity.**



The Elk Valley Rancheria, California and the City of Crescent City unfortunately do not have existing funds to provide as cash match. However, time spent by the City in Project Management, legal, etc. can be counted as an in-kind match. Further, a Preliminary Engineer Report was prepared for the project in 2017, extensively evaluating the tank inspections, recommended project scope, as well as project scope alternatives, and associated construction costs to ensure the project is the most efficient and effective to meet the community needs. In addition, an environmental determination of a negative declaration was prepared for the project and approved by the Del Norte County Planning Commission in September of 2017. This project is of critical need for our disadvantaged community and is truly “shovel ready”.

**f. Project Schedule: List of important milestones by date and responsible party. The maximum project duration should not exceed two years.**

The Project schedule is as follows:

Milestone	Estimated Completion Date
Grant Awarded	September 2019
Project Kick-off Meeting/MOA Development	October 2019
Advertisement to Bid / Contract Award	November - December 2019
Final Rehabilitation Complete	October 2020
Final Reports Submitted to BOR	December 2020



*Figure 1- Amador Reservoir*



Amador Exterior Photo (49)



Amador Exterior Photo (50)



Amador Exterior Photo (51)



Amador Exterior Photo (52)



Amador Interior Photo (17)



Amador Interior Photo (18)



Amador Interior Photo (19)



Amador Interior Photo (20)

### g. Project Map

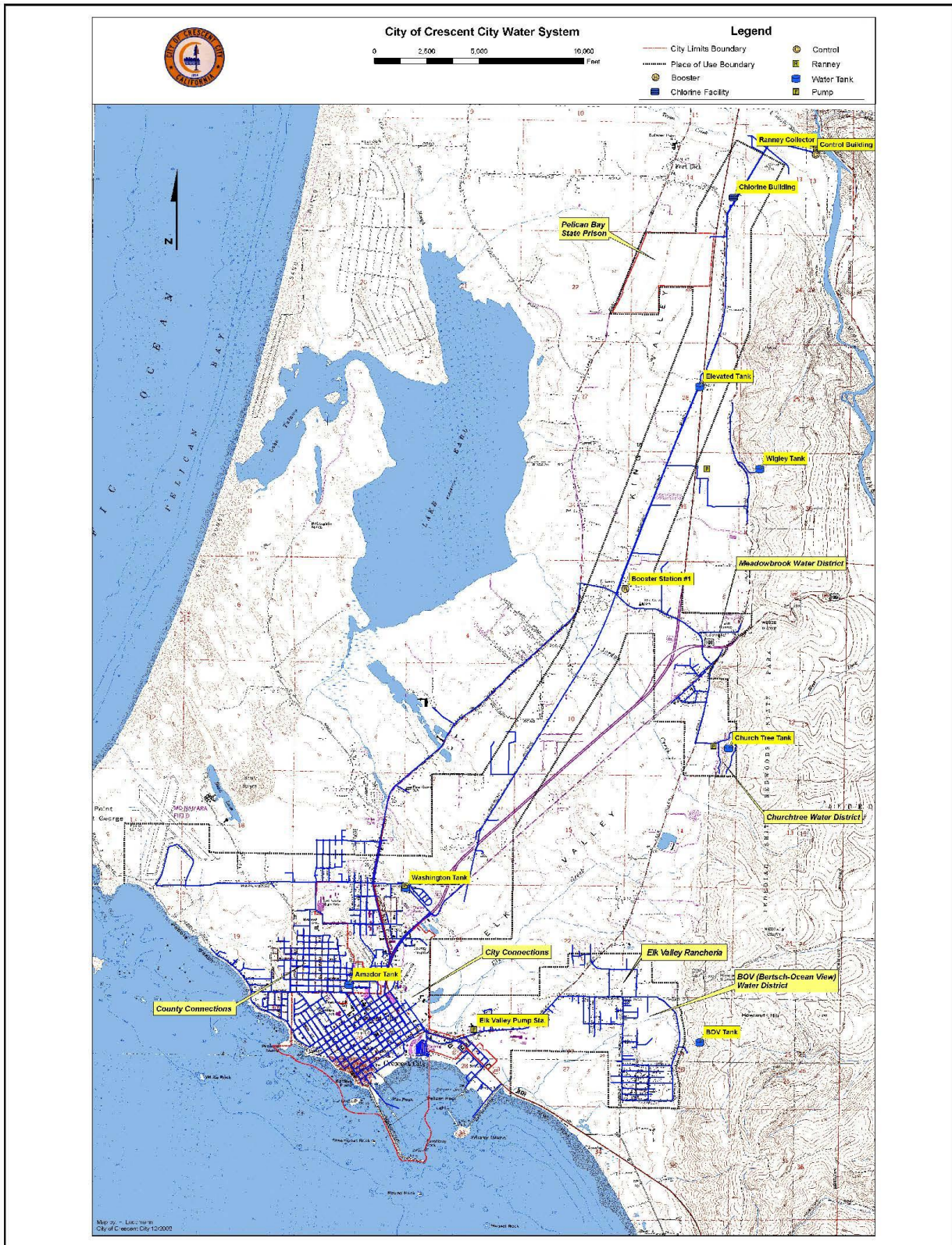


Figure 2- Crescent City Water System Map

**PROJECT BUDGET**


<b>BUDGET TABLE</b>			(if cost share)		
Budget Item Description	<b>Computation</b>		<b>Recipient</b>	<b>Reclamation</b>	<b>Total</b>
	<b>\$/UNIT</b>	<b>QUANTITY</b>	<b>FUNDING</b>	<b>FUNDING</b>	<b>COST</b>
<b>SALARIES and WAGES</b>					
Director of Grants (Grant Administration)	\$45.76/hr.	50		\$2,288	\$2,288
<b>FRINGE BENEFITS</b>	34%	\$2,288		\$1,030	\$1,030
<b>CONSTRUCTION</b>					
Amador Tank Repairs	\$879,734	1		\$879,734	\$879,734
Construction Contingency	10%	\$879,734		\$87,973	\$87,973
<b>OTHER</b>					
<b>TOTAL DIRECT COSTS</b>				\$971,024	\$971,024
<b>INDIRECT COST</b> (See attached rate approval)	41.56%	\$3,318 (Tribal Costs)		\$1,379	\$1,379
<b>TOTAL PROJECT COSTS</b>				\$972,403	\$972,403



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** LINDA LEAVER, DIRECTOR OF FINANCE 

**DATE:** AUGUST 5, 2019

**SUBJECT:** ECONOMIC DEVELOPMENT BUSINESS LOAN STUDY

---

### RECOMMENDATION

- Hear staff report
- Take public comment
- Approve Economic Development Business Loan Study funded under grant 16-CDBG-11136

### BACKGROUND

The Community Development Block Grant (CDBG) is a federally funded program through the Department of Housing and Urban Development. The principle objective of CDBG is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons of low-and moderate-income. As a non-entitlement jurisdiction, Crescent City applies for CDBG funding through the California Department of Housing and Community Development.

The City applied was awarded \$707,500 under the 2016 Notice of Funding Availability for several activities, including a Planning and Technical Assistance grant of \$46,511 (plus a required City match of \$2,500) for a Business Loan Program Study. The purpose of this study was to evaluate the needs of the Crescent City business community and develop program guidelines and documents that could be used for a potential business loan program in the future.

### ITEM ANALYSIS

After issuing a Request for Proposals, the City contracted with Claggett Wolfe Associates to develop the Business Loan Study. Under the terms of this agreement, Claggett Wolfe conducted a variety of outreach and research activities, including over 30 face-to-face meetings with local business owners, financial institutions, and other stakeholders. Throughout this process, the consultant Chuck Wolfe also became instrumental in assisting the City with its Microenterprise Technical Assistance program, providing valuable insight and advice and helping create a 10-week

business development course leading to a small forgivable loan program funded by a local non-profit.

The results of Mr. Wolfe's research and recommendations are detailed in the attached study. Key findings are summarized below:

- Regional Perspective: Business development activities and needs cross jurisdictional boundaries, and therefore a broader regional perspective (County-wide) is needed. The best results will be achieved if multiple agencies including the City, County, Tribal governments, and Harbor, as well as business and non-profit partners, are able to work together to provide planning, support, and funding.
- Growing Beyond Local Markets: Analysis of five-year trends shows that business growth had been minimal. Most small businesses (with the exception of hospitality/tourism and agriculture/fishing) tend to focus on local markets, and population and economic growth has been slow. Therefore, these businesses are largely competing with each other in a limited market. The best chance for overall growth is to market products and services outside the local area, bringing in customers from outside the region.
- Technical Assistance Needed: The greatest need is not direct financing, but rather technical assistance with business planning, marketing, and development. Larger and more established businesses have adequate access to traditional financing, and smaller and less established businesses typically obtain financing from friends and family or use of their personal funds. Although local businesses do not appear to require additional sources of funding at this time, they do have needs related to the types of funding that already exist. Small businesses and startups need technical assistance with developing their business plans to make them more credit-worthy and with navigating the lending process.

The study identifies two key recommendations to support and encourage growth in the local business community.

1. Expand Financial Counseling: Bring together a variety of groups and agencies (City, County, Harbor, Tribal organizations, Chamber of Commerce, SBDC, etc.) to provide information and coaching.
2. Establish Microenterprise Technical Assistance and Funding: Secure continued CDBG funding for a Microenterprise Technical Assistance program that would include both coaching (in the form of a 10-12 week cohort course) and a small forgivable loan. Note: this program is currently operating through a City CDBG program, but the restrictions of CDBG funding have made the program difficult to operate. In particular, CDBG requires that if the City is the funding conduit, all participants must be located within City limits, in addition to meeting the income restrictions. This severely limits the number of individuals and businesses that are eligible. Future programs may be more successful if they are operated and funded regionally.



### **FISCAL ANALYSIS**

With the addendum approved May 6, 2019, the agreement with Claggett Wolfe Associates authorizes a not-to-exceed amount of \$46,655. Mr. Wolfe will finalize the draft report based on comments received tonight and then submit the final invoice to the City. The report will be completed within budget. This project is funded through the City's 16-CDBG-11136 grant and the required City match of \$2,500.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 2: Promote a thriving local economy
- Goal 2(E): Create an environment that is conducive to attracting and retaining strong, sustainable businesses that reflect community needs and culture
- Goal 2(F)(1): Streamline services that support new, existing, and prospective businesses
- Goal 2(F)(9): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

### **ATTACHMENTS**

1. Economic Development Business Loan Study

Staff review:

EW  
CM

**Economic Development  
Business Loan Study  
For  
Crescent City, California**

**This study was funded by a Community  
Development Block Grant (16-CDBG-11136) from the  
California Department of Housing and Community  
Development to the City of Crescent City.**

July 18, 2019

# Acknowledgements

The statements, findings, conclusions, and recommendations are those of the authors and do not necessarily reflect those of the City of Crescent City or its partners.

**Prepared For:**

City of Crescent City

**Submitted By:**

Claggett Wolfe Associates  
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530-878-8016

**PRINCIPAL AUTHOR**

Chuck Wolfe, Claggett Wolfe Associates

The City of Crescent City and the author of the report owe a debt of gratitude to the many organizations and individuals that supported this effort with their time, information and insights.



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# **Section 1: Introduction**

## **Study Purpose**

The City of Crescent City is seeking to improve economic conditions within the City and Del Norte County by supporting the formation and/or growth of small businesses within the region. The City currently has a Community Development Block Grant (CDBG) funded Microenterprise Technical Assistance program to assist income eligible microenterprises. To expand its efforts to create and retain jobs, the City is investigating the debt financing needs of local entrepreneurs and business owners, the available sources of business loans and the potential “gaps” that might be filled by establishing a loan program funded by CDBG and other funding sources. The purpose of this study is to assess business financing needs in the City of Crescent City and the surrounding area, and design solutions that will assist in the formation and growth of businesses that will, in turn, create or retain jobs for the City’s residents.

## **Report Organization**

This report is divided into three subsequent sections. The Market Area section describes the geographic area that may be served. The Market Analysis section assesses businesses in industry sectors that may benefit from an additional source of financing to businesses within the City of Crescent City and Del Norte County that could be served by a CDBG supported loan program. The Conclusions and Recommendations section reviews the findings of the previous sections, providing conclusions and recommendations relative to improving the availability of debt capital to business within the City of Crescent City and the broader market area within Del Norte County.



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## Section 2: Market Area

Business sector activity and their respective financing needs are driven by broader regional dynamics which cross jurisdictional boundaries. Considering these dynamics and following a review of regional data, the project team determined that the best opportunity for assessing business financing needs would be to expand the potential market area to include the entire Crescent City Micropolitan Statistical Area as shown in Figure 2.1 (defined as Del Norte County).<sup>1</sup> In addition, the project team found that although the market area would include all of Del Norte County, the primary concentration of business activity is concentrated along the Highway 101 and Highway 199 corridors in the area highlighted on Figure 2.1. These characteristics were used to complete the Market Analysis presented in Section 3.

**Figure 2.1: Market Area Map – Del Norte County, California**



<sup>1</sup> Claggett Wolfe's experience with other rural counties of California showed that a rural CDBG supported loan program with a limited geographic focus was difficult to sustain. Factors such as the CDBG reporting and administrative requirements, the difficulty in originating and closing CDBG eligible loans (i.e., a standard rule of thumb is that 1 out of 10 applicants will follow through to application process and receive a CDBG loan) and the difficulty in sustaining qualified staff to originate and, at a minimum, conduct a preliminary underwriting assessment make small rural loan programs financially infeasible.

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## Section 3: Market Analysis

### 3.1 Approach

The market analysis followed a series of steps designed to assess business activity in Crescent City and the surrounding area of Del Norte County, and to identify industry sectors that could benefit from a new loan program supported by CDBG or other federal funds. This process involved both a quantitative and qualitative assessment of a number of different factors (e.g., industry sector, size of business, and potential uses of funds), each of which could be used to determine the potential demand for a new loan program. The market analysis was prepared using a progressive series of activities as outlined below:

- Work with City staff to determine loan program objectives in terms of job creation/retention, targeted industry sectors and acceptable levels of risk relative to lending activity;
- Conduct secondary market research to assess current business activity and trends in targeted industry sectors;
- Conduct over 30 face-to-face and telephone interviews with business owners, business assistance providers, community organizations, bankers and community-based lenders, and government and Port representatives.

As outlined in Section 2, the study area delineated for this analysis encompassed the City of Crescent City and the broader Crescent City Micropolitan Statistical Area (i.e., Del Norte County). With these boundaries in place, the project team used the following two sources to collect data for assessing current business activity and trends in business sectors that would conform to the City's economic and risk management objectives relative to the proposed loan program and align with the broader Del Norte County Comprehensive Economic Development Strategy (CEDS)<sup>2</sup>.

- U.S. Census Bureau County Business Patterns ([www.census.gov/programs-surveys/cbp](http://www.census.gov/programs-surveys/cbp)).
- US Cluster Mapping ([www.clustermapping.us](http://www.clustermapping.us)).

The baseline year for current business activity was 2016 (the latest year for U.S. Census Bureau County Business Patterns data) and was compiled using the North American Industry Classification System (NAICS) as shown in Appendix A. Additional County Business Pattern data was collected for 2011 to assess net changes in business activity over a five-year period. Clusters were defined using definitions established by US Cluster Mapping for Traded<sup>3</sup> and Local sectors ([www.clustermapping.us/content/cluster-mapping-methodology](http://www.clustermapping.us/content/cluster-mapping-methodology)). Cluster data is aggregated by employment vs. by number of establishments as shown in Appendix B and

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<sup>2</sup> *Comprehensive Economic Development Strategy*, Del Norte County, California 2011 – 2016.

<sup>3</sup> A Traded sector sells goods or services to broader markets outside the local area whereas a Local sector sells goods and services predominately within the local area.

is used as a benchmark rather than an absolute determination of cluster activity as the cluster mapping algorithms are designed to compare regions vs. assess an individual region. They are included in this study as an additional data source to assess local conditions as compared to the findings achieved using the U.S. Census Bureau County Business Patterns data sets. Additional information was collected from primary research (i.e., local interviews) to validate the findings derived from these secondary data sources in terms of the opportunities available for establishing additional sources of business financing.

The project team determined that all sectors should be included in the analysis based on its assessment of business activity and potential lending opportunities identified from the primary and secondary research conducted for this analysis.<sup>4</sup>

### 3.2 Business Sector Analysis

A summary of current business activity and trends for each industry sector (excluding agriculture production) is presented in Tables 3.1 and 3.2, and Figures 3.1 and 3.2 (see Appendix A for additional detail). Additional insights were obtained from an assessment of the following sources:

- Cluster activity profiled in Appendix B.
- Agriculture, timber and commercial fishing data.<sup>5</sup>
- Information gathered during interviews with local lenders, industry representatives and small business owners.

Key outcomes from the business sector analysis are highlighted below.

- Hospitality/tourism is the strongest traded cluster accounting for almost four-times as many jobs as the next closest traded clusters (i.e., Distribution & Electronic Commerce and Food Processing & Manufacturing). The strength of these traded clusters plays a key role in improving the inflow of the out-of-area capital needed to bolster business activity in the market area's local clusters.
- The market area has a very limited, but growing, level of activity in the Food & Beverage Manufacturing sectors.
- Agricultural, seafood and wood products may prove to be expansion and diversification opportunities for regional sectors as entrepreneurs and business owners initiate or expand into business activities that capitalize on the unique environmental conditions (e.g., temperature, rainfall, soils, etc.) and assets (e.g., harbor) in Del Norte County.
- Entrepreneurs and existing businesses in the market area would benefit from technical assistance and coaching to help them improve operations and enter new markets outside

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<sup>4</sup> **NOTE:** The project team found that the information on business sector activity obtained from local interviews validated the type of sector activity in Crescent City and Del Norte County in 2016 and the relative trends within these sectors.

<sup>5</sup> *2018 Del Norte County Economic & Demographic Profile*, Del Norte Local Transportation Commission.

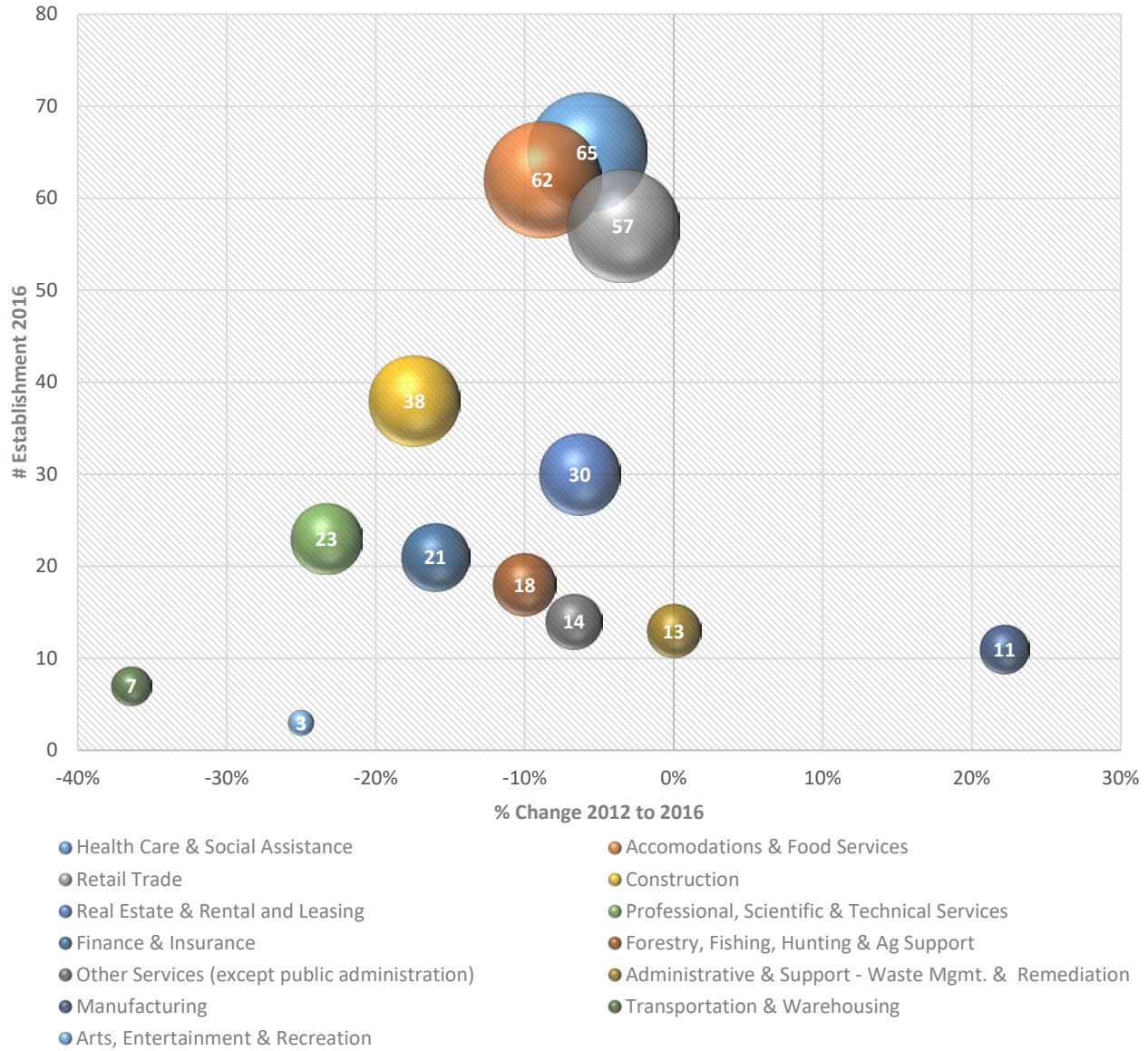
of Del Norte County. The project team found that many entrepreneurs and business owners outside of the Hospitality/Tourism and Ag/Fishing sectors focused on the local market. The finite nature of this market (i.e., a declining non-incarcerated population and static inflation adjusted per capita income). As a result, new business entries in local serving businesses tend to cannibalize market share from existing businesses in the same sectors (e.g., the entry of Starbucks and Dutch Bros likely had adverse impacts on local businesses such as Java Hut).

- Locally owned businesses continue to face stiff competition as nationally branded businesses (e.g., Walmart, Autozone and Home Depot) move into the market area.

**Table 3.1: Summary of Industry Activity & Trends for Non-Agricultural Establishments with Employees: 2012 to 2016**

NAICS Code	Industry Description	# Est. 2016	% Total Est.	Change in # Est. 2012-2016	% Change # Est. 2012-2016
62--	Health Care & Social Assistance	65	17.0%	-4	-5.8%
72--	Accommodations & Food Services	62	16.2%	-6	-8.8%
44-45	Retail Trade	57	14.9%	-2	-3.4%
23--	Construction	38	9.9%	-8	-17.4%
53--	Real Estate & Rental and Leasing	30	7.9%	-2	-6.3%
54--	Professional, Scientific & Technical Services	23	6.0%	-7	-23.3%
52--	Finance & Insurance	21	5.5%	-4	-16.0%
11--	Forestry, Fishing, Hunting & Ag Support	18	4.7%	-2	-10.0%
81--	Other Services (except public administration)	14	3.7%	-1	-6.7%
56--	Admin. & Support - Waste Mgmt. & Remediation	13	3.4%	0	0.0%
31-33	Manufacturing	11	2.9%	2	22.2%
51--	Information	10	2.6%	-2	-16.7%
42--	Wholesale Trade	7	1.8%	0	0.0%
48--	Transportation & Warehousing	7	1.8%	-4	-36.4%
71--	Arts, Entertainment & Recreation	3	0.8%	-1	-25.0%
61--	Educational Services	2	0.5%	0	0.0%
22--	Utilities	1	0.3%	0	0.0%
55--	Management of Companies & Enterprises	0	0.0%	-1	-100.0%
	<b>Totals</b>	<b>382</b>		<b>-42</b>	<b>-9.9%</b>

**Figure 3.1: 2016 Non-Agricultural Industry Activity for Businesses with Employees and Trends from 2012 to 2016**

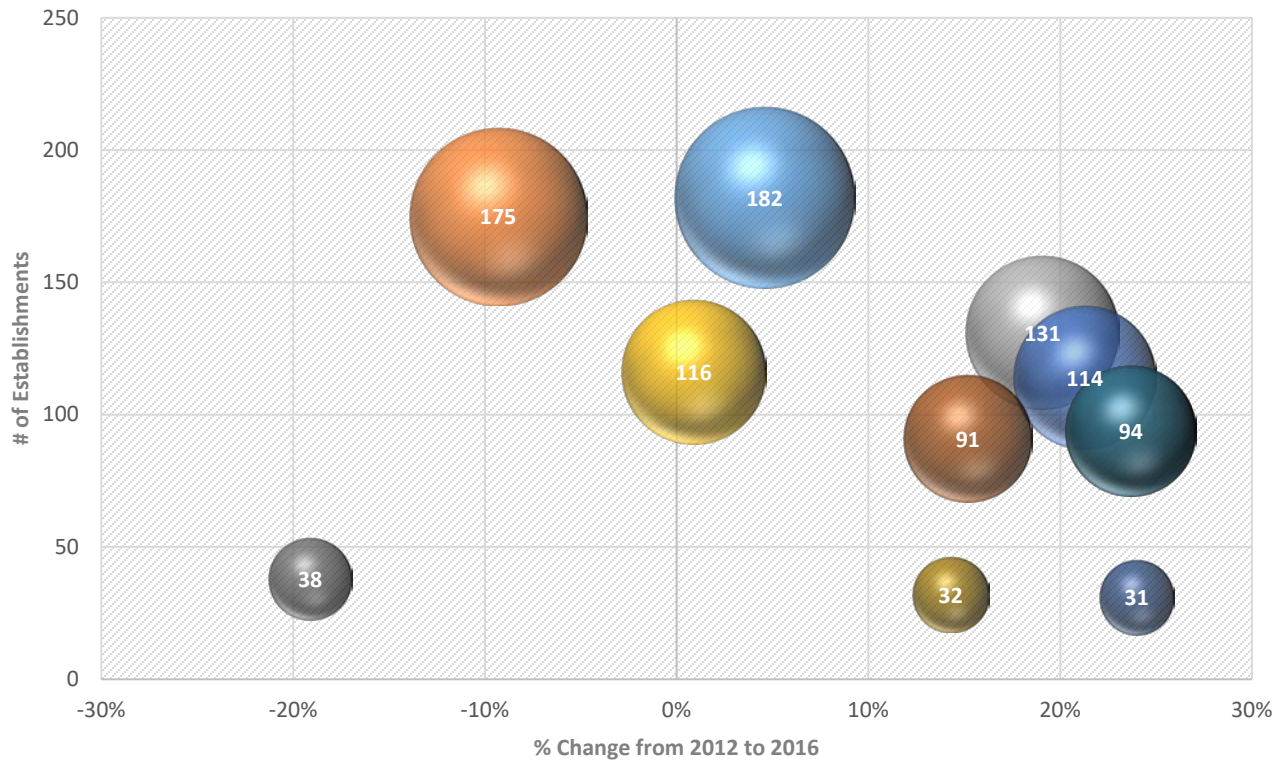


**Table 3.2: Summary of Industry Activity & Trends for  
Non-Agricultural Non-Employer Establishments: 2012 to 2016**

NAICS Code	Industry Description	# Est. 2016	% Total Est.	Change in # Est. 2012-2016	% Change # Est. 2012-2016
11--	Forestry, Fishing, Hunting & Ag Support	182	15.9%	8	4.6%
81--	Other Services (except public administration)	175	15.3%	-18	-9.3%
54--	Professional, Scientific & Technical Services	131	11.4%	21	19.1%
62--	Health Care & Social Assistance	116	10.1%	1	0.9%
23--	Construction	114	10.0%	20	21.3%
44-45	Retail Trade	94	8.2%	18	23.7%
53--	Real Estate & Rental and Leasing	94	8.2%	18	23.7%
56--	Admin. & Support - Waste Mgmt. & Remediation	91	7.9%	12	15.2%
71--	Arts, Entertainment & Recreation	38	3.3%	-9	-19.1%
48--	Transportation & Warehousing	32	2.8%	4	14.3%
72--	Accommodations & Food Services	31	2.7%	6	24.0%
31-33	Manufacturing	17	1.5%	11	183.3%
42--	Wholesale Trade	11	1.0%	5	83.3%
52--	Finance & Insurance	11	1.0%	0	0.0%
51--	Information	8	0.7%	0	0.0%
22--	Utilities	0	0.0%	0	
55--	Management of Companies & Enterprises	0	0.0%	0	
61--	Educational Services	0	0.0%	0	
	<b>Totals</b>	1,145		97	9.3%



**Figure 3.2: 2016 Non-Agricultural Industry Activity for Non-Employer Businesses and Trends from 2012 to 2016**



- Forestry, Fishing, Hunting & Ag Support
- Professional, Scientific & Technical Services
- Construction
- Real Estate & Rental and Leasing
- Arts, Entertainment & Recreation
- Accommodations & Food Services
- Other Services (except public administration)
- Health Care & Social Assistance
- Retail Trade
- Admin. & Support - Waste Mgmt. & Remediation
- Transportation & Warehousing

**Note:** The market area had 17 non-employer businesses in the Manufacturing sector adding 11 net new non-employer businesses from 2012 to 2016, a 183% increase (see Appendix A, Table A.4 for additional details). The sector was not included in the figure above due to the scaling needed to accommodate a majority of the sectors included in the study.

### 3.3 Business Financing Analysis

The business financing analysis includes a review of local business financing needs and the lending products currently available to meet these needs. Information was gathered from over 30 face-to-face interviews with local business owners and lenders, published data sources, and the past experience of the project team in supporting community-based lending programs around the State of California.

#### 3.3.1 Business Financing Needs

The financing needs of the smaller businesses<sup>6</sup> in the market area are consistent with those of other similar sized businesses around the State of California in the business sectors outlined in this study. Many of these needs are consistent with historic needs for businesses of this size with these needs being filled by conventional lenders (i.e., Tri-Counties Bank, Coast Central Credit Union, Chase Bank and US Bank) and community-based lenders (i.e., Del Norte EDC and Arcata EDC). The project team also found that many higher risk businesses (e.g., retail and consumer services) relied on easily attainable personal or business credit cards, leases or personal savings to meet their financing needs rather than seek funding from established lenders. The project team found that older, established businesses in the area had access to conventional financing sources (e.g., secured and unsecured lines of credit), but a number of the owners also injected personal funds. The project team found that a number of early-stage businesses (i.e., startups or businesses with less than 2+ years of tax returns) obtained financing from local non-related private parties as well as from family and friends to meet their needs. Few startups or early-stage businesses were aware of, or chose not to reach out to, Arcata EDC or Del Norte EDC to take advantage of the different financing products they had available. The project team found that the more established businesses or locally connected entrepreneurs had access to financing and would not see value in pursuing financing from a new, federally supported loan program due to the processing time, level of documentation and reporting requirements associated with this type of program.

Needs within the market area fall into three categories as described below. The “General” and “Financing Product Needs” are specific to the purpose of this study. However, following primary and secondary research the project team determined that, although there are needs for “high” risk capital the actual demand for any type of conventional bank or community-based program financing is currently very limited in Del Norte County.<sup>7</sup> As a result, a “Business Assistance Needs” was prepared to highlight some of the challenges businesses are facing that could be impacting their need for capital.

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<sup>6</sup> Businesses with less than 24 employees and less than \$1 million in sales.

<sup>7</sup> Lenders interviewed during the study indicated that they either received no or very few inquiries from small Del Norte County businesses seeking loans and those inquiries they did receive could be handled for creditworthy borrowers.

## **General Needs**

- Rapid turnaround of loan requests (including disbursement). This need arises from either poor planning (e.g., loan processing time vs. need for funds), market shifts (e.g., changes in tourist demand) and/or unexpected opportunities (e.g., acquisition of a piece of equipment or inventory associated with the closure of a nearby business). This need runs across all of the targeted business sectors.
- Simplified application process. This need arises from most businesses lacking the capacity and/or staff resources to properly collect/present the materials needed to prepare a complete loan application. This need was reflected in the information gathered by the project team interviews with business owners and lenders.
- Less restrictive funds in terms of job creation/retention requirements. This need arises from businesses that are trying to maintain (or grow) operations and/or grow using technology/equipment vs. hiring employees.
- Additional (or expanded use of existing) credit enhancements (e.g., provisions that can be used to reduce the credit risk of a loan such as the SBA guarantee programs). This need is somewhat tied to the need for less restrictive funds mentioned above and focuses on encouraging private lenders to make loans to small businesses that fall just outside of their conventional underwriting standards. This need runs across all of the targeted business sectors.

## **Financing Product Needs**

- Small working capital LOCs for early-stage companies (i.e., 1 to 3 years old) to cover variable cash flows (e.g., timing of labor, inventory and operating expenses vs. receivables) during growth phases of the business although the conventional and community-based lenders indicated that they have had some success in helping borrowers in this category with good credit and security. As with start-ups, most of this need continues to be filled with personal credit cards and loans from family members. This need is most prevalent in sectors where labor is the largest expense (e.g., Professional and Health Care Services).
- Term loans for start-ups and early-stage businesses (with less than 2 years of tax returns) purchasing furniture, fixtures, and equipment (FFE). A number of interviewed businesses used leases or credit cards to meet this need. The project team found limited lending activity to this group amongst private and community-based lenders. This was especially evident for those businesses that fell just outside of private lending underwriting standards (e.g., only 1 year of tax returns).

## **Business Assistance Needs**

- Technical assistance and coaching to help businesses improve operations and implementation of cost accounting, understand and access new markets outside of

Del Norte County and implement innovative business practices to improve local and regional competitiveness.

- Facilitation/support to understand lending products and the lending process. This need arises from a general lack of knowledge within the small business community on debt financing, appropriate use of financing, and the loan application process. The project team found a number of established businesses with a lack of understanding of what was required to secure a loan, the type of products available, and/or the security required. Businesses were found to be using short-term financing instruments (i.e., credit cards and lines-of-credit) to finance assets that would typically be financed with longer term debt instruments (i.e., term loans). A majority of this activity was driven by lack of knowledge while a portion was also due to the ease of securing financing using these inappropriate or higher cost products.

### **3.3.2 Business Financing Options**

A review of the local business financing options found a wide-range of programs and products available from community-based and private lending institutions including the use of federally supported credit enhancement provided through the Small Business Administration (SBA) loan guarantee programs. The discussion that follows highlights these local options with a more detailed description being provided in Appendix C.

#### **Community-based Lending**

Community-based lending programs are provided through the Del Norte EDC and the Arcata EDC with term loan programs for wide-range of uses including real estate purchase/rehabilitation, business startup, equipment, inventory, working capital and refinancing existing debt. Loan amounts range from \$5,000 to \$5 million (see Appendix C for additional detail). These lending programs are supported by government and private funding as follows.

- Del Norte EDC supports loans using funds obtained through the U.S. Department of Agriculture IRP program and the U.S. Department of Commerce Economic Development Administration.
- Arcata EDC supports loans using funds from the U.S. Small Business Administration (i.e., SBA Microloan Program and Community Advantage Program), the U.S. Department of Agriculture (i.e., IRP Program with consideration being given to establishing a USDA Microloan Program), the U.S. Department of Commerce Economic Development Administration, the Headwaters Fund and Rabo Bank (i.e., CDGI AEDC RLF). Arcata EDC is also a Community Development Financial Institution (CDFI) and Certified Development Corporation (i.e., SBA 504 lender).

Neither organization offers a business line-of-credit (LOC) product due to the complexity of managing such a program.

## Private Institution Lending

According to the Federal Deposit Insurance Corporation (FDIC)<sup>8</sup> there were three chartered banking institutions located in Crescent City as of April 30, 2019 with other institutions serving the area from offices outside Del Norte County. All commercial lending was handled by a regional vs. local representative.

Information gathered from interviews with local financial institutions (loan and credit officers) identified the following financing options available to small businesses in Shasta County. The terms and conditions of these loans vary by financial institution and the credit enhancement products used for the loan (see below and in Appendix C).

- **Business Credit Cards** – Private financial institutions in the area offer business credit cards as an option for supporting small business working capital needs. These funds are unsecured, and the offerings are typically based on the borrower's credit score. In some cases, this product may be offered in conjunction with a business line-of-credit (see below).
- **Business Lines-of-Credit** – Private financial institutions in the area offer both unsecured and secured (e.g., accounts receivable) LOCs as an option for supporting small business working capital needs. The availability, size, and security requirements of these products vary by time in business, owner's credit scores, type of business, source/concentration of accounts receivable, etc. A number of institutions offer unsecured LOCs based on the credit worthiness of the borrower.
- **Term Loans** – Private financial institutions in the area offer term loans to meet a full range of business needs including the purchase of fixed assets such as FFE and real estate. A number of these loans may also include permanent working capital when combined with the acquisition of a fixed asset. The availability, size, and security requirements of these products vary by time in business, owner's credit scores, type and value of collateral, etc.

Businesses in the targeted sectors also used leasing as a financing option for acquiring equipment.

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<sup>8</sup> Source: [http://www2.fdic.gov/sod/sodInstBranchRpt.asp?barItem=1&sZipCode=.](http://www2.fdic.gov/sod/sodInstBranchRpt.asp?barItem=1&sZipCode=)

## **Section 4: Conclusions and Recommendations**

The process of determining the need for a new CDBG (or other government) funded loan program to support small businesses within Del Norte County involved an assessment of trends in industry sectors suitable for enhanced debt financing, and a review of financing needs and the financing options available to meet these needs. The conclusions and recommendations that follow are based on this assessment, and are supported by the project team's experience in working with small business lending in settings with similar or comparable characteristics in California and the U.S.

### **4.1 Conclusions**

As noted in Section 3, there is no need for a new business loan fund in Del Norte County. This is especially true when considering the region's desire to limit its risk related to small business lending. In addition, the market area is well served by the financing options provided by Arcata EDC, Del Norte EDC and the region's conventional lenders.

### **4.2 Recommendations**

The recommendations presented below are based on an assessment of current market conditions and the conclusions outlined above. These recommendations are also predicated on the County's ability to:

- Implement a pro-active marketing and business outreach effort, and
- Engage a sufficient level of technical expertise (either internally or through contract) to provide technical assistance and coaching to entrepreneurs and existing businesses and, if necessary, properly analyze, underwrite, and structure the deals.

The initial recommendation focuses on near term financing needs that might arise and is followed by selected recommendations for building and strengthening the County's startups and existing small businesses.

#### **4.2.1 Expand Financing Counselor Capacity**

Del Norte County should work with the North Coast SBDC, local community and tribal organizations (e.g., Crescent City Del Norte County Chamber of Commerce, Building Healthy Communities, etc.) to provide interested parties with detailed information on the various debt capital sources available to area businesses. This effort would include providing materials and coaching to educate these individuals on the unique aspects of each financing program including any program requirements (e.g., job creation/retention, eligible uses, etc.) and documentation.

#### **4.2.2 Establish a Microenterprise Technical Assistance and Funding Program**

The Microenterprise Technical Assistance (TA) and Funding program should be CDBG eligible and consist of a component that requires participants to complete a Mini Business Model that, if viable, makes them eligible to receive a forgivable loan of up to \$5,000. The program would be operated using a cohort training model and be held once or twice a year (depending on demand). Each cohort would run for 10 to 12 weeks at which time participating businesses would have to submit their Mini Business Model for review. If participants are interested in being considered for funding, they would be provided a Funding Application (provided under separate cover) to begin filling in the required information with the full Funding Application due within 2 weeks from completion of the Mini Business Model. Once the Mini Business Model is submitted, the Program Coordinator would serve as the initial Program Reviewer to do an assessment of the Applicant's viability by scoring each section and developing an aggregate score (provided under separate cover). Once the initial review has been completed, all the materials should be forwarded to a qualified independent organization with the capacity to review the materials and underwrite the funding request. This organization would complete the evaluation process by:

1. Completing an arm's length assessment of the applicant's Mini Business Model, completely providing your assessment of the Model's strengths/weaknesses in the Diligence Review column. The scores provided by the underwriting organization would be averaged with the Program Review scores to come up with an average score that will be used to calculate a weighted score for each key component of the Model and then the aggregate score for the applicant's Model.
2. Reviewing the applicant's Funding Application, running a credit report and reviewing all submittals to complete a Due Diligence Review (provided under separate cover) culminating in a recommendation indicating the organization's recommendation for funding. The recommendation and final funding decision should be made by a review panel established by Crescent City and Del Norte County. The final decision should include (as necessary) some discussion between the panel and underwriting organization to talk through any questions or observations. Note: Funding decisions should comply with any rules or regulations associated with the source of funding (i.e., the project team recommends that funds be secured from sources such as CDBG, local foundations, etc. as appropriate steps have been taking to make the program CDBG eligible under the Microenterprise TA and Financial Assistance program funding available through the State of California Housing and Community Development Department (HCD).
3. If a Funding Application is reviews, the underwriting organization should also be responsible for disbursing funds for eligible uses and in accordance with guidelines established for the program.

## Appendix A: Del Norte County Industry Activity

Industry activity was measured by looking at U.S. Census Bureau County Business Patterns data.<sup>9</sup> Tables A.1 and A.2 looked at Del Norte from a North American Industry Classification System (NAICS) code perspective to determine the level of business activity and trends over a five-year period.

Although the assessment of current business activity was based on the most recent year of available Census data (i.e., 2016), the project team also use information gather from other published sources and local interviews to validate this information. Based on a comparative review, the project team found the 2016 Census data to be representative of current conditions for the targeted industry sectors included in this report.

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<sup>9</sup> Current business activity was based on 2016 County Business Patten data which represent the most recent published data available at the time of the study. Trends were assessed by looking at the differential of activity between 2016 and 2012.



**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>11--</b>	<b>Forestry, Fishing, Hunting &amp; Ag Support</b>						
113310	Logging	4	2	0	2	0	0
114111	Finfish Fishing	6	6	0	0	0	0
114112	Shellfish Fishing	8	8	0	0	0	0
114210	Hunting and Trapping	0	0	0	0	0	0
	<b>Subtotal Forestry, Fishing, Hunting &amp; Ag Support</b>	<b>18</b>	<b>16</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>22--</b>	<b>Utilities</b>						
221122	Electric Power Distribution	1	0	0	1	0	0
<b>23--</b>	<b>Construction</b>						
236115	New Single-Family Housing Construction (except For-Sale Builders)	4	4	0	0	0	0
236118	Residential Remodelers	8	8	0	0	0	0
236220	Commercial and Institutional Building Construction	1	1	0	0	0	0
237110	Water and Sewer Line and Related Structures Construction	1	1	0	0	0	0
237310	Highway, Street, and Bridge Construction	1	0	0	1	0	0
238110	Poured Concrete Foundation and Structure Contractors	2	1	1	0	0	0
238140	Masonry Contractors	0	0	0	0	0	0
238160	Roofing Contractors	4	3	1	0	0	0
238210	Electrical Contractors and Other Wiring Installation Contractors	3	1	2	0	0	0
238220	Plumbing, Heating, and Air-Conditioning Contractors	2	2	0	0	0	0
238310	Drywall and Insulation Contractors	1	1	0	0	0	0
238320	Painting and Wall Covering Contractors	6	6	0	0	0	0
238340	Tile and Terrazzo Contractors	0	0	0	0	0	0
238350	Finish Carpentry Contractors	3	3	0	0	0	0
238910	Site Preparation Contractors	2	0	2	0	0	0
238990	All Other Specialty Trade Contractors	0	0	0	0	0	0
	<b>Subtotal Construction</b>	<b>38</b>	<b>31</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>31-33--</b>	<b>Manufacturing</b>						
311513	Cheese Manufacturing	1	0	0	0	1	0
311710	Seafood Product Preparation and Packaging	1	1	0	0	0	0
312120	Breweries	2	2	0	0	0	0
321113	Sawmills	2	2	0	0	0	0

**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>31-33--</b>	<b>Manufacturing (Continued)</b>						
324121	Asphalt Paving Mixture and Block Manufacturing	0	0	0	0	0	0
325199	All Other Basic Organic Chemical Manufacturing	1	1	0	0	0	0
325311	Nitrogenous Fertilizer Manufacturing	0	0	0	0	0	0
325620	Toilet Preparation Manufacturing	1	0	1	0	0	0
327212	Other Pressed and Blown Glass and Glassware Manufacturing	0	0	0	0	0	0
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing	1	0	0	0	1	0
336612	Boat Building	1	0	1	0	0	0
339950	Sign Manufacturing	1	1	0	0	0	0
	<b>Subtotal Manufacturing</b>	<b>11</b>	<b>7</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>42--</b>	<b>Wholesale Trade</b>						
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	1	1	0	0	0	0
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers	1	0	1	0	0	0
424210	Drugs and Druggists' Sundries Merchant Wholesalers	0	0	0	0	0	0
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers	1	1	0	0	0	0
424450	Confectionery Merchant Wholesalers	1	1	0	0	0	0
424490	Other Grocery and Related Products Merchant Wholesalers	1	1	0	0	0	0
424710	Petroleum Bulk Stations and Terminals	1	0	0	0	1	0
424810	Beer and Ale Merchant Wholesalers	1	0	0	1	0	0
	<b>Subtotal Wholesale Trade</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>44-45--</b>	<b>Retail Trade</b>						
441110	New Car Dealers	1	0	0	1	0	0
441222	Boat Dealers	1	0	1	0	0	0
441310	Automotive Parts and Accessories Stores	4	0	3	1	0	0
441320	Tire Dealers	1	0	0	1	0	0
442110	Furniture Stores	2	2	0	0	0	0
442210	Floor Covering Stores	1	1	0	0	0	0
442299	All Other Home Furnishings Stores	0	0	0	0	0	0
444110	Home Centers	2	0	0	0	1	1
444130	Hardware Stores	0	0	0	0	0	0
444190	Other Building Material Dealers	3	2	1	0	0	0
444210	Outdoor Power Equipment Stores	1	0	1	0	0	0

**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>44-45--</b>	<b>Retail Trade (Continued)</b>						
444220	Nursery, Garden Center, and Farm Supply Stores	3	1	2	0	0	0
445110	Supermarkets and Other Grocery (except Convenience) Stores	6	3	0	1	1	1
445120	Convenience Stores	1	1	0	0	0	0
445220	Fish and Seafood Markets	1	1	0	0	0	0
445299	All Other Specialty Food Stores	1	0	0	1	0	0
445310	Beer, Wine, and Liquor Stores	3	0	2	1	0	0
446110	Pharmacies and Drug Stores	2	0	0	0	2	0
446191	Food (Health) Supplement Stores	1	0	1	0	0	0
447110	Gasoline Stations with Convenience Stores	3	0	0	3	0	0
447190	Other Gasoline Stations	4	0	2	1	1	0
448210	Shoe Stores	1	1	0	0	0	0
448190	Other Clothing Stores	0	0	0	0	0	0
448210	Shoe Stores	0	0	0	0	0	0
451110	Sporting Goods Stores	2	1	0	1	0	0
451211	Book Stores	1	0	0	1	0	0
452910	Warehouse Clubs and Supercenters	1	0	0	0	0	1
452990	All Other General Merchandise Stores	1	0	0	1	0	0
453110	Florists	1	1	0	0	0	0
453210	Office Supplies and Stationery Stores	1	0	1	0	0	0
453220	Gift, Novelty, and Souvenir Stores	3	1	0	1	1	0
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	1	1	0	0	0	0
454111	Electronic Shopping	1	1	0	0	0	0
454310	Fuel Dealers	2	2	0	0	0	0
454390	Other Direct Selling Establishments	1	1	0	0	0	0
	<b>Subtotal Retail Trade</b>	<b>57</b>	<b>20</b>	<b>14</b>	<b>14</b>	<b>6</b>	<b>3</b>
<b>48--</b>	<b>Transportation &amp; Warehousing</b>						
481111	Scheduled Passenger Air Transportation	0	0	0	0	0	0
484110	General Freight Trucking, Local	1	0	1	0	0	0
484210	Used Household and Office Goods Moving	1	0	1	0	0	0
485410	School and Employee Bus Transportation	1	0	0	1	0	0
488320	Marine Cargo Handling	1	1	0	0	0	0

**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>48--</b>	<b>Transportation &amp; Warehousing (Continued)</b>						
488410	Motor Vehicle Towing	0	0	0	0	0	0
492110	Couriers and Express Delivery Services	2	0	2	0	0	0
493110	General Warehousing and Storage	1	1	0	0	0	0
	<b>Subtotal Transportation &amp; Warehousing</b>	<b>7</b>	<b>2</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>51--</b>	<b>Information</b>						
511110	Newspaper Publishers	1	0	0	0	1	0
511210	Software Publishers	1	1	0	0	0	0
512131	Motion Picture Theaters (except Drive-Ins)	1	0	0	1	0	0
512132	Drive-In Motion Picture Theaters	0	0	0	0	0	0
515112	Radio Stations	1	0	0	1	0	0
517110	Wired Telecommunications Carriers	4	2	1	0	1	0
517210	Wireless Telecommunications Carriers (except Satellite)	2	1	1	0	0	0
	<b>Subtotal Information</b>	<b>10</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>52--</b>	<b>Finance &amp; Insurance</b>						
522110	Commercial Banking	5	1	3	1	0	0
522120	Savings Institutions	0	0	0	0	0	0
522130	Credit Unions	2	1	0	1	0	0
522298	All Other Nondepository Credit Intermediation	1	0	1	0	0	0
522310	Mortgage and Nonmortgage Loan Brokers	0	0	0	0	0	0
522390	Other Activities Related to Credit Intermediation	2	2	0	0	0	0
523120	Securities Brokerage	4	4	0	0	0	0
524127	Direct Title Insurance Carriers	1	1	0	0	0	0
524210	Insurance Agencies and Brokerages	6	5	1	0	0	0
524291	Claims Adjusting	0	0	0	0	0	0
	<b>Subtotal Finance &amp; Insurance</b>	<b>21</b>	<b>14</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing</b>						
531110	Lessors of Residential Buildings and Dwellings	12	9	3	0	0	0
531120	Lessors of Nonresidential Buildings (except Mini-warehouses)	1	1	0	0	0	0
531130	Lessors of Mini-warehouses and Self-Storage Units	3	2	1	0	0	0
531190	Lessors of Other Real Estate Property	3	3	0	0	0	0

**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing (Continued)</b>						
531210	Offices of Real Estate Agents and Brokers	7	6	0	1	0	0
531311	Residential Property Managers	0	0	0	0	0	0
531312	Nonresidential Property Managers	1	1	0	0	0	0
531390	Other Activities Related to Real Estate	1	1	0	0	0	0
532111	Passenger Car Rental	0	0	0	0	0	0
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	0	0	0	0	0	0
532230	Video Tape and Disc Rental	1	0	1	0	0	0
532291	Home Health Equipment Rental	1	1	0	0	0	0
532299	All Other Consumer Goods Rental	1	1	0	0	0	0
	<b>Subtotal Real Estate &amp; Rental and Leasing</b>	<b>30</b>	<b>24</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>54--</b>	<b>Professional, Scientific &amp; Technical Services</b>						
541110	Offices of Lawyers	8	6	1	1	0	0
541191	Title Abstract and Settlement Offices	1	0	1	0	0	0
541211	Offices of Certified Public Accountants	2	1	0	1	0	0
541213	Tax Preparation Services	1	0	0	0	1	0
541219	Other Accounting Services	2	0	1	1	0	0
541330	Engineering Services	2	1	1	0	0	0
541490	Other Specialized Design Services	1	1	0	0	0	0
541512	Computer Systems Design Services	0	0	0	0	0	0
541614	Process, Physical Distribution, and Logistics Consulting Services	0	0	0	0	0	0
541620	Environmental Consulting Services	0	0	0	0	0	0
541690	Other Scientific and Technical Consulting Services	2	2	0	0	0	0
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	1	1	0	0	0	0
541940	Veterinary Services	3	1	2	0	0	0
	<b>Subtotal Professional, Scientific &amp; Technical Services</b>	<b>23</b>	<b>13</b>	<b>6</b>	<b>3</b>	<b>1</b>	<b>0</b>
<b>55--</b>	<b>Management of Companies &amp; Enterprises</b>						
551114	Corporate, Subsidiary, and Regional Managing Offices	0	0	0	0	0	0
<b>56--</b>	<b>Admin. Support &amp; Waste Mgmt. &amp; Remediation</b>						
561110	Office Administrative Services	1	0	0	1	0	0
561320	Temporary Help Services	1	1	0	0	0	0
561431	Private Mail Centers	1	1	0	0	0	0
561492	Court Reporting and Stenotype Services	0	0	0	0	0	0

**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>56--</b>	<b>Admin. Support, Waste Mgmt. &amp; Remediation (Continued)</b>						
561621	Security Systems Services (except Locksmiths)	1	0	1	0	0	0
561730	Landscaping Services	6	5	1	0	0	0
561990	All Other Support Services	2	2	0	0	0	0
562111	Solid Waste Collection	1	0	0	1	0	0
	<b>Subtotal Admin. Support, Waste Mgmt. &amp; Remediation</b>	<b>13</b>	<b>9</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>61--</b>	<b>Educational Services</b>						
611519	Other Technical and Trade Schools	1	1	0	0	0	0
611610	Fine Arts Schools	1	0	1	0	0	0
611692	Automobile Driving Schools	0	0	0	0	0	0
	<b>Subtotal Educational Services</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>62--</b>	<b>Health Care &amp; Social Assistance</b>						
621111	Offices of Physicians (except Mental Health Specialists)	12	5	3	2	2	0
621210	Offices of Dentists	5	3	2	0	0	0
621310	Offices of Chiropractors	4	4	0	0	0	0
621320	Offices of Optometrists	1	1	0	0	0	0
621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists	2	0	1	1	0	0
621391	Offices of Podiatrists	1	1	0	0	0	0
621410	Family Planning Centers	1	1	0	0	0	0
621420	Outpatient Mental Health and Substance Abuse Centers	0	0	0	0	0	0
621493	Freestanding Ambulatory Surgical and Emergency Centers	1	0	0	1	0	0
621498	All Other Outpatient Care Centers	4	1	1	0	1	1
621511	Medical Laboratories	1	1	0	0	0	0
621610	Home Health Care Services	2	1	0	1	0	0
621910	Ambulance Services	3	1	0	0	2	0
622110	General Medical and Surgical Hospitals	1	0	0	0	0	1
623110	Nursing Care Facilities (Skilled Nursing Facilities)	2	1	0	0	0	1
623220	Residential Mental Health and Substance Abuse Facilities	0	0	0	0	0	0
623312	Assisted Living Facilities for the Elderly	1	0	0	0	1	0
623990	Other Residential Care Facilities	1	0	0	0	1	0
624120	Services for the Elderly and Persons with Disabilities	5	1	1	1	1	1
624190	Other Individual and Family Services	9	6	1	1	1	0
624210	Community Food Services	1	0	1	0	0	0
624229	Other Community Housing Services	1	0	0	1	0	0

**Table A.1: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>62--</b>	<b>Health Care &amp; Social Assistance (Continued)</b>						
624230	Emergency and Other Relief Services	0	0	0	0	0	0
624310	Vocational Rehabilitation Services	4	0	1	1	2	0
624410	Child Day Care Services	3	0	2	1	0	0
	<b>Subtotal Health Care &amp; Social Assistance</b>	<b>65</b>	<b>27</b>	<b>13</b>	<b>10</b>	<b>11</b>	<b>4</b>
<b>71--</b>	<b>Arts, Entertainment &amp; Recreation</b>						
713210	Casinos (except Casino Hotels)	2	0	0	0	0	2
713910	Golf Courses and Country Clubs	0	0	0	0	0	0
713940	Fitness and Recreational Sports Centers	0	0	0	0	0	0
713990	All Other Amusement and Recreation Industries	1	1	0	0	0	0
	<b>Subtotal Arts, Entertainment &amp; Recreation</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>72--</b>	<b>Accommodations &amp; Food Services</b>						
721110	Hotels (except Casino Hotels) and Motels	15	4	3	5	3	0
721120	Casino Hotels	1	0	0	0	0	1
721191	Bed-and-Breakfast Inns	1	0	1	0	0	0
721211	RV (Recreational Vehicle) Parks and Campgrounds	5	4	1	0	0	0
722410	Drinking Places (Alcoholic Beverages)	1	1	0	0	0	0
722511	Full-Service Restaurants	24	9	2	6	7	0
722513	Limited-Service Restaurants	10	1	6	0	3	0
722515	Snack and Nonalcoholic Beverage Bars	5	2	1	2	0	0
	<b>Subtotal Accommodations &amp; Food Services</b>	<b>62</b>	<b>21</b>	<b>14</b>	<b>13</b>	<b>13</b>	<b>1</b>
<b>81--</b>	<b>Other Services (except public administration)</b>						
811111	General Automotive Repair	5	4	1	0	0	0
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	1	0	1	0	0	0
811121	Automotive Body, Paint, and Interior Repair and Maintenance	2	1	0	1	0	0
811191	Automotive Oil Change and Lubrication Shops	0	0	0	0	0	0
812111	Barber Shops	0	0	0	0	0	0
812112	Beauty Salons	3	2	1	0	0	0
812210	Funeral Homes and Funeral Services	1	0	1	0	0	0
812310	Coin-Operated Laundries and Drycleaners	1	0	1	0	0	0
812910	Pet Care (except Veterinary) Services	1	1	0	0	0	0
	<b>Subtotal Other Services (except public administration)</b>	<b>14</b>	<b>8</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>0</b>
	<b>Total All Industries</b>	<b>382</b>	<b>202</b>	<b>80</b>	<b>54</b>	<b>36</b>	<b>10</b>

**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>11--</b>	<b>Forestry, Fishing, Hunting &amp; Ag Support</b>						
113310	Logging	3	2	1	0	0	0
114111	Finfish Fishing	6	4	1	1	0	0
114112	Shellfish Fishing	10	8	2	0	0	0
114210	Hunting and Trapping	1	1	0	0	0	0
	<b>Subtotal Forestry, Fishing, Hunting &amp; Ag Support</b>	<b>20</b>	<b>15</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>22--</b>	<b>Utilities</b>						
221122	Electric Power Distribution	1	0	0	1	0	0
<b>23--</b>	<b>Construction</b>						
236115	New Single-Family Housing Construction (except For-Sale Builders)	8	8	0	0	0	0
236118	Residential Remodelers	8	8	0	0	0	0
236220	Commercial and Institutional Building Construction	4	4	0	0	0	0
237110	Water and Sewer Line and Related Structures Construction	1	1	0	0	0	0
237310	Highway, Street, and Bridge Construction	2	1	1	0	0	0
238110	Poured Concrete Foundation and Structure Contractors	0	0	0	0	0	0
238140	Masonry Contractors	1	1	0	0	0	0
238160	Roofing Contractors	4	4	0	0	0	0
238210	Electrical Contractors and Other Wiring Installation Contractors	3	2	1	0	0	0
238220	Plumbing, Heating, and Air-Conditioning Contractors	4	3	1	0	0	0
238310	Drywall and Insulation Contractors	1	1	0	0	0	0
238320	Painting and Wall Covering Contractors	2	2	0	0	0	0
238340	Tile and Terrazzo Contractors	1	1	0	0	0	0
238350	Finish Carpentry Contractors	3	3	0	0	0	0
238910	Site Preparation Contractors	2	2	0	0	0	0
238990	All Other Specialty Trade Contractors	2	2	0	0	0	0
	<b>Subtotal Construction</b>	<b>46</b>	<b>43</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>31-33--</b>	<b>Manufacturing</b>						
311513	Cheese Manufacturing	1	0	0	0	1	0
311710	Seafood Product Preparation and Packaging	1	1	0	0	0	0
312120	Breweries	0	0	0	0	0	0
321113	Sawmills	2	2	0	0	0	0



**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>31-33--</b>	<b>Manufacturing (Continued)</b>						
324121	Asphalt Paving Mixture and Block Manufacturing	1	1	0	0	0	0
325199	All Other Basic Organic Chemical Manufacturing	0	0	0	0	0	0
325311	Nitrogenous Fertilizer Manufacturing	1	0	1	0	0	0
325620	Toilet Preparation Manufacturing	0	0	0	0	0	0
327212	Other Pressed and Blown Glass and Glassware Manufacturing	1	1	0	0	0	0
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing	1	0	0	0	1	0
336612	Boat Building	1	0	1	0	0	0
339950	Sign Manufacturing	0	0	0	0	0	0
	<b>Subtotal Manufacturing</b>	<b>9</b>	<b>5</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>
<b>42--</b>	<b>Wholesale Trade</b>						
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	1	1	0	0	0	0
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers	1	0	1	0	0	0
424210	Drugs and Druggists' Sundries Merchant Wholesalers	1	1	0	0	0	0
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers	1	0	1	0	0	0
424450	Confectionery Merchant Wholesalers	0	0	0	0	0	0
424490	Other Grocery and Related Products Merchant Wholesalers	1	1	0	0	0	0
424710	Petroleum Bulk Stations and Terminals	1	0	0	0	1	0
424810	Beer and Ale Merchant Wholesalers	1	0	0	1	0	0
	<b>Subtotal Wholesale Trade</b>	<b>7</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>
<b>44-45--</b>	<b>Retail Trade</b>						
441110	New Car Dealers	1	0	0	1	0	0
441222	Boat Dealers	1	0	1	0	0	0
441310	Automotive Parts and Accessories Stores	3	0	1	2	0	0
441320	Tire Dealers	2	0	1	1	0	0
442110	Furniture Stores	2	2	0	0	0	0
442210	Floor Covering Stores	1	1	0	0	0	0
442299	All Other Home Furnishings Stores	1	1	0	0	0	0
444110	Home Centers	2	0	0	0	1	1
444130	Hardware Stores	1	0	0	1	0	0
444190	Other Building Material Dealers	3	2	1	0	0	0
444210	Outdoor Power Equipment Stores	1	1	0	0	0	0

**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>44-45--</b>	<b>Retail Trade (Continued)</b>						
444220	Nursery, Garden Center, and Farm Supply Stores	2	1	1	0	0	0
445110	Supermarkets and Other Grocery (except Convenience) Stores	8	3	0	2	2	1
445120	Convenience Stores	0	0	0	0	0	0
445220	Fish and Seafood Markets	0	0	0	0	0	0
445299	All Other Specialty Food Stores	1	0	0	1	0	0
445310	Beer, Wine, and Liquor Stores	3	0	2	1	0	0
446110	Pharmacies and Drug Stores	2	0	0	1	1	0
446191	Food (Health) Supplement Stores	0	0	0	0	0	0
447110	Gasoline Stations with Convenience Stores	4	0	1	3	0	0
447190	Other Gasoline Stations	5	1	2	1	1	0
448210	Shoe Stores	1	1	0	0	0	0
448190	Other Clothing Stores	2	2	0	0	0	0
448210	Shoe Stores	1	1	0	0	0	0
451110	Sporting Goods Stores	1	1	0	0	0	0
451211	Book Stores	1	0	1	0	0	0
452910	Warehouse Clubs and Supercenters	1	0	0	0	0	1
452990	All Other General Merchandise Stores	1	0	0	1	0	0
453110	Florists	1	1	0	0	0	0
453210	Office Supplies and Stationery Stores	1	0	1	0	0	0
453220	Gift, Novelty, and Souvenir Stores	3	1	0	1	1	0
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	0	0	0	0	0	0
454111	Electronic Shopping	1	1	0	0	0	0
454310	Fuel Dealers	2	2	0	0	0	0
454390	Other Direct Selling Establishments	0	0	0	0	0	0
	<b>Subtotal Retail Trade</b>	<b>59</b>	<b>22</b>	<b>12</b>	<b>16</b>	<b>6</b>	<b>3</b>
<b>48--</b>	<b>Transportation &amp; Warehousing</b>						
481111	Scheduled Passenger Air Transportation	1	0	1	0	0	0
484110	General Freight Trucking, Local	5	3	0	1	1	0
484210	Used Household and Office Goods Moving	1	0	1	0	0	0
485410	School and Employee Bus Transportation	1	0	0	1	0	0
488320	Marine Cargo Handling	0	0	0	0	0	0

**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>48--</b>	<b>Transportation &amp; Warehousing (Continued)</b>						
488410	Motor Vehicle Towing	1	0	1	0	0	0
492110	Couriers and Express Delivery Services	2	0	2	0	0	0
493110	General Warehousing and Storage	0	0	0	0	0	0
	<b>Subtotal Transportation &amp; Warehousing</b>	<b>11</b>	<b>3</b>	<b>5</b>	<b>2</b>	<b>1</b>	<b>0</b>
<b>51--</b>	<b>Information</b>						
511110	Newspaper Publishers	1	0	0	0	1	0
511210	Software Publishers	0	0	0	0	0	0
512131	Motion Picture Theaters (except Drive-Ins)	1	0	1	0	0	0
512132	Drive-In Motion Picture Theaters	1	1	0	0	0	0
515112	Radio Stations	1	0	0	1	0	0
517110	Wired Telecommunications Carriers	7	6	0	0	1	0
517210	Wireless Telecommunications Carriers (except Satellite)	1	0	1	0	0	0
	<b>Subtotal Information</b>	<b>12</b>	<b>7</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>0</b>
<b>52--</b>	<b>Finance &amp; Insurance</b>						
522110	Commercial Banking	4	0	3	1	0	0
522120	Savings Institutions	1	0	0	1	0	0
522130	Credit Unions	5	3	1	1	0	0
522298	All Other Nondepository Credit Intermediation	1	0	1	0	0	0
522310	Mortgage and Nonmortgage Loan Brokers	1	0	1	0	0	0
522390	Other Activities Related to Credit Intermediation	1	1	0	0	0	0
523120	Securities Brokerage	4	4	0	0	0	0
524127	Direct Title Insurance Carriers	1	1	0	0	0	0
524210	Insurance Agencies and Brokerages	6	5	1	0	0	0
524291	Claims Adjusting	1	1	0	0	0	0
	<b>Subtotal Finance &amp; Insurance</b>	<b>25</b>	<b>15</b>	<b>7</b>	<b>3</b>	<b>0</b>	<b>0</b>
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing</b>						
531110	Lessors of Residential Buildings and Dwellings	13	12	1	0	0	0
531120	Lessors of Nonresidential Buildings (except Mini-warehouses)	1	1	0	0	0	0
531130	Lessors of Mini-warehouses and Self-Storage Units	3	2	1	0	0	0
531190	Lessors of Other Real Estate Property	1	1	0	0	0	0

**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing (Continued)</b>						
531210	Offices of Real Estate Agents and Brokers	5	4	0	1	0	0
531311	Residential Property Managers	2	1	1	0	0	0
531312	Nonresidential Property Managers	1	1	0	0	0	0
531390	Other Activities Related to Real Estate	1	1	0	0	0	0
532111	Passenger Car Rental	1	0	1	0	0	0
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	1	0	1	0	0	0
532230	Video Tape and Disc Rental	2	1	1	0	0	0
532291	Home Health Equipment Rental	1	1	0	0	0	0
532299	All Other Consumer Goods Rental	1	0	1	0	0	0
	<b>Subtotal Real Estate &amp; Rental and Leasing</b>	<b>32</b>	<b>25</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>54--</b>	<b>Professional, Scientific &amp; Technical Services</b>						
541110	Offices of Lawyers	9	8	1	0	0	0
541191	Title Abstract and Settlement Offices	1	0	1	0	0	0
541211	Offices of Certified Public Accountants	3	2	0	1	0	0
541213	Tax Preparation Services	1	0	0	1	0	0
541219	Other Accounting Services	3	1	1	1	0	0
541330	Engineering Services	2	1	1	0	0	0
541490	Other Specialized Design Services	1	1	0	0	0	0
541512	Computer Systems Design Services	1	1	0	0	0	0
541614	Process, Physical Distribution, and Logistics Consulting Services	1	1	0	0	0	0
541620	Environmental Consulting Services	2	2	0	0	0	0
541690	Other Scientific and Technical Consulting Services	1	1	0	0	0	0
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	2	1	1	0	0	0
541940	Veterinary Services	3	0	3	0	0	0
	<b>Subtotal Professional, Scientific &amp; Technical Services</b>	<b>30</b>	<b>19</b>	<b>8</b>	<b>3</b>	<b>0</b>	<b>0</b>
<b>55--</b>	<b>Management of Companies &amp; Enterprises</b>						
551114	Corporate, Subsidiary, and Regional Managing Offices	1	0	0	1	0	0
<b>56--</b>	<b>Admin. Support &amp; Waste Mgmt. &amp; Remediation</b>						
561110	Office Administrative Services	1	0	0	1	0	0
561320	Temporary Help Services	0	0	0	0	0	0
561431	Private Mail Centers	1	1	0	0	0	0
561492	Court Reporting and Stenotype Services	1	1	0	0	0	0

**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>56--</b>	<b>Admin. Support, Waste Mgmt. &amp; Remediation (Continued)</b>						
561621	Security Systems Services (except Locksmiths)	1	1	0	0	0	0
561730	Landscaping Services	6	5	1	0	0	0
561990	All Other Support Services	2	2	0	0	0	0
562111	Solid Waste Collection	1	0	0	1	0	0
	<b>Subtotal Admin. Support, Waste Mgmt. &amp; Remediation</b>	<b>13</b>	<b>10</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>
<b>61--</b>	<b>Educational Services</b>						
611519	Other Technical and Trade Schools	0	0	0	0	0	0
611610	Fine Arts Schools	1	1	0	0	0	0
611692	Automobile Driving Schools	1	1	0	0	0	0
	<b>Subtotal Educational Services</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>62--</b>	<b>Health Care &amp; Social Assistance</b>						
621111	Offices of Physicians (except Mental Health Specialists)	14	6	4	2	2	0
621210	Offices of Dentists	6	4	1	1	0	0
621310	Offices of Chiropractors	4	3	1	0	0	0
621320	Offices of Optometrists	1	0	1	0	0	0
621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists	2	0	1	0	1	0
621391	Offices of Podiatrists	2	1	1	0	0	0
621410	Family Planning Centers	1	1	0	0	0	0
621420	Outpatient Mental Health and Substance Abuse Centers	1	1	0	0	0	0
621493	Freestanding Ambulatory Surgical and Emergency Centers	1	0	0	1	0	0
621498	All Other Outpatient Care Centers	3	1	0	0	1	1
621511	Medical Laboratories	1	1	0	0	0	0
621610	Home Health Care Services	3	2	0	1	0	0
621910	Ambulance Services	1	0	0	0	1	0
622110	General Medical and Surgical Hospitals	1	0	0	0	0	1
623110	Nursing Care Facilities (Skilled Nursing Facilities)	1	0	0	0	0	1
623220	Residential Mental Health and Substance Abuse Facilities	1	0	0	1	0	0
623312	Assisted Living Facilities for the Elderly	1	0	0	0	1	0
623990	Other Residential Care Facilities	1	0	0	0	1	0
624120	Services for the Elderly and Persons with Disabilities	3	0	2	0	1	0
624190	Other Individual and Family Services	9	5	3	0	1	0
624210	Community Food Services	2	0	1	1	0	0
624229	Other Community Housing Services	1	1	0	0	0	0

**Table A.2: Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>62--</b>	<b>Health Care &amp; Social Assistance (Continued)</b>						
624230	Emergency and Other Relief Services	1	1	0	0	0	0
624310	Vocational Rehabilitation Services	4	0	1	0	2	1
624410	Child Day Care Services	4	1	1	2	0	0
	<b>Subtotal Health Care &amp; Social Assistance</b>	<b>69</b>	<b>28</b>	<b>17</b>	<b>9</b>	<b>11</b>	<b>4</b>
<b>71--</b>	<b>Arts, Entertainment &amp; Recreation</b>						
713210	Casinos (except Casino Hotels)	2	0	0	0	0	2
713910	Golf Courses and Country Clubs	1	1	0	0	0	0
713940	Fitness and Recreational Sports Centers	1	1	0	0	0	0
713990	All Other Amusement and Recreation Industries	0	0	0	0	0	0
	<b>Subtotal Arts, Entertainment &amp; Recreation</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>72--</b>	<b>Accommodations &amp; Food Services</b>						
721110	Hotels (except Casino Hotels) and Motels	17	7	4	3	3	0
721120	Casino Hotels	0	0	0	0	0	0
721191	Bed-and-Breakfast Inns	1	0	1	0	0	0
721211	RV (Recreational Vehicle) Parks and Campgrounds	4	4	0	0	0	0
722410	Drinking Places (Alcoholic Beverages)	5	3	2	0	0	0
722511	Full-Service Restaurants	23	12	2	4	5	0
722513	Limited-Service Restaurants	11	3	4	1	3	0
722515	Snack and Nonalcoholic Beverage Bars	7	4	1	2	0	0
	<b>Subtotal Accommodations &amp; Food Services</b>	<b>68</b>	<b>33</b>	<b>14</b>	<b>10</b>	<b>11</b>	<b>0</b>
<b>81--</b>	<b>Other Services (except public administration)</b>						
811111	General Automotive Repair	5	5	0	0	0	0
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	1	0	0	1	0	0
811121	Automotive Body, Paint, and Interior Repair and Maintenance	2	1	0	1	0	0
811191	Automotive Oil Change and Lubrication Shops	1	1	0	0	0	0
812111	Barber Shops	1	1	0	0	0	0
812112	Beauty Salons	2	1	1	0	0	0
812210	Funeral Homes and Funeral Services	1	0	1	0	0	0
812310	Coin-Operated Laundries and Drycleaners	1	0	1	0	0	0
812910	Pet Care (except Veterinary) Services	1	1	0	0	0	0
	<b>Subtotal Other Services (except public administration)</b>	<b>15</b>	<b>10</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>0</b>
	<b>Total All Industries</b>	<b>424</b>	<b>242</b>	<b>86</b>	<b>53</b>	<b>34</b>	<b>9</b>

**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors (by # of Employees) – 2012 to 2016**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>11--</b>	<b>Forestry, Fishing, Hunting &amp; Ag Support</b>						
113310	Logging	1	0	-1	2	0	0
114111	Finfish Fishing	0	2	-1	-1	0	0
114112	Shellfish Fishing	-2	0	-2	0	0	0
114210	Hunting and Trapping	-1	-1	0	0	0	0
	<b>Subtotal Forestry, Fishing, Hunting &amp; Ag Support</b>	<b>-2</b>	<b>1</b>	<b>-4</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>22--</b>	<b>Utilities</b>						
221122	Electric Power Distribution	0	0	0	0	0	0
<b>23--</b>	<b>Construction</b>						
236115	New Single-Family Housing Construction (except For-Sale Builders)	-4	-4	0	0	0	0
236118	Residential Remodelers	0	0	0	0	0	0
236220	Commercial and Institutional Building Construction	-3	-3	0	0	0	0
237110	Water and Sewer Line and Related Structures Construction	0	0	0	0	0	0
237310	Highway, Street, and Bridge Construction	-1	-1	-1	1	0	0
238110	Poured Concrete Foundation and Structure Contractors	2	1	1	0	0	0
238140	Masonry Contractors	-1	-1	0	0	0	0
238160	Roofing Contractors	0	-1	1	0	0	0
238210	Electrical Contractors and Other Wiring Installation Contractors	0	-1	1	0	0	0
238220	Plumbing, Heating, and Air-Conditioning Contractors	-2	-1	-1	0	0	0
238310	Drywall and Insulation Contractors	0	0	0	0	0	0
238320	Painting and Wall Covering Contractors	4	4	0	0	0	0
238340	Tile and Terrazzo Contractors	-1	-1	0	0	0	0
238350	Finish Carpentry Contractors	0	0	0	0	0	0
238910	Site Preparation Contractors	0	-2	2	0	0	0
238990	All Other Specialty Trade Contractors	-2	-2	0	0	0	0
	<b>Subtotal Construction</b>	<b>-8</b>	<b>-12</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>31-33--</b>	<b>Manufacturing</b>						
311513	Cheese Manufacturing	0	0	0	0	0	0
311710	Seafood Product Preparation and Packaging	0	0	0	0	0	0
312120	Breweries	2	2	0	0	0	0
321113	Sawmills	0	0	0	0	0	0

**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors (by # of Employees) – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>31-33--</b>	<b>Manufacturing (Continued)</b>						
324121	Asphalt Paving Mixture and Block Manufacturing	-1	-1	0	0	0	0
325199	All Other Basic Organic Chemical Manufacturing	1	1	0	0	0	0
325311	Nitrogenous Fertilizer Manufacturing	-1	0	-1	0	0	0
325620	Toilet Preparation Manufacturing	1	0	1	0	0	0
327212	Other Pressed and Blown Glass and Glassware Manufacturing	-1	-1	0	0	0	0
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing	0	0	0	0	0	0
336612	Boat Building	0	0	0	0	0	0
339950	Sign Manufacturing	1	1	0	0	0	0
	<b>Subtotal Manufacturing</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>42--</b>	<b>Wholesale Trade</b>						
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	0	0	0	0	0	0
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers	0	0	0	0	0	0
424210	Drugs and Druggists' Sundries Merchant Wholesalers	-1	-1	0	0	0	0
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers	0	1	-1	0	0	0
424450	Confectionery Merchant Wholesalers	1	1	0	0	0	0
424490	Other Grocery and Related Products Merchant Wholesalers	0	0	0	0	0	0
424710	Petroleum Bulk Stations and Terminals	0	0	0	0	0	0
424810	Beer and Ale Merchant Wholesalers	0	0	0	0	0	0
	<b>Subtotal Wholesale Trade</b>	<b>0</b>	<b>1</b>	<b>-1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>44-45--</b>	<b>Retail Trade</b>						
441110	New Car Dealers	0	0	0	0	0	0
441222	Boat Dealers	0	0	0	0	0	0
441310	Automotive Parts and Accessories Stores	1	0	2	-1	0	0
441320	Tire Dealers	-1	0	-1	0	0	0
442110	Furniture Stores	0	0	0	0	0	0
442210	Floor Covering Stores	0	0	0	0	0	0
442299	All Other Home Furnishings Stores	-1	-1	0	0	0	0
444110	Home Centers	0	0	0	0	0	0
444130	Hardware Stores	-1	0	0	-1	0	0
444190	Other Building Material Dealers	0	0	0	0	0	0
444210	Outdoor Power Equipment Stores	0	-1	1	0	0	0



**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors (by # of Employees) – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>44-45--</b>	<b>Retail Trade (Continued)</b>						
444220	Nursery, Garden Center, and Farm Supply Stores	1	0	1	0	0	0
445110	Supermarkets and Other Grocery (except Convenience) Stores	-2	0	0	-1	-1	0
445120	Convenience Stores	1	1	0	0	0	0
445220	Fish and Seafood Markets	1	1	0	0	0	0
445299	All Other Specialty Food Stores	0	0	0	0	0	0
445310	Beer, Wine, and Liquor Stores	0	0	0	0	0	0
446110	Pharmacies and Drug Stores	0	0	0	-1	1	0
446191	Food (Health) Supplement Stores	1	0	1	0	0	0
447110	Gasoline Stations with Convenience Stores	-1	0	-1	0	0	0
447190	Other Gasoline Stations	-1	-1	0	0	0	0
448210	Shoe Stores	0	0	0	0	0	0
448190	Other Clothing Stores	-2	-2	0	0	0	0
448210	Shoe Stores	-1	-1	0	0	0	0
451110	Sporting Goods Stores	1	0	0	1	0	0
451211	Book Stores	0	0	-1	1	0	0
452910	Warehouse Clubs and Supercenters	0	0	0	0	0	0
452990	All Other General Merchandise Stores	0	0	0	0	0	0
453110	Florists	0	0	0	0	0	0
453210	Office Supplies and Stationery Stores	0	0	0	0	0	0
453220	Gift, Novelty, and Souvenir Stores	0	0	0	0	0	0
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	1	1	0	0	0	0
454111	Electronic Shopping	0	0	0	0	0	0
454310	Fuel Dealers	0	0	0	0	0	0
454390	Other Direct Selling Establishments	1	1	0	0	0	0
	<b>Subtotal Retail Trade</b>	<b>-2</b>	<b>-2</b>	<b>2</b>	<b>-2</b>	<b>0</b>	<b>0</b>
<b>48--</b>	<b>Transportation &amp; Warehousing</b>						
481111	Scheduled Passenger Air Transportation	-1	0	-1	0	0	0
484110	General Freight Trucking, Local	-4	-3	1	-1	-1	0
484210	Used Household and Office Goods Moving	0	0	0	0	0	0
485410	School and Employee Bus Transportation	0	0	0	0	0	0
488320	Marine Cargo Handling	1	1	0	0	0	0

**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>48--</b>	<b>Transportation &amp; Warehousing (Continued)</b>						
488410	Motor Vehicle Towing	-1	0	-1	0	0	0
492110	Couriers and Express Delivery Services	0	0	0	0	0	0
493110	General Warehousing and Storage	1	1	0	0	0	0
	<b>Subtotal Transportation &amp; Warehousing</b>	<b>-4</b>	<b>-1</b>	<b>-1</b>	<b>-1</b>	<b>-1</b>	<b>0</b>
<b>51--</b>	<b>Information</b>						
511110	Newspaper Publishers	0	0	0	0	0	0
511210	Software Publishers	1	1	0	0	0	0
512131	Motion Picture Theaters (except Drive-Ins)	0	0	-1	1	0	0
512132	Drive-In Motion Picture Theaters	-1	-1	0	0	0	0
515112	Radio Stations	0	0	0	0	0	0
517110	Wired Telecommunications Carriers	-3	-4	1	0	0	0
517210	Wireless Telecommunications Carriers (except Satellite)	1	1	0	0	0	0
	<b>Subtotal Information</b>	<b>-2</b>	<b>-3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>52--</b>	<b>Finance &amp; Insurance</b>						
522110	Commercial Banking	1	1	0	0	0	0
522120	Savings Institutions	-1	0	0	-1	0	0
522130	Credit Unions	-3	-2	-1	0	0	0
522298	All Other Nondepository Credit Intermediation	0	0	0	0	0	0
522310	Mortgage and Nonmortgage Loan Brokers	-1	0	-1	0	0	0
522390	Other Activities Related to Credit Intermediation	1	1	0	0	0	0
523120	Securities Brokerage	0	0	0	0	0	0
524127	Direct Title Insurance Carriers	0	0	0	0	0	0
524210	Insurance Agencies and Brokerages	0	0	0	0	0	0
524291	Claims Adjusting	-1	-1	0	0	0	0
	<b>Subtotal Finance &amp; Insurance</b>	<b>-4</b>	<b>-1</b>	<b>-2</b>	<b>-1</b>	<b>0</b>	<b>0</b>
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing</b>						
531110	Lessors of Residential Buildings and Dwellings	-1	-3	2	0	0	0
531120	Lessors of Nonresidential Buildings (except Mini-warehouses)	0	0	0	0	0	0
531130	Lessors of Mini-warehouses and Self-Storage Units	0	0	0	0	0	0
531190	Lessors of Other Real Estate Property	2	2	0	0	0	0

**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors  
(by # of Employees) – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing (Continued)</b>						
531210	Offices of Real Estate Agents and Brokers	2	2	0	0	0	0
531311	Residential Property Managers	-2	-1	-1	0	0	0
531312	Nonresidential Property Managers	0	0	0	0	0	0
531390	Other Activities Related to Real Estate	0	0	0	0	0	0
532111	Passenger Car Rental	-1	0	-1	0	0	0
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	-1	0	-1	0	0	0
532230	Video Tape and Disc Rental	-1	-1	0	0	0	0
532291	Home Health Equipment Rental	0	0	0	0	0	0
532299	All Other Consumer Goods Rental	0	1	-1	0	0	0
	<b>Subtotal Real Estate &amp; Rental and Leasing</b>	<b>-2</b>	<b>-1</b>	<b>-1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>54--</b>	<b>Professional, Scientific &amp; Technical Services</b>						
541110	Offices of Lawyers	-1	-2	0	1	0	0
541191	Title Abstract and Settlement Offices	0	0	0	0	0	0
541211	Offices of Certified Public Accountants	-1	-1	0	0	0	0
541213	Tax Preparation Services	0	0	0	-1	1	0
541219	Other Accounting Services	-1	-1	0	0	0	0
541330	Engineering Services	0	0	0	0	0	0
541490	Other Specialized Design Services	0	0	0	0	0	0
541512	Computer Systems Design Services	-1	-1	0	0	0	0
541614	Process, Physical Distribution, and Logistics Consulting Services	-1	-1	0	0	0	0
541620	Environmental Consulting Services	-2	-2	0	0	0	0
541690	Other Scientific and Technical Consulting Services	1	1	0	0	0	0
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)	-1	0	-1	0	0	0
541940	Veterinary Services	0	1	-1	0	0	0
	<b>Subtotal Professional, Scientific &amp; Technical Services</b>	<b>-7</b>	<b>-6</b>	<b>-2</b>	<b>0</b>	<b>1</b>	<b>0</b>
<b>55--</b>	<b>Management of Companies &amp; Enterprises</b>						
551114	Corporate, Subsidiary, and Regional Managing Offices	-1	0	0	-1	0	0
<b>56--</b>	<b>Admin. Support &amp; Waste Mgmt. &amp; Remediation</b>						
561110	Office Administrative Services	0	0	0	0	0	0
561320	Temporary Help Services	1	1	0	0	0	0
561431	Private Mail Centers	0	0	0	0	0	0
561492	Court Reporting and Stenotype Services	-1	-1	0	0	0	0

**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors (by # of Employees) – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>56--</b>	<b>Admin. Support, Waste Mgmt. &amp; Remediation (Continued)</b>						
561621	Security Systems Services (except Locksmiths)	0	-1	1	0	0	0
561730	Landscaping Services	0	0	0	0	0	0
561990	All Other Support Services	0	0	0	0	0	0
562111	Solid Waste Collection	0	0	0	0	0	0
	<b>Subtotal Admin. Support, Waste Mgmt. &amp; Remediation</b>	<b>0</b>	<b>-1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>61--</b>	<b>Educational Services</b>						
611519	Other Technical and Trade Schools	1	1	0	0	0	0
611610	Fine Arts Schools	0	-1	1	0	0	0
611692	Automobile Driving Schools	-1	-1	0	0	0	0
	<b>Subtotal Educational Services</b>	<b>0</b>	<b>-1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>62--</b>	<b>Health Care &amp; Social Assistance</b>						
621111	Offices of Physicians (except Mental Health Specialists)	-2	-1	-1	0	0	0
621210	Offices of Dentists	-1	-1	1	-1	0	0
621310	Offices of Chiropractors	0	1	-1	0	0	0
621320	Offices of Optometrists	0	1	-1	0	0	0
621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists	0	0	0	1	-1	0
621391	Offices of Podiatrists	-1	0	-1	0	0	0
621410	Family Planning Centers	0	0	0	0	0	0
621420	Outpatient Mental Health and Substance Abuse Centers	-1	-1	0	0	0	0
621493	Freestanding Ambulatory Surgical and Emergency Centers	0	0	0	0	0	0
621498	All Other Outpatient Care Centers	1	0	1	0	0	0
621511	Medical Laboratories	0	0	0	0	0	0
621610	Home Health Care Services	-1	-1	0	0	0	0
621910	Ambulance Services	2	1	0	0	1	0
622110	General Medical and Surgical Hospitals	0	0	0	0	0	0
623110	Nursing Care Facilities (Skilled Nursing Facilities)	1	1	0	0	0	0
623220	Residential Mental Health and Substance Abuse Facilities	-1	0	0	-1	0	0
623312	Assisted Living Facilities for the Elderly	0	0	0	0	0	0
623990	Other Residential Care Facilities	0	0	0	0	0	0
624120	Services for the Elderly and Persons with Disabilities	2	1	-1	1	0	1
624190	Other Individual and Family Services	0	1	-2	1	0	0
624210	Community Food Services	-1	0	0	-1	0	0
624229	Other Community Housing Services	0	-1	0	1	0	0

**Table A.3: Change in Del Norte County Business Activity in Relevant Industry Sectors (by # of Employees) – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	Total	1 to 4	5 to 9	10 to 19	20 to 49	50 +
<b>62--</b>	<b>Health Care &amp; Social Assistance (Continued)</b>						
624230	Emergency and Other Relief Services	-1	-1	0	0	0	0
624310	Vocational Rehabilitation Services	0	0	0	1	0	-1
624410	Child Day Care Services	-1	-1	1	-1	0	0
	<b>Subtotal Health Care &amp; Social Assistance</b>	<b>-4</b>	<b>-1</b>	<b>-4</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>71--</b>	<b>Arts, Entertainment &amp; Recreation</b>						
713210	Casinos (except Casino Hotels)	0	0	0	0	0	0
713910	Golf Courses and Country Clubs	-1	-1	0	0	0	0
713940	Fitness and Recreational Sports Centers	-1	-1	0	0	0	0
713990	All Other Amusement and Recreation Industries	1	1	0	0	0	0
	<b>Subtotal Arts, Entertainment &amp; Recreation</b>	<b>-1</b>	<b>-1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>72--</b>	<b>Accommodations &amp; Food Services</b>						
721110	Hotels (except Casino Hotels) and Motels	-2	-3	-1	2	0	0
721120	Casino Hotels	1	0	0	0	0	1
721191	Bed-and-Breakfast Inns	0	0	0	0	0	0
721211	RV (Recreational Vehicle) Parks and Campgrounds	1	0	1	0	0	0
722410	Drinking Places (Alcoholic Beverages)	-4	-2	-2	0	0	0
722511	Full-Service Restaurants	1	-3	0	2	2	0
722513	Limited-Service Restaurants	-1	-2	2	-1	0	0
722515	Snack and Nonalcoholic Beverage Bars	-2	-2	0	0	0	0
	<b>Subtotal Accommodations &amp; Food Services</b>	<b>-6</b>	<b>-12</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>81--</b>	<b>Other Services (except public administration)</b>						
811111	General Automotive Repair	0	-1	1	0	0	0
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	0	0	1	-1	0	0
811121	Automotive Body, Paint, and Interior Repair and Maintenance	0	0	0	0	0	0
811191	Automotive Oil Change and Lubrication Shops	-1	-1	0	0	0	0
812111	Barber Shops	-1	-1	0	0	0	0
812112	Beauty Salons	1	1	0	0	0	0
812210	Funeral Homes and Funeral Services	0	0	0	0	0	0
812310	Coin-Operated Laundries and Drycleaners	0	0	0	0	0	0
812910	Pet Care (except Veterinary) Services	0	0	0	0	0	0
	<b>Subtotal Other Services (except public administration)</b>	<b>-1</b>	<b>-2</b>	<b>2</b>	<b>-1</b>	<b>0</b>	<b>0</b>
	<b>Total All Industries</b>	<b>-42</b>	<b>-40</b>	<b>-6</b>	<b>1</b>	<b>2</b>	<b>1</b>

**Table A.4: Del Norte County Business Activity in Relevant Industry Sectors  
Non-Employer Businesses – 2012 to 2016**

NAICS Code	Industry Description	2012 Total	2012 Receipts (\$1,000's)	2016 Total	2012 Receipts (\$1,000's)	Change 2012 to 2016	Change in Receipts 2012 to 2016 (\$1,000's)
<b>11--</b>	<b>Forestry, Fishing, Hunting &amp; Ag Support</b>						
113	Forestry and Logging	23	\$1,094	24	\$2,401	1	\$1,307
1141	Fishing	151	\$12,422	155	\$9,485	4	-\$2,937
1153	Support Activities for Forestry	0	\$0	3	\$9	3	\$9
	<b>Subtotal Forestry, Fishing, Hunting &amp; Ag Support</b>	<b>174</b>	<b>\$13,516</b>	<b>182</b>	<b>\$11,895</b>	<b>8</b>	<b>-\$1,621</b>
<b>23--</b>	<b>Construction</b>						
2361	Residential Building Construction	42	\$1,241	46	\$1,619	4	\$378
2362	Nonresidential Building Construction	0	\$0	6	\$229	6	\$229
2379	Other Heavy and Civil Engineering Construction	0	\$0	3	\$238	3	\$238
2381	Foundation, Structure, and Building Exterior Contractors	6	\$230	11	\$305	5	\$75
2382	Building Equipment Contractors	13	\$404	12	\$805	-1	\$401
2383	Building Finishing Contractors	15	\$614	15	\$285	0	-\$329
2389	Other Specialty Trade Contractors	18	\$868	21	\$730	3	-\$138
	<b>Subtotal Construction</b>	<b>94</b>	<b>\$3,357</b>	<b>114</b>	<b>\$4,211</b>	<b>20</b>	<b>\$854</b>
<b>31-33-</b>	<b>Manufacturing</b>						
311	Food Mfg.	0	\$0	7	\$39	7	\$39
321	Wood Products Manufacturing	6	\$60	0	\$0	-6	-\$60
332	Beverage & Tobacco Product Mfg.	0	\$0	4	\$123	4	\$123
3399	Other Miscellaneous Manufacturing	0	\$0	6	\$155	6	\$155
	<b>Subtotal Manufacturing</b>	<b>6</b>	<b>\$60</b>	<b>17</b>	<b>\$317</b>	<b>11</b>	<b>\$257</b>
<b>42--</b>	<b>Wholesale Trade</b>						
4239	Miscellaneous Durable Goods Merchant Wholesalers	0	\$0	4	\$16	4	\$16
4249	Miscellaneous Nondurable Goods Merchant Wholesalers	6	\$233	7	\$179	1	-\$54
	<b>Subtotal Wholesale Trade</b>	<b>6</b>	<b>\$233</b>	<b>11</b>	<b>\$195</b>	<b>5</b>	<b>-\$38</b>
<b>44-45-</b>	<b>Retail Trade</b>						
4451	Grocery Stores	5	\$802	4	\$871	-1	\$69
4461	Health and Personal Care Stores	0	\$0	4	\$7	4	\$7
4481	Clothing Stores	0	\$0	4	\$23	4	\$23
4511	Sporting Goods, Hobby, and Musical Instrument Stores	3	\$10	0	\$0	-3	-\$10
4512	Book Stores and News Dealers	0	\$0	3	\$38	3	\$38
4532	Office Supplies, Stationery, and Gift Stores	0	\$0	10	\$442	10	\$442

**Table A.4: Del Norte County Business Activity in Relevant Industry Sectors  
Non-Employer Businesses – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	2012 Total	2012 Receipts (\$1,000's)	2016 Total	2012 Receipts (\$1,000's)	Change 2012 to 2016	Change in Receipts 2012 to 2016 (\$1,000's)
<b>44-45-</b>	<b>Retail Trade (Continued)</b>						
4533	Used Merchandise Stores	4	\$123	0	\$0	-4	-\$123
4539	Other Miscellaneous Store Retailers	11	\$444	6	\$175	-5	-\$269
4541	Electronic Shopping and Mail-Order Houses	0	\$0	9	\$153	9	\$153
4543	Direct Selling Establishments	42	\$670	54	\$816	12	\$146
	<b>Subtotal Retail Trade</b>	<b>65</b>	<b>\$2,049</b>	<b>94</b>	<b>\$2,525</b>	<b>29</b>	<b>\$476</b>
<b>48--</b>	<b>Transportation &amp; Warehousing</b>						
4841	General Freight Trucking	17	\$1,749	20	\$2,357	3	\$608
4842	Specialized Freight Trucking	3	\$418	4	\$646	1	\$228
4853	Taxi and Limousine Service	8	\$179	8	\$153	0	-\$26
	<b>Subtotal Transportation &amp; Warehousing</b>	<b>28</b>	<b>\$2,346</b>	<b>32</b>	<b>\$3,156</b>	<b>4</b>	<b>\$810</b>
<b>51--</b>	<b>Information</b>						
5182	Data Processing, Hosting, and Related Services	4	\$204	0	\$0	-4	-\$204
5191	Other Information Services	4	\$41	8	\$284	4	\$243
	<b>Subtotal Information</b>	<b>8</b>	<b>\$245</b>	<b>8</b>	<b>\$284</b>	<b>0</b>	<b>\$39</b>
<b>52--</b>	<b>Finance &amp; Insurance</b>						
5242	Agencies, Brokerages, and Other Insurance Related Activities	11	\$526	11	\$266	0	-\$260
<b>53--</b>	<b>Real Estate &amp; Rental and Leasing</b>						
5311	Lessors of Real Estate	23	\$3,179	25	\$3,610	2	\$431
5312	Offices of Real Estate Agents and Brokers	29	\$2,026	35	\$2,873	6	\$847
5313	Activities Related to Real Estate	24	\$1,990	31	\$1,422	7	-\$568
5324	Commercial and Industrial Machinery and Equipment Rental and Leasing	0	\$0	3	\$28	3	\$28
	<b>Subtotal Real Estate &amp; Rental and Leasing</b>	<b>76</b>	<b>\$7,195</b>	<b>94</b>	<b>\$7,933</b>	<b>18</b>	<b>\$738</b>
<b>54--</b>	<b>Professional, Scientific &amp; Technical Services</b>						
5411	Legal Services	23	\$1,038	23	\$2,397	0	\$1,359
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	22	\$272	16	\$427	-6	\$155
5413	Architectural, Engineering, and Related Services	12	\$438	10	\$538	-2	\$100
5414	Specialized Design Services	0	\$0	5	\$60	5	\$60
5415	Computer Systems Design and Related Services	11	\$434	7	\$363	-4	-\$71
5416	Management, Scientific, and Technical Consulting Services	0	\$0	30	\$970	30	\$970
5418	Advertising, Public Relations, and Related Services	0	\$0	3	\$43	3	\$43

**Table A.4: Del Norte County Business Activity in Relevant Industry Sectors  
Non-Employer Businesses – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	2012 Total	2012 Receipts (\$1,000's)	2016 Total	2012 Receipts (\$1,000's)	Change 2012 to 2016	Change in Receipts 2012 to 2016 (\$1,000's)
<b>54--</b>	<b>Professional, Scientific &amp; Technical Services (Continued)</b>						
5419	Other Professional, Scientific, and Technical Services	42	\$1,122	37	\$565	-5	-\$557
	<b>Subtotal Professional, Scientific &amp; Technical Services</b>	<b>110</b>	<b>\$3,304</b>	<b>131</b>	<b>\$5,363</b>	<b>21</b>	<b>\$2,059</b>
<b>56--</b>	<b>Admin. Support &amp; Waste Mgmt. &amp; Remediation</b>						
5611	Office Administrative Services	4	\$40	8	\$73	4	\$33
5612	Facilities Support Services	3	\$16	0	\$0	-3	-\$16
5614	Business Support Services	9	\$183	6	\$56	-3	-\$127
5616	Investigation and Security Services	0	\$0	4	\$95	4	\$95
5617	Services to Buildings and Dwellings	58	\$855	70	\$1,305	12	\$450
5619	Other Support Services	5	\$98	3	\$82	-2	-\$16
	<b>Subtotal Admin. Support &amp; Waste Mgmt. &amp; Remediation</b>	<b>79</b>	<b>\$1,094</b>	<b>91</b>	<b>\$1,529</b>	<b>12</b>	<b>\$435</b>
<b>62--</b>	<b>Health Care &amp; Social Assistance</b>						
6211	Offices of Physicians	15	\$710	7	\$218	-8	-\$492
6213	Offices of Other Health Practitioners	30	\$1,574	30	\$1,197	0	-\$377
6215	Medical and Diagnostic Laboratories	0	\$0	4	\$56	4	\$56
6216	Home Health Care Services	0	\$0	14	\$414	14	\$414
6241	Individual and Family Services	10	\$268	8	\$214	-2	-\$54
6244	Child Day Care Services	60	\$926	53	\$1,012	-7	\$86
		<b>115</b>	<b>\$3,478</b>	<b>116</b>	<b>\$3,111</b>	<b>1</b>	<b>-\$367</b>
<b>71--</b>	<b>Arts, Entertainment &amp; Recreation</b>						
7112	Spectator Sports	5	\$33	5	\$45	0	\$12
7115	Independent Artists, Writers, and Performers	29	\$379	19	\$160	-10	-\$219
7139	Other Amusement and Recreation Industries	13	\$357	14	\$472	1	\$115
	<b>Subtotal Arts, Entertainment &amp; Recreation</b>	<b>47</b>	<b>\$769</b>	<b>38</b>	<b>\$677</b>	<b>-9</b>	<b>-\$92</b>
<b>72--</b>	<b>Accommodations &amp; Food Services</b>						
7211	Traveler Accommodation	0	\$0	8	\$183	8	\$183
7212	RV (Recreational Vehicle) Parks and Recreational Camps	7	\$834	4	\$568	-3	-\$266
7213	Rooming and Boarding Houses	0	\$0	3	\$44	3	\$44
7223	Special Food Services	6	\$75	9	\$39	3	-\$36
7225	Restaurants and Other Eating Places	12	\$692	7	\$422	-5	-\$270
	<b>Subtotal Accommodations &amp; Food Services</b>	<b>25</b>	<b>\$1,601</b>	<b>31</b>	<b>\$1,256</b>	<b>6</b>	<b>-\$345</b>



**Table A.4: Del Norte County Business Activity in Relevant Industry Sectors  
Non-Employer Businesses – 2012 to 2016 (Continued)**

NAICS Code	Industry Description	2012 Total	2012 Receipts (\$1,000's)	2016 Total	2012 Receipts (\$1,000's)	Change 2012 to 2016	Change in Receipts 2012 to 2016 (\$1,000's)
<b>81--</b>	<b>Other Services (except public administration)</b>						
8111	Automotive Repair and Maintenance	19	\$493	13	\$217	-6	-\$276
8112	Electronic and Precision Equipment Repair and Maintenance	5	\$110	3	\$31	-2	-\$79
8113	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	0	\$0	3	\$36	3	\$36
8114	Personal and Household Goods Repair and Maintenance	34	\$629	31	\$442	-3	-\$187
8121	Personal Care Services	74	\$1,657	75	\$1,707	1	\$50
8129	Other Personal Services	61	\$1,916	50	\$1,574	-11	-\$342
	<b>Subtotal Other Services (except public administration)</b>	<b>193</b>	<b>\$4,805</b>	<b>175</b>	<b>\$4,007</b>	<b>-18</b>	<b>-\$798</b>
	<b>Total All Industries</b>	<b>1025</b>	<b>\$44,285</b>	<b>1117</b>	<b>\$46,213</b>	<b>92</b>	<b>\$1,928</b>

## Appendix B: Summary of Cluster Activity in Del Norte County

**Table B.1: Changes in Traded Clusters in Del Norte County:  
Comparison of Non-Agricultural Employment and US Rank – 2012 to 2016**

Cluster Description	2012 Jobs Total	2012 US Rank	2016 Jobs Total	2016 US Rank	Change in Jobs 2012-2016	Change in US Rank 2012-2016
Hospitality & Tourism	362	540	461	482	99	58
Distribution & Electronic Commerce	90	901	90	905	0	-4
Food Processing & Manufacturing	60	715	70	703	10	12
Aerospace Vehicles & Defense	60	203	60	231	0	-28
Forestry	10	582	38	243	28	339
Financial Services	50	857	30	907	-20	-50
Business Services	50	903	20	911	-30	-8
Transportation & Logistics	10	914	20	263	10	651
Fishing & Fishing Products	80	715	15	116	-65	599
Wood Products	10	800	10	790	0	10
Upstream Chemical Products	NR	NR	10	498		
Downstream Chemical Products	NR	NR	10	517		
Education & Knowledge Creation	10	844	10	855	0	-11
Information Technology & Analytical Instruments	NR	NR	10	580		
Insurance Services	20	640	10	743	-10	-103
Communications Equipment & Services	10	691	10	739	0	-48
Marketing, Design & Publishing	10	870	10	863	0	7
Construction Products & Services	10	875	NR	NR		
Video Production & Distribution	10	368	NR	NR		
Vulcanized & Fired Materials	10	596	NR	NR		
Agricultural Inputs & Services	10	659	NR	NR		
Water Transportation	10	312	NR	NR		
<b>Totals</b>	<b>882</b>		<b>884</b>		<b>2</b>	

NR – Not reported as an active traded cluster in Del Norte County.

**Table B.2: Changes in Local Clusters in Del Norte County:  
Comparison of Non-Agricultural Employment and US Rank – 2012 to 2016**

Cluster Description	2012 Jobs Total	2012 US Rank	2016 Jobs Total	2016 US Rank	Change in Jobs 2012-2016	Change in US Rank 2012-2016
Local Health Services	1113	850	1030	862	-83	-12
Local Hospitality Establishments	501	892	536	894	35	-2
Local Real Estate, Construction & Development	487	869	412	877	-75	-8
Local Retailing of Clothing & General Merchandise	215	905	395	862	180	43
Local Community & Civic Organizations	219	884	299	843	80	41
Local Food & Beverage Processing & Distribution	243	862	242	859	-1	3
Local Motor Vehicle Products & Services	203	910	208	909	5	1
Local Education & Training	237	508	171	581	-66	-73
Local Personal Services (Non-Medical)	131	876	132	871	1	5
Local Financial Services	70	916	126	883	56	33
Local Logistical Services	177	757	120	833	-57	-76
Local Commercial Services	150	891	118	903	-32	-12
Local Entertainment & Media	110	821	110	782	0	39
Local Utilities	80	851	80	842	0	9
Local Household Good & Services	85	899	80	903	-5	-4
<b>Totals</b>	<b>4,021</b>		<b>4,059</b>		<b>38</b>	

## Appendix C: Summary of Financing Programs

Tables C.1 and C.2 present matrices of funding available to businesses in Del Norte County.

<b>Table C.1: SBA and USDA Business Financing Available in Del Norte County</b>			
<b>Cluster Description</b>	<b>Arcata EDC SBA 504</b>	<b>SBA Microloan</b>	<b>USDA IRP</b>
Min Loan Amount	\$50,000	\$5,000	\$10,000
Max Loan Amount	\$5 million	\$50,000	\$250,000
Other Criteria	Min. 10% from borrower, 15-20 for startup or mixed use, 50% from private lender		Max 75% total project cost
Term Loans	Yes	Yes	Yes
Lines of Credit	No	No	No
Max Allowable Term – Real Estate	25 years		25 years
Typical Term – FF&E	Useful Life	Useful Life	Useful Life
Max Allowable Term – FF&E	10 years	6 years	
<b>Eligible Uses</b>			
Real Estate Acquisition/Development	X		X
Real Estate Rehabilitation	X		X
Furniture, fixtures & equipment	X	X	X
Inventory		X	X
Startup Costs		X	X
Working Capital		X	X
Receivables financing			
Debt Refinancing		X	X
Loans to Nonprofits			X
<b>Ineligible Uses</b>			
Real Estate		X	
Repayment/Refinancing Existing Debt	X <sup>1</sup>		
Working Capital	No Refinancing		
Inventory	No Refinancing		
Speculation or Investment in Rental Real Estate		X	

**Table C.1: SBA and USDA Business Financing Available in Del Norte County (Continued)**

Cluster Description	Arcata EDC SBA 504	SBA Microloan	USDA IRP
Job Creation/Retention Required	1 per \$65K: general or 1 per \$100K Mfg. Business		1 per \$50K: general or 1 per \$100K Mfg. Business
Business Tangible Net Worth	< \$15 million		
Avg. Net Income after Taxes	< \$5 million previous 2 yrs.		
Owner's Contribution Required	10%		10% or case by case
Majority Ownership - U.S. Citizen or permanent resident	<b>X</b>		<b>X</b>
No delinquent debt to Federal government	<b>X</b>		<b>X</b>
Inability to obtain affordable financing elsewhere	<b>X<sup>2</sup></b>		<b>X</b> don't require decline letter
No conflict of interest	<b>X</b>	<b>X</b>	<b>X</b>
Energy projects (consumption improvement)	at least 10%	<b>NA</b>	NA

<sup>1</sup> May refinance debt associated with buying or renovating equipment or facilities as a portion of the project.

<sup>2</sup> Includes unavailability of personal assets.

**Table C.2: Other Business Financing Available in Del Norte County**

Cluster Description	Arcata EDC CDFI	Arcata EDC Headwaters Fund	Other Programs (EDA, Revolve Funds)
Min Loan Amount	\$10,000	\$25,000	\$5,000
Max Loan Amount	\$250,000	\$250,000	\$250,000
Other Criteria	Max 75% total project cost	Max 75% total project cost	Max 75% total project cost
Term Loans	Yes	Yes	Yes
Lines of Credit	No	No	No
Max Allowable Term – Real Estate	25 years	25 years	25 years
Typical Term – FF&E	Useful Life	Useful Life	Useful Life
Max Allowable Term – FF&E			
Eligible Uses			
Real Estate Acquisition/Development	X	X	X
Real Estate Rehabilitation	X	X	X
Furniture, fixtures & equipment	X	X	X
Inventory	X	X	X
Startup Costs	X	X	X
Working Capital	X	X	X
Receivables financing			
Debt Refinancing	X	X	X
Loans to Nonprofits	X	X	X
Ineligible Uses	<b>None Specified</b>	<b>None Specified</b>	<b>None Specified</b>
Job Creation/Retention Required	1 per \$50K: general or 1 per \$100K Mfg. Business	1 per \$50K: general or 1 per \$100K Mfg. Business	1 per \$50K: general or 1 per \$100K Mfg. Business
Business Tangible Net Worth	NA	NA	NA
Avg. Net Income after Taxes	NA	NA	NA
Owner's Contribution Required	10% or case by case	10% or case by case	10% or case by case
Majority Ownership - U.S. Citizen or permanent resident	X	X	X
No delinquent debt to Federal government	X	X	X
Inability to obtain affordable financing elsewhere	<b>X don't require decline letter</b>	<b>X don't require decline letter</b>	<b>X don't require decline letter</b>
No conflict of interest	X	X	X
Energy projects (consumption improvement)	NA	NA	NA



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL

**FROM:** ERIC WIER, CITY MANAGER

**BY:** LINDA LEAVER, DIRECTOR OF FINANCE *LL*

**DATE:** AUGUST 5, 2019

**SUBJECT:** REQUEST FOR PROPOSALS FOR CITY ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN

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### RECOMMENDATION

- Hear staff report
- Take public comment
- Approve and authorize staff to issue Request for Proposals for City Economic Development Strategic Action Plan
- Adopt Resolution 2019-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY

### BACKGROUND

The Community Development Block Grant (CDBG) is a federally funded program through the Department of Housing and Urban Development. The principle objective of CDBG is the development of viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons of low-and moderate-income. As a non-entitlement jurisdiction, Crescent City applies for CDBG funding through the California Department of Housing and Community Development.

The City has an open grant of \$5,000,000 (grant # 17-CDBG-12092) for several projects, including a Planning and Technical Assistance grant for an economic development plan. The grant provides \$93,023 in funding, and the City has a required match of \$5,000.

### ITEM ANALYSIS

Staff has prepared the attached Request for Proposals, to solicit proposals from qualified firms to prepare the City's economic development plan. Currently, the County-wide Comprehensive Economic Development Strategy (CEDS) is undergoing a five-year update through an EDA grant. The City plan will build off the regional CEDS update and focus specifically on economic development strategies within City limits.

The selected consultant will perform the following scope of work:

- Manage and lead the project

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- Collect and analyze data specific to economic development within City limits
- Public outreach, including public workshops and coordination with a steering committee of business leaders and stakeholders
- Compile data and provide goals and specific strategies for economic development, including but not limited to attracting and retaining businesses, job growth, housing, health care, infrastructure, education, and tourism
- Present the plan to stakeholders and City Council, and update based on feedback received
- Present the final plan to City Council for adoption

The proposed schedule for the project includes:

- RFP issued August 10, 2019
- Proposals due September 13, 2019
- Contract presented to Council October 21, 2019
- Work to be completed October 31, 2020

The RFP includes an option for the consultant to propose a different schedule if the project needs require it. The grant must be fully expended and the final report accepted by City Council no later than July 2021.

### **FISCAL ANALYSIS**

This project is 95% funded through the City's 17-CDBG-12092 grant. City Council approved the grant submission and required \$5,000 match in Resolution 2018-52. Now that the project is ready to begin, the General Fund will need to transfer the \$5,000 match into the CDBG fund. A budget amendment for this transfer is attached.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 2: Promote a thriving local economy
- Goal 2(E): Create an environment that is conducive to attracting and retaining strong, sustainable businesses that reflect community needs and culture
- Goal 2(F)(1): Streamline services that support new, existing, and prospective businesses
- Goal 2(F)(9): Expand on the success of grant funding by maximizing utilization of opportunities with corresponding community needs

### **ATTACHMENTS**

1. Request for Proposals
2. Resolution 2019-33, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY AMENDING THE FISCAL YEAR 2019-20 BUDGET OF THE CITY OF CRESCENT CITY

Staff review:

  
CM

  
Legal





**CITY OF CRESCENT CITY  
REQUEST FOR PROPOSALS (RFP)**

**CITY OF CRESCENT CITY ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Release Date: August 10<sup>th</sup>, 2019  
Closing Date: September 13<sup>th</sup>, 2019 at 5:00 p.m. PST  
RFQ Number: CDBG 2017-1

Contact Person: Bridget Lacey, Accountant  
City of Crescent City  
377 J Street  
Crescent City, CA 95531  
(707) 464-7483 ext. 237  
[blacey@creascentcity.org](mailto:blacey@creascentcity.org)

All proposals to be received by 5:00 p.m. PST on September 13<sup>th</sup>, 2019 at the address listed above, by mail, in person, or by email.

The City will not be responsible for late or lost proposals, or accept proposals that fail to be delivered to the specified physical or email address by the specified date and time.

## REQUEST FOR PROPOSALS (RFP)

### CITY OF CRESCENT CITY ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

#### INTRODUCTION

The City of Crescent City has obtained funding through the Community Development Block Grant Program (CDBG) to conduct a study for an Economic Development Plan. The last adopted countywide Comprehensive Economic Development Strategy (CEDS) was completed in August of 2011. The City, County, and Harbor District are currently working on updating this plan, which will be used as a working document for the City's Economic Development Strategic Action Plan. With this study, we are hoping to focus on the economic development needs of the City and to help guide the City's economic development activities over the next five (?) years to strengthen, diversify and grow the local economy to improve the quality of life for its residents.

#### SCOPE OF WORK

1. **Project Management and Coordination:** Consultant will manage and lead the City of Crescent City Economic Development Strategic Action Plan project, including the development of timelines, establishing deadlines, and providing updates. The Consultant will propose a detailed schedule with all milestones outlined and a completion date that the consultant feels best fits the project goals and objectives. . This project is grant-funded and must comply with all grant requirements including expenditure deadline as outlined in anticipated schedule section of the RFP.
2. **Collect and analyze data specific to economic development within the City limits:** gather citywide demographic and economic information; review and analyze infrastructure status; ascertain regional, national and international economic trends and relationships; and prepare a summary showing key indicators, using the updated countywide Comprehensive Economic Development Study (CEDS) as a guide. Consultant will build off the countywide CEDS to establish the specific project districts of focus, within the City limits. The countywide CEDS is expected to be made available by mid-September 2019.
3. **Public outreach:** Consultant will coordinate with a steering committee of key business leaders and stakeholders to:
  - a. review key demographic, economic, infrastructure, and other data;
  - b. design a strategy for maximizing community input for review of the Working Matrix; and
  - c. design and recommend dissemination of a business-enabling environment survey.

Consultant will also schedule, plan, and convene community workshops to collect input from all stakeholders regarding economic development issues, concerns, and desirable actions to guide identification of goals and strategies; and to rate and rank recommendations for goals and strategies.

4. **Compile data:** Consultant will compile data received from data research, business surveys, and community workshops to finalize goals and strategies to be included in the draft plan. The final product will include the following:
  - a. Introduction: purpose, scope, and organization of Plan.
  - b. Strategy overview: summary of the methodology, vision, economic strengths, economic opportunities, and economic development principles.
  - c. Description of each plan goal and implementation strategies for each plan goal, including strategy descriptions, responsible entities, project costs, feasibility, and timeline; expected effects of implementation; and next steps for implementation. This plan should include but is not limited to attracting and retaining businesses , job growth, housing, health care, infrastructure, education, , , tourism, etc.
  - d. Appendices: source data as appropriate.
  
5. **Draft, edit, revise, and finalize City of Crescent City Economic Development Strategic Action Plan:** Data received from research, community meetings, business surveys and steering committee input will be compiled and used to develop a draft Economic Development Strategic Action Plan. The draft plan should be ready to execute and will be presented to stakeholders and City Council. Recommended changes per community and City Council input will be incorporated into the final plan.
  
6. **Present final Economic Development Strategic Action Plan to City Council:** When completed, the final plan will be presented to the City Council for adoption.

#### REGISTRATION

If you intend to respond with a proposal, please register your intent by emailing Bridget Lacey, Accountant at [blacey@crescentcity.org](mailto:blacey@crescentcity.org) no later than August 23<sup>rd</sup>, 2019.

Provide the following in your registration email:

Firm Name  
Contact Name  
Email Address  
Phone Number  
Address  
Website (if applicable)

Doing so will ensure you receive any schedule updates or addendums to this RFP.

#### QUESTIONS REGARDING THIS RFP

Questions regarding this Request for Proposals may be submitted in writing at any time prior to August 30<sup>th</sup>, 2019 at 5:00 p.m. PST. Only written questions will be accepted. Written questions should be submitted to [blacey@crescentcity.org](mailto:blacey@crescentcity.org).

All questions and answers will be issued in the form of an addendum posted on the City's website and issued to all known recipients who have provided registration by September 6<sup>th</sup>, 2019.

### ANTICIPATED SCHEDULE

This schedule is subject to change at the discretion of the City. The City will provide sufficient notice to interested firms in the event of schedule changes. The City is anticipating that the project could take approximately one year to complete, however, if the consultant feels the project can be completed sooner or can justify the need for additional time, the City is willing to consider adjusting the timeline to best meet the needs of the project. Please provide supporting justification if you propose a different schedule. Please be aware that this project is grant-funded and must comply with all grant requirements including the expenditure/closeout deadline of July 2021.

<b>Activity/Milestone</b>	<b>Date</b>
1. RFP issued	August 10 <sup>th</sup> , 2019
2. Deadline to register	August 23 <sup>rd</sup> , 2019
3. Deadline to submit written questions	August 30 <sup>th</sup> , 2019
4. Responses to questions	September 6 <sup>th</sup> , 2019
5. Proposal submittal deadline	September 13 <sup>th</sup> , 2019 at 5:00 p.m. PST
6. Interviews (if conducted)	October 2 <sup>nd</sup> , 2019
7. Contract before City Council	October 21 <sup>st</sup> , 2019
8. Work to be completed	October 31 <sup>st</sup> , 2020

### PROPOSAL SUBMISSION

1. Proposals may be submitted by mail or in person to

City of Crescent City  
377 J Street  
Crescent City, CA 95531  
Attn: Bridget Lacey, Accountant

or by email to [blacey@crescentcity.org](mailto:blacey@crescentcity.org)

2. If a hard copy of the proposal is submitted, it must be in a sealed envelope or package, clearly marked with the RFP number and consultant's name.
3. If proposal is submitted by email, it must be in PDF format only.
4. Proposals must be received at the physical address or email address listed above no later than 5:00 p.m. PST, September 13<sup>th</sup>, 2019. Late submittals will not be accepted. The City is not responsible for lost proposals or proposals delivered to a person or location other than listed above.
5. All proposals and documents submitted become the property of the City of Crescent City.

6. All costs of preparing the proposal shall be borne by the proposer.
7. Proposals shall be honored by proposer for a period of sixty (60) days from the date of submission.

#### PROPOSAL FORMAT

A qualifying proposal must address **all** of the following in the order shown below:

1. Cover letter
  - a. Firm/entity name
  - b. Brief description of the firm/entity
  - c. Contact person, address, and telephone number
  - d. Identify any sub-consultants
2. Proposal Summary Sheet (Complete the Proposal Summary Sheet included with this RFP)
3. Proposal
  - a. Firm information including type of organization, location of principal office(s), years in business, number of employees, professional registrations and affiliations, and other pertinent information
  - b. Names and roles of personnel who will provide services to the City
  - c. Resumes of personnel who will provide services to the City
  - d. Response to Scope of Service and planned approach to meet the needs of the City
  - e. List of similar projects completed and the contact information for at least three project references
  - f. Schedule of key dates as proposed herein or as modified by proposer
  - g. Cost of services

#### GOOD STANDING REQUIREMENTS

Proposing firms, their principals or subcontractors may not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

City of Crescent City  
Request for Proposals  
CDBG Planning and Technical Assistance Activity

Proposing firms required to be registered with the California Secretary of State must be so registered and in good standing at the time of proposal submission and at all times thereafter if selected by the City.

EVALUATION OF PROPOSALS

1. The City will evaluate all proposals received by the deadline, using the following evaluation criteria with scoring on a 100-point scale:

Criteria	Points
Experience in similar projects (completed in the last 5 years)	15
Qualifications of key project personnel	20
Schedule	10
Process/approach to completing project	35
References for similar projects	10
Cost effectiveness of proposal	10

2. Based on these criteria, a single successful consultant may be selected. If consultants are short-listed, the top-ranked consultants will be interviewed by the City. Upon completion of the interviews, the selection committee will make a final ranking of the consultants. The City Council will then be requested to approve the award of the contract to the top-ranked consultant and authorize the City Manager to execute the contract.
3. The City will exercise its discretion in selecting a consultant that, in the sole judgment of the City, best serves the interest of the City.
4. The City reserves the right to waive minor irregularities in any proposal, to reject any proposal that fails to meet the RFP requirements in any respect, to reject all proposals for any reason, to modify and reissue the RFP, or to cancel the RFP.

PROTEST

Any consultant that submitted a proposal may protest another consultant’s proposal by submitting said protest and the reasons therefor in accordance with Crescent City Municipal Code Chapter 14.24.

CDBG TERMS AND CONDITIONS

The consultant will be bound by all applicable state and federal regulations governing the CDBG program. See Exhibit D to Attachment 1 for more information.

PROPOSALS AS PUBLIC RECORDS

All responses, including the accepted proposal and any subsequent contract, become public records, per the requirements of the California Government Code, Sections 6250 -6270, “California Public Records Act”. Proprietary material must be clearly marked as such.

The City will treat all information submitted in a proposal as available for public inspection once the City has selected a consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information

City of Crescent City  
Request for Proposals  
CDBG Planning and Technical Assistance Activity

contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

SAMPLE CONTRACT

The selected firm will be required to sign an agreement with the City of Crescent City substantially similar to that attached hereto as Attachment 1.



**PROPOSAL SUMMARY SHEET**

**ECONOMIC DEVELOPMENT STRATEGIC ACTION PLAN  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

**Proposals are due September 13<sup>th</sup>, 2019 by 5:00 pm PST**

Interested consultants should submit this form with their proposal. Provide in a separate sealed envelope.

**Signed:** \_\_\_\_\_

**Name/Title (Printed):** \_\_\_\_\_

**Company/Consultant:** \_\_\_\_\_

**Company DUNS Number (Required for Federal contracts):** \_\_\_\_\_

**Tax ID No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Indicate if firm is a small business and/or a minority or woman-owned business:**

\_\_\_\_\_

# Attachment 1

## CITY OF CRESCENT CITY PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into by the City of Crescent City, a California municipal corporation ("CITY") and [FIRM NAME], a California corporation ("CONSULTANT"), for the development of the City of Crescent City Economic Development Strategic Action Plan.

### RECITALS

WHEREAS, CITY has determined that it is necessary and desirable to secure certain technical and professional services for the development of the City of Crescent City Economic Development Strategic Action Plan; and

WHEREAS, CITY has utilized a competitive process to select CONSULTANT; and

WHEREAS, CONSULTANT is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, IT IS AGREED by and between CITY and CONSULTANT as follows:

**1.0 INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

**2.0 SCOPE OF SERVICE.**

**2.01 Services to be Furnished.** CONSULTANT will guide the development of the City of Crescent City Economic Development Strategic Action Plan as set forth in **Exhibit A** attached hereto and incorporated herein by reference.

**2.02 Schedule for Performance.** CONSULTANT will perform the services identified in Exhibit A as expeditiously as is consistent with generally accepted standards of the professional skill, and with the appropriate care and the orderly progress of work per the requirements of the Department of Housing and Community Development CDBG Program. All work must be performed by October 31, 2020. CONSULTANT shall perform the services in accordance with the project milestones set forth in **Exhibit B** attached hereto and incorporated herein by reference.

**2.03 Standard of Quality.** All work performed by CONSULTANT under this Agreement must be in accordance with all applicable legal requirements and must meet the standard of quality ordinarily to be expected of competent professionals in CONSULTANT'S field of expertise.

**2.04 Compliance With Laws.** CONSULTANT must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. CONSULTANT represents and warrants to CITY that CONSULTANT will, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for CONSULTANT to practice its profession or are necessary and incident to the lawful prosecution of the services it performs under this Agreement.

**2.05 Reporting.** CONSULTANT must provide regular reports to CITY regarding work progress. Grantee reports to be submitted to granting agency must be provided to CITY in a reasonable time to allow for review and corrections prior to submittal to the granting agency in compliance as follows:

- (i) CONSULTANT must provide Monthly Financial Status Reports, Semi-Annual Progress Reports, and Annual Performance Reports per forms and instructions provided by CITY. Such reports are due no later than the fifteenth (15<sup>th</sup>) of each month following the end of the prior month. Invoices submitted for services are to coincide with the period of the Financial Status Report and shall include the following information: fee for services pursuant to the schedule and any other information as may be mutually agreed upon or required by CDBG.

**2.06 State Contract.** This contract is funded pursuant to the CITY's State contract under the CDBG Program (CDBG Program Grant No. \_\_\_\_\_).

### **3.0 COMPENSATION.**

**3.01 Schedule of Payment.** The compensation and terms of payment to be paid by CITY to CONSULTANT for the services rendered hereunder will be in accordance with Exhibit C, attached hereto and incorporated herein by this reference. It is expressly agreed and understood that the total to be paid by CITY under this contract is NOT-TO-EXCEED \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00).

**3.02 Additional Services.** CITY will make no payment to CONSULTANT for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 7.

**3.03 Invoicing and Payment.** CONSULTANT must submit monthly invoices identifying the service provided and time allocated to each task performed. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts. CITY will make payment within 30 days of receipt of invoice for all undisputed amounts. The final invoice shall be submitted to CITY for payment by \_\_\_\_\_, 2020.

**3.04 Payment at Termination.** CITY will remit final payment for all work performed to the date of termination to CONSULTANT within 30 days of receipt of the final invoice.

**4.0 ACTIVITY REVIEW AND COMMENT.** CONSULTANT must provide CITY with copies of each participant's progress for activities described in Exhibit A. Upon completion of each activity/task as defined in Exhibit A, CONSULTANT must be available to meet with CITY.

If additional review and/or revision is required by CITY, CITY will conduct reviews in a timely manner.

**5.0 TERM OF AGREEMENT.** This Agreement is effective as of the date of execution by CITY and is scheduled to expire on October 31, 2020, unless amended pursuant to Section 7, or terminated pursuant to Section 6.

**6.0 TERMINATION.**

**6.01 Written Notice.** CITY has the right to terminate this Agreement for any reason, at any time, by serving upon CONSULTANT thirty (30) calendar days' advance written notice of termination. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to CONSULTANT at the address indicated in Section 11.0.

**6.02 Delivery of Work.** If CITY issues a notice of termination, CONSULTANT must deliver to CITY copies of all writings, whether or not completed, which were prepared by CONSULTANT, its employees, or its subcontractors, if any, pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof.

**7.0 AMENDMENTS.** Modifications or amendments to the terms of this Agreement must be in writing and executed by both parties to be valid and enforceable. State approval is required for any Amendments.

**8.0 NONDISCLOSURE OF CONFIDENTIAL INFORMATION.** CONSULTANT must not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of CITY without the prior written consent of CITY.

**9.0 DISCLOSURE.** CONSULTANT must provide CITY with full disclosure of any other clients that it is currently serving in Del Norte County, including a brief description of the nature of the work being performed. If CONSULTANT initiates service to new clients within Del Norte County during the term of this Agreement, CONSULTANT must disclose such service to CITY. CONSULTANT may be excused from this disclosure requirement if the client demands confidentiality and the work does not prevent a conflict of interest for CONSULTANT.

**10.0 INDEPENDENT CONTRACTOR.** In the performance of the services in this Agreement, CONSULTANT is an independent contractor and is not an agent or employee of CITY. CONSULTANT, its officers, employees, agents, and subcontractors, if any, have no power to bind or commit CITY to any decision or course of action, and must not represent to any person or business that they have such power. CONSULTANT has the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of said service hereunder. CONSULTANT is solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

**11.0 NOTICE.** Any notices or other communications to be given to either party under this Agreement must be in writing, delivered to the addresses set forth below, and will be effective, as follows:

(a) By personal delivery: effective upon receipt by the addressee; or

(b) By facsimile: effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile; or

(c) By certified U.S. mail, return receipt requested: effective 72 hours after deposit in the mail (except as otherwise provided in subsection 6.01).

IF TO CITY:	IF TO CONSULTANT:
City of Crescent City Attn: City Manager 377 J Street Crescent City, California 95531 Phone: (707) 464-7483 Fax: (707) 465-1719	Firm Street Address City, State, ZIP Phone: Fax: Email:

Either party may change its address for notice purposes by complying with the notice procedures in this Section.

**12.0 OWNERSHIP OF MATERIALS.** CITY is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of CITY, CONSULTANT must deliver to CITY copies of all writings, records, and information created or maintained pursuant to this Agreement. The term "writings" in this Section has the same definition as provided in subsection 6.02. Any forms, software, and/or services provided and created by the CONSULTANT will remain the property of the CONSULTANT. All documents or work created using these systems will remain the property of CITY. CITY has no rights to any of the CONSULTANT'S intellectual property or an invention that may be a result of work performed by CONSULTANT.

**13.0 DUTIES OF THE CITY.** The CITY must provide the CONSULTANT with all program files, records, and information pertinent to services to be performed hereunder. The CITY is responsible for monitoring CONSULTANT for conformity with grant requirements and must promptly notify CONSULTANT of any fault or defect in the performance of CONSULTANT'S services hereunder.

**14.0 BINDING AGREEMENT.** This Agreement binds the successors of CITY and CONSULTANT in the same manner as if they were expressly named herein.

**15.0 WAIVER.**

**15.01 Effect of Waiver.** Waiver by either party of any default, breach, or condition precedent may not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

**15.02 No Implied Waivers.** The failure of either party at any time to require performance by the other party of any provision hereof will not affect in any way the right to require such performance at a later time.

**16.0 NONDISCRIMINATION.**

**16.01 In General.** CONSULTANT must not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, ancestry, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions, gender identity, gender expression, age (40 and above), marital status, sexual orientation, denial of family and medical care leave, medical condition, genetic information, physical or mental disability (including HIV and AIDS), military or veteran status, denial of pregnancy disability leave or reasonable accommodation.

**16.02 Compliance With Laws.** CONSULTANT must comply with all federal and state anti-discrimination and civil rights laws.

**16.03 Posting Requirements.** CONSULTANT agrees to post in conspicuous places, available to all employees and applicants for employment, notices that CONSULTANT will provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 16.01.

**17.0 INSURANCE.**

**17.01 Required Coverage.** CONSULTANT, at its sole cost and expense, must obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage:

	<u>Policy Type</u>	<u>Minimum Limits of Coverage</u>
(i)	Workers' Compensation	Per California Law
(ii)	Employer's Liability	\$1,000,000 per accident for BI/Disease
(iii)	Comprehensive Automobile ISO Form # CA 0001	\$1,000,000 per accident for BI/PD CSL, Code I – All autos
(iv)	Commercial/Comprehensive General Liability ISO Form # CG 001 01	\$1,000,000 per occurrence for BI/PD, including products completed, personal injury and advertising injury
(v)	Professional Liability (E&O)	\$1,000,000 CSL

**17.02 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by CITY.

**17.03 Required Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) For any claims related to this Project, the CONSULTANT'S insurance coverage will be primary insurance as respects CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, or volunteers will be in excess of the CONSULTANT'S insurance and will not contribute to it; and
- (ii) CITY, its officers, officials, employees and volunteers are to be covered as additional insureds.

**17.04 Claims-Made Policies.** If any required policy is a claims-made policy, the policy must contain language providing coverage up to six months following the completion of the Project in order to provide insurance coverage for the hold harmless provisions herein.

**17.05 Verification of Coverage.** CONSULTANT must provide copies of all required insurance declarations, at the CITY's discretion, either upon request or prior to commencement of work.

**17.06 Notice of Cancellation.** Each insurance policy required by this Section must be endorsed to state that coverage may not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after giving CITY 30 days' prior written notice (10 days for non-payment of premium) by certified mail, return receipt requested.

**17.07 Lack of Coverage.** In the event any required policy is canceled prior to the completion of the Project and CONSULTANT does not furnish a new Certificate of Insurance prior to cancellation, CITY may obtain the required insurance and deduct the premium(s) from contract monies due to CONSULTANT.

**18.0 [RESERVED].**

**19.0 WORKERS' COMPENSATION.**

**19.01 Covenant to Provide.** CONSULTANT warrants that it is aware of the provisions of the California Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code. CONSULTANT further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

**19.02 Waiver of Subrogation.** CONSULTANT agrees to waive all rights of subrogation against CITY, its elected or appointed officials, agents, and employees for losses paid under CONSULTANT'S workers' compensation insurance policy which arise from the work performed by CONSULTANT for CITY.

**20.0 INDEMNIFICATION.** CONSULTANT agrees to indemnify, defend and save harmless CITY, its elected and appointed officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of CONSULTANT, its agents and employees, pertaining to the performance of this Agreement. CONSULTANT'S liability arising out of the performance of its obligations hereunder shall be limited to the fees paid by CITY to CONSULTANT for services contemplated by this Agreement. This liability limitation shall not apply to claims made by any third party, nor shall it apply in the event of the willful misconduct or gross negligence of CONSULTANT, its managers, employees or agents.

**21.0 CONFLICT OF INTEREST.** CONSULTANT must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with CITY'S interest. CONSULTANT must immediately notify CITY of any and all violations of this Section upon becoming aware of such violation.

**22.0 TIME OF THE ESSENCE.** CONSULTANT understands and agrees that time is of the essence in the completion of the work and services described in Section 2.

**23.0 SEVERABILITY.** If a court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provision of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected.

**24.0 GOVERNING LAW AND CHOICE OF FORUM.** This Agreement will be administered and interpreted under California law as though written by both parties. Any litigation arising from this Agreement must be brought in California Superior Court in and for Del Norte County.

**25.0 COSTS AND ATTORNEYS' FEES.** If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

**26.0 NO ASSIGNMENT.** This Agreement and any amendments hereto are not assignable by CONSULTANT either voluntarily or by operation of law without the prior written consent of CITY.

**27.0 MISCELLANEOUS PROVISIONS.**

**27.01 Review of Records/Record Retention.** CONSULTANT must maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until five (5) years after the final payments under this Agreement are made to CONSULTANT, or the resolution of any audits or lawsuits, whichever is later. At the end of the Agreement all documents and recipient files will be forwarded to the CITY.



**27.02 Other Federal and State Regulations.** CONSULTANT must comply with all applicable Federal and State overlay requirements, particularly those described in Exhibit “D” to this Agreement, which is incorporated herein by this reference.

**27.03 Other Insurance Requirements.** CONSULTANT must maintain, if legally required, unemployment and disability insurance reasonable to compensate for injuries or damages related to the activities of this Agreement.

**27.04 State and Federal Monitoring.** The State of California, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Office of the Inspector General, or any of their duly authorized representatives, must be allowed access to any books, documents, papers, and records of CONSULTANT or any subcontractor which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Agreement. Such access must be granted at any time during normal business hours and as often as deemed necessary by the requesting party.

**28.0 AUTHORIZATION TO EXECUTE.** The signatories to this Agreement hereby represent and warrant that they have been duly authorized to legally bind and execute this Agreement on behalf of their respective parties.

Executed by CITY and CONSULTANT on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

<b>CITY OF CRESCENT CITY:</b>	<b>CONSULTANT:</b>
<p>_____ Eric Wier, City Manager</p> <p>APPROVED AS TO FORM:</p> <p>_____ Martha D. Rice, City Attorney</p>	<p><b>Fed I.D. # 77-0431307</b></p> <p>_____ By: Its:</p>

**Exhibit A: Scope of Services**

**Exhibit B: Schedule for Performance**

**Exhibit C: Compensation for Services**

Department of Housing and Community Development  
Required Contract Language

For this Exhibit, the term "contractor" is defined \_\_\_\_\_ and the term "contract" is defined as the Contract for Professional Services between the City of Crescent City and \_\_\_\_\_.

**ADDITIONAL PROVISIONS**

**FEDERAL TERMS AND CONDITIONS:**

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

**AFFIRMATIVE ACTION:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). The CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

**SECTION 3:**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

**NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor 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, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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. Contractor 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.

## Exhibit D: CDBG Contract Requirements

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

### **EQUAL OPPORTUNITY:**

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Exhibit D: CDBG Contract Requirements

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### **CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:**

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest

## Exhibit D: CDBG Contract Requirements

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

### **DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):**

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

### **COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):**

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:**

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

### **COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

### **REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:**

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

### **REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:**



## **Exhibit D: CDBG Contract Requirements**

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

### **COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:**

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

### **COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):**

The Contractor shall comply with the 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).

### **D/MBE/WBE IMPLEMENTATION GUIDELINES:**

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

### **AUDIT, RETENTION AND INSPECTION OF RECORDS:**

The Contractor agrees that the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The

## **Exhibit D: CDBG Contract Requirements**

Contractor agrees to provide any relevant information requested and shall permit the City, the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the City all original records and related documentation.

**RESOLUTION NO. 2019-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
AMENDING THE FISCAL YEAR 2019-20 BUDGET  
OF THE CITY OF CRESCENT CITY**

**WHEREAS**, the budget for the fiscal year beginning July 1, 2019, was adopted by the City Council following a public hearing held thereon at meeting held the 17<sup>th</sup> day of June 2019; and

**WHEREAS**, the City Council has the authority to amend said budget from time to time; and

**WHEREAS**, the City has received a Community Development Block Grant (Grant # 17-CDBG-12092) to accomplish several projects, including an economic development plan; and

**WHEREAS**, the City is required to contribute a \$5,000 cash match for this Planning and Technical Assistance grant; and

**WHEREAS**, an amendment to the City's Fiscal Year 2019-20 operating budget is required to fulfill this priority.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City, California that the Fiscal Year 2019-20 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

<b>Fund</b>	<b>Revenue Increase (Decrease)</b>	<b>Expense / Expenditure Increase (Decrease)</b>
General Fund	-	\$5,000
17-CDBG Fund	\$5,000	-

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 5<sup>th</sup> day of August, 2019, by the following polled vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO: MAYOR INSCORE AND MEMBERS OF THE CITY COUNCIL**

**FROM: ERIC WIER, CITY MANAGER**

**BY: LINDA LEAVER, DIRECTOR OF FINANCE  
JON OLSON, DIRECTOR OF PUBLIC WORKS**

**DATE: AUGUST 5, 2019**

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH OPERATIONS  
MANAGEMENT INTERNATIONAL, INC. (JACOBS ENGINEERING)  
FOR OPERATIONS, MAINTENANCE, AND MANAGEMENT OF  
CRESCENT CITY WWTP**

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### **RECOMMENDATION**

- Hear staff report
- Take public comment
- Approve and authorize Mayor to sign Professional Services Agreement with Operations Management International, Inc. (Jacobs Engineering) for the operations, maintenance, and management of the Crescent City WWTP, contingent upon finalizing language regarding insurance
- Adopt Resolution 2019-34, a Resolution of the City Council of the City of Crescent City Amending the Fiscal Year 2019-20 Budget of the City of Crescent City

### **BACKGROUND**

The City of Crescent City provides wastewater treatment services to City residents and County residents within the Community Services Area, approximately 3,900 accounts. The City's Wastewater Treatment Plant (WWTP) was constructed in 1958 and has been upgraded four times, most recently in 2007-2010. This upgrade cost over \$40 million, which the City financed via a long-term State Revolving Fund loan. The City has successfully negotiated with the State for multiple modifications to the loan, including extending the term, reducing the interest rate from 2.4% to 0%, financially shaping the loan payments, and removing the requirement for a Capital Reserve Fund.

The WWTP is currently classified as a Class IV facility, which is the second highest classification and requires a Grade IV Chief Plant Operator and all Designated Operators-in-Charge to be at least Grade III, along with other regulatory requirements. Competition for certified wastewater treatment plant operators is increasing as well; in particular, Crescent City has often trained

WWTP operators from Operator in Training up to Grade III, who then accept employment at Pelican Bay State Prison or other facilities.

Due to frequent employee turnover, increasing regulatory requirements, and budget constraints, the City has struggled to provide the high level of maintenance required and implement needed capital improvements. Crescent City is not the only municipality facing these issues – in fact, many municipalities have turned over the specialized operations of wastewater and other services to contractors.

On September 17, 2018, Council directed staff to prepare a Request for Proposals (RFP) to solicit proposals for contract operations of the WWTP, water treatment, and the Lab. After detailed review of the City’s utility operations, including existing contracts and agreements with other agencies and jurisdictions, staff prepared an RFP for only the WWTP and Lab. The RFP was approved by Council on December 3, 2018 and was issued shortly thereafter. The selection process included multiple steps:

- 12/03/18: Council approved RFP
- 12/19/18: Mandatory on-site meeting with all interested firms
- 02/25/19: Proposals received and distributed for review (including WWTP and Lab employees, City management, technical consultants, and County representatives)
- 04/10/19: Selection committee interviewed the top two firms and chose Jacobs Engineering as the top choice if the City selected contract operations
- 06/11/19: Council workshop to present findings and recommendations, comparing City status quo, City optimized operations, and contract operations with Jacobs Engineering
- 06/17/19: Council directed staff to negotiate a contract with Jacobs Engineering

Through the proposal review and selection process, staff determined the Lab would require further analysis. There are multiple options for the Lab including maintain status quo, expand lab services and clientele, utilize contract operations, or close the lab and send samples to an outside lab. Staff recommended withdrawing the lab from the potential contract with Jacobs Engineering, and Council gave direction to analyze the options and return with a recommendation in 6-12 months. Jacobs Engineering has stated they would still be interested in operating the lab should the City decide to contract out at a future time.

### **ITEM ANALYSIS**

Staff has negotiated the details of the proposed contract with Jacobs over the last several weeks. The full agreement is attached to this report, and some key items are summarized below.

#### **Responsibilities:**

Key items for which Jacobs will be responsible include:

- Staff the WWTP
  - Staffing plan
    - 1 Project Manager
    - 3 Operators
    - 1 Maintenance Technician
    - 0.5 Admin

- Plus regional support
  - Existing City employees at the WWTP (currently 2 operators) will be offered employment with Jacobs
  - Jacobs will relocate or hire new employees to fill the remaining needed positions
  - Includes wages, overtime, benefits, training, PPE, incentives, etc.
- Operate and maintain WWTP in compliance with all permits, regulations, etc.
  - Includes utilities, biosolids disposal costs, chemicals, routine maintenance, equipment, materials and supplies, etc.
  - Includes emergency response
- Complete a condition assessment within the first 12 months
- Complete a biosolids utilization study within the first 18 months
- Provide 1-year and 5-year capital improvement plans, updated annually
- Implement and install computerized maintenance management system
- Prepare regulatory reports
- Assist with NPDES permit renewal
- Provide operational and maintenance reports
- Payment of any fines or penalties for which Jacobs is at fault

Items for which the City will be responsible include:

- City remains the owner of all assets and equipment (excluding equipment purchased by Jacobs and not charged to the City)
- Repair/replacement/capital expenditures over \$5,000 for a single item
- Repairs over the annual repair budget (\$190,000 in the first year and \$160,000 per year in subsequent years; any amounts not used for repairs in a given year are refunded to City)
- City retains all billing, collection, and customer service functions
- Costs of Unforeseen Circumstances
- Landscaping
- SCADA system
- Provide lab services for process control and regulatory tests
- Payment of any fines or penalties for which City is at fault

Staff is recommending the agreement primarily due to the increases in efficiency and maintenance, regulatory and operational expertise, and reduced costs that Jacobs can provide. Although the cost savings are not as significant as those seen in the recent Brookings, Oregon agreement, the overall impact will be a more efficient WWTP to serve our community. In addition, under this agreement significant risks will be shifted from the City to Jacobs. Although the City will retain ownership and ultimate responsibility for the WWTP, Jacobs will be responsible for all staffing and compliance issues for a fixed price.

#### Term

The agreement is proposed to begin September 9, 2019 to allow time for necessary transition functions. In order to ease the administrative burden on the City, the first contract year will be 296 days, ending on June 30, 2020 to align with the City's fiscal year. Each subsequent contract year will be July 1 through the following June 30, for five years ending June 30, 2025, for a total initial agreement of 5 years plus 296 days. The agreement will automatically renew for 5-year terms

unless the agreement is terminated by either party. Termination (unless for material breach) must be given notice 180 days prior to the expiration of the initial agreement or the expiration of a five-year extension.

#### Escalation

Each year, the City and Jacobs will negotiate the annual escalation factor. The starting point for the negotiation will be based on the Base Fee Adjustment Formula. This takes into account one-half of the 12-month increase in ECI (Employment Cost Index) plus one-half of the 12-month increase in CPI for Water/Sewer/Trash Collection, multiplied by 1.02.

- $[(ECI * 0.5) + (CPI * 0.5)] * 1.02$

The adjustment formula has a floor of 1.5% and a ceiling of 4%. The City and Jacobs agree to negotiate in good faith if Jacobs' actual costs increase at a higher rate than the index. If the City and Jacobs do not agree to a different adjustment, the Base Fee Adjustment Formula will be used.

#### Changes

Any change in scope of work will be negotiated and agreed in writing.

If any change in operations or capital improvement is anticipated to result in a net savings, the net savings will be shared. The City and/or Jacobs will first recover their documented costs related to the improvement, and then any additional savings will be split 50/50 unless otherwise agreed.

#### Finalization of Agreement

The only remaining item under negotiation as of the writing of this staff report is the specific language regarding insurance coverages and limits. City staff, along with the City's insurance provider and City attorney, have been in communication with Jacobs to negotiate the precise language to be used in the agreement. If this is not finalized prior to the Council meeting, staff is recommending the Council authorize the Mayor to sign the agreement contingent upon successful resolution of this item, as delaying approval of the agreement until the next Council meeting would make the proposed transition date of September 9, 2019 impossible.

### **FISCAL ANALYSIS**

As discussed in the June 11, 2019 workshop, this agreement will have a fiscal impact on all major funds of the City. At Council direction, staff has negotiated further details of the agreement which will cause some changes to the numbers presented at that workshop.

#### Timing

Due to the complexity of this process and the time needed for transitional activities, the proposed start date is September 9, 2019. The impacts discussed at the workshop were based on a July 1, 2019 start date.

#### Information Technology

At the workshop, staff presented budget numbers based on the assumption that the City would be providing little or no IT support to the WWTP. Further discussions with Jacobs revealed that the City will still be responsible for maintaining and updating the WWTP SCADA system, as this

involves unique and complicated information and technical setup and is in the City’s interest to maintain control over it. Therefore, the anticipated impact of reallocating the IT Internal Service Fund has been removed.

Lab

There were two negotiated changes related to the Lab:

- Jacobs’ proposal included one half-time administrative employee. At the time, the City’s Lab employed 3 full-time staff and had the capacity to provide the 20 hours per week of administrative assistance. A reduction in Jacobs’ proposed fee had been negotiated to account for the City providing this service. However, one Lab employee has resigned and the City is not currently able to provide the administrative assistance; therefore the negotiated decrease has been added back.
- The City’s Lab will continue to analyze the WWTP process control and regulatory samples, rather than Jacobs sending their samples to an outside lab. The City negotiated a credit for these services.

The Fiscal Year 2019-20 budget impact will be

	Revenue Increase (Decrease)	Expense Increase (Decrease)	Net Increase (Decrease) in Cost
General Fund	(6,874)	26,890	33,764
Housing Authority Fund	-	845	845
RV Park Fund	-	10,381	10,381
Sewer Fund	23,503	(8,220)	(31,723)
Water Fund	-	14,537	14,537
Building Fund	(333)	(333)	-
Equipment Fund	16,015	16,015	-
Total	32,311	60,115	27,804

General Fund

- The revenue decrease is related to Human Resources. HR is expensed in the General Fund. Other funds are billed based on total FTEs in each fund, and revenue for those funds is recorded in the General Fund. FTEs in the Sewer Fund will be decreased, which means the Sewer Fund will pay less into the General Fund for HR services.
- Expenditures will increase due to employee reallocations as discussed at the workshop. Public Works employees currently assigned to the WWTP will be assigned to other areas of the City that need maintenance, such as streets and swimming pool, as well as other funds including the RV Park. Some of these increases are offset by reducing one currently vacant full-time Parks position to a part-time position.

Housing Authority

- The expenditure increase is due to a slightly higher percentage allocation of Internal Service Funds (ISF) and Finance Department labor.



RV Park

- The expense increase is due to a slightly higher percentage allocation of ISF and Finance, as well as increased Public Works maintenance staff.

Sewer Fund

- The revenue increase is for the CSA. More maintenance staff will be assigned to work on the collections system, and the County will be billed for the CSA portion.
- The expenses include the following factors that will not carry over into future years:
  - Short-term contract with Jacobs to provide on-call WWTP operators as needed prior to the agreement start date
  - Additional maintenance budget for the WWTP in the first year
  - Minor IT and equipment maintenance items, as well as employee training costs, that Jacobs will be responsible for in future years

Water Fund

- The expenses include higher ISF and Finance allocations, as well as increased maintenance from the Public Works department.

Buildings and Equipment Funds

- The change in expenses relate to existing employees being reallocated. The revenues are simply an offset to the expenses, as the expenses in these funds are charged to other City funds.

In order to clarify the impact of this agreement if it were in effect for the full fiscal year, without any issues related to transition timing and the cost of short-term on-call WWTP operators, staff calculated a comparison for Fiscal Year 2020-21. This comparison uses the Fiscal Year 2019-20 original adopted (status quo) budget, not including debt service, CIP, or one-time projects, plus an estimated 3% inflation to arrive at a projected status quo budget for Fiscal Year 2020-21. The second part is an estimate of a Fiscal Year 2020-21 budget with the Jacobs agreement in effect the entire fiscal year, with estimated inflation included and no debt, CIP, or one-time projects.

	FY 2019-20 Operational Budget	FY 2020-21 Projected Status Quo Budget		FY 2020-21 Projected Budget with Jacobs	Expense Variance	Revenue Variance	Net
General Fund	6,155,486	6,340,151		6,407,451	67,300	-	67,300
Housing Authority	3,725,609	3,837,377		3,841,102	3,724	-	3,724
RV Park Fund	316,395	325,887		339,522	13,635	-	13,635
Sewer Fund	3,387,896	3,489,533		3,436,479	(53,054)	30,302	(83,356)
Water Fund	2,026,059	2,086,841		2,110,594	23,753	-	23,753

The decrease in expenses in the Sewer Fund (plus the increase in revenue for the CSA) will improve the overall financial position of the fund and provide assurance to ratepayers that the City is doing its due diligence to provide services efficiently. The next step for staff will be to conduct

a thorough evaluation of the Lab, which is currently a significant cost to the Sewer Fund. Staff will be exploring the possibilities of increasing revenue, possibly through expanding into a regional lab, or decreasing costs by closing the lab and sending samples to an outside lab.

The increase in expenses in the other funds relate to the reallocation of existing employees away from the WWTP and toward providing other needed services throughout the City. Staff will continue to evaluate these needs, including an assessment of labor allocations and needs whenever there is employee turnover.

### **STRATEGIC PLAN ASSESSMENT**

This action supports the following Strategic Plan goals:

- Goal 1: Support quality services, community safety, and health to enhance the quality of life and experience of our residents and visitors
- Goal 1(D): Provide and maintain an efficient, adequate infrastructure to provide for both current and future community needs
- Goal 3: Obtain the highest levels of organizational excellence
- Goal 3(B): Maintain fiscal responsibility and accountability
- Goal 3(D): Seek methods to create efficiencies and add additional value without compromising safety or performance

### **ATTACHMENTS**

1. Professional Services Agreement
2. Resolution 2019-34

Staff review:

\_\_\_\_\_  
CM

\_\_\_\_\_  
Legal

AGREEMENT  
for  
OPERATIONS, MAINTENANCE and  
MANAGEMENT SERVICES for the CITY  
OF CRESCENT CITY WWTP

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**AGREEMENT FOR OPERATIONS, MAINTENANCE  
AND MANAGEMENT SERVICES  
WASTEWATER TREATMENT PLANT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, (“Effective Date”) by and between the City of Crescent City, California whose address for any formal notice is 377 J Street, Crescent City, California 95531 (“Owner”) and Operations Management International, Inc., whose address for any formal notice is 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”), collectively referred to as the “Parties”.

**STATEMENT OF PURPOSE**

**WHEREAS**, the Owner owns certain facilities and systems which are further described in **Appendix C**; and

**WHEREAS**, Owner desires to employ Contractor to perform certain operation and maintenance services as further described in **Appendix A** under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, Owner and Contractor agree as follows:

**1. DEFINITIONS**

- 1.1 “Adequate Nutrients” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD<sub>5</sub> in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD<sub>5</sub>.
- 1.2 “Base Fee” means the compensation paid by Owner to Contractor for the base services defined in **Appendix A** of this Agreement for any contract year of the Agreement. The Parties will renegotiate the Base Fee annually. The Base Fee specified in **Appendix D** includes Owner’s expenses for operating the project as set forth in **Appendix D**. The Base Fee does not include payments for services requested by Owner that are incidental to or outside the Scope of Services as defined in **Appendix A**.
- 1.3 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of any of Owner’s Permits as listed in **Appendix F**. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- 1.4 “BOD<sub>5</sub>” means Biochemical Oxygen Demand over a five (5) day period.
- 1.5 “Capital Expenditures” means any expenditures for (i) the purchase of new equipment or facility items that cost more than Five Thousand Dollars (\$5,000.00); (ii) Major Repairs that significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000.00); or (iii) expenditures that are planned, non-routine,

and budgeted by Owner. Capital Expenditures are not Repairs. Owner is responsible for payment of Capital Expenditures, unless otherwise agreed to by the Parties.

- 1.6 “Change in Scope” means events or services beyond the Scope of Services set forth in **Appendix A**.
- 1.7 “Commencement Date” means the date services will begin for the Owner under this Agreement as defined in Section 2.1.
- 1.8 “Initial Term” means the first term of the Agreement as defined in Section 2.1.
- 1.9 “Permit” means the permits issued to the Owner for the operation of its facilities and services. This includes the NPDES Permit No. CA0022756. Copies of these Permits are included in **Appendix F**.
- 1.10 “Preventive Maintenance” means routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or Contractor to maximize the service life of the equipment, sewer, vehicles, and facility.
- 1.11 “Project” means all equipment, vehicles, grounds, and facilities described in **Appendix C** and **Appendix E**.
- 1.12 “Renewal Term” means any additional term of this Agreement beyond the Initial Term of the Agreement as defined in Section 2.1.
- 1.13 “Repairs” means non-routine/non-repetitive activities required for operational continuity, safety, and performance generally resulting from failure or necessary to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- 1.14 “Repair Limit” means the total Repair expenditures for the Project included as part of the Base Fee. Contractor will bill the Owner for the Repair Limit specified in **Appendix D**. The Repairs Limit does not include labor costs for Repairs performed by Contractor staff assigned to the Project.
- 1.15 “Unforeseen Circumstances” means any event or condition that has an effect on the rights or obligations of the Parties under this Agreement or the Project beyond the reasonable control of the party, which constitutes a justification for a delay in or non-performance of action required by this Agreement. Unforeseen Circumstances include, but are not limited to:

- 1.15.1 an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event;
- 1.15.2 any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body;
- 1.15.3 labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of Contractor;
- 1.15.4 the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and/or
- 1.15.5 loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

## **2. TERM**

- 2.1 The Initial Term of this Agreement will commence on September 9, 2019 (the "Commencement Date") and Continue through June 30, 2025. For purposes of aligning with the Owner's fiscal year, the first contract year of the Agreement will be from September 9, 2019 through June 30, 2020. Upon conclusion of the Initial Term, this Agreement will be automatically renewed for successive terms of five (5) years each ("Renewal Term"), unless cancelled by either party not less than one hundred eighty (180) calendar days prior to expiration.
- 2.2 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Owner for non-payment of Contractor's invoices, Contractor may terminate this Agreement if Owner fails to make outstanding payments on non-contested amounts within thirty (30) calendar days after receiving written notice of the breach.
- 2.3 Upon notice of termination by Owner, Contractor shall assist Owner in assuming operation of the Project. If Contractor incurs additional cost at the request of Owner, Owner shall pay Contractor for the total cost incurred within thirty (30) calendar days of invoice receipt.
- 2.4 Upon termination of this Agreement and all renewals and extensions of it, Contractor shall return the Project to Owner in the same condition as it was upon the Commencement Date of this Agreement, excluding ordinary wear and tear. Equipment and other personal property purchased by Contractor for use in the routine operation or maintenance practices of the Project and billed to the Project will become the property of the Owner upon termination of this Agreement. However, any equipment or

personal property purchased by Contractor and not billed to the Project will be the property of Contractor and removed from the Project by Contractor at the termination of this Agreement.

- 2.5 Upon termination of this Agreement, Contractor will turn over to Owner all maintenance, operational, and regulatory records. If these records are maintained in proprietary software, the Contractor will convert data to an editable form such as Word, Excel, data base, etc.

### **3. SERVICES AND STANDARD OF PERFORMANCE**

- 3.1 Contractor shall perform the services set forth in **Appendix A** for the facilities described in **Appendix C**, within the design capacity and capability of these facilities as further described in **Appendix B**.
- 3.2 Contractor shall perform the services with the degree of skill and diligence normally employed by operations and maintenance personnel performing the same or similar services.

### **4. OWNER RESPONSIBILITIES**

- 4.1 The Owner shall pay for all Capital Expenditures, as defined in Section 1.5. Contractor will not allocate Capital Expenditure against the Repair Limit unless otherwise agreed to by the Parties. Any loss, damage or injury resulting from Owner's failure to provide Capital Expenditures and/or funds when reasonably requested by Contractor shall be the sole responsibility of Owner.

The Owner shall have the right to condition its approval of Capital Expenditures upon the sharing of net cost savings expected to result from any work performed. In the event any Capital Expenditure is reasonably expected to result in a net cost savings to either party, the parties shall negotiate in good faith the extent to which any such costs savings shall be shared.

- 4.2 The Owner shall pay for all Repairs in excess of the Repair Limit. Any loss, damage or injury resulting from Owner's failure to provide funds in excess of the Repair Limit when reasonably requested by Contractor shall be the sole responsibility of Owner.
- 4.3 Owner shall provide for the disposal of screenings, grit, scum, sludges, and biosolids (collectively, "Residuals") to approved disposal sites, the cost of which will be reimbursed by Contractor. In the event that Owner is unable to secure disposal rates comparable to those in place at the Commencement Date or if disposal rates increase in excess of the agreed upon escalation in any Contract Year, the Parties shall negotiate additional compensation for Contractor and may elect for Contractor to provide such services. Contractor shall take steps to reduce vector attraction associated with these wastes (cover, bag, chemical, etc. where applicable). Owner and Contractor agree that Owner is the owner and Generator of the Residuals.
- 4.4 Owner will perform all required permit and process-related water quality testing, according to the schedule described in **Appendix G**.
- 4.5 The Owner shall maintain and renew, with respect to all existing portions of the Project, warranties, guarantees, easements, permits, authorizations and licenses granted to the Owner, to the extent the maintenance is not a responsibility of Contractor under this Agreement. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or subsequently acquired by Owner will remain the exclusive property of Owner unless specifically agreed upon in writing by the Parties.
- 4.6 The Owner shall pay all amounts associated with the occupancy or operation of the Project and the performance of the obligations as listed in **Appendix A** including, but not limited to, all excise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with the Project. Taxes imposed upon Contractor's net income and/or payroll taxes for Contractor employees are not included.
- 4.7 The Owner shall provide Contractor within a reasonable time after request, any piece of Owner's heavy equipment that is available so that Contractor may discharge its obligations under this Agreement in the most cost-effective manner. In emergency situations, Owner will use its best efforts to provide the requested equipment within one (1) hour of the request.
- 4.8 Owner shall provide all registrations, licenses and insurance for Owner's vehicles and heavy equipment used in connection with the Project.
- 4.9 The Owner shall provide Contractor use of the vehicles and equipment currently in use at the Project, described in **Appendix E**. Vehicles and equipment will be in road safe condition. Contractor will be responsible for the cost of operation, maintenance and fuel for vehicles and equipment, unless otherwise agreed to between the Parties. Owner shall retain title and ownership of the vehicles and equipment provided. Use of the vehicles and equipment by Contractor will be limited to duties within the course and scope of this Agreement, unless otherwise agreed to in writing by the Parties. The



Parties may supplement this Agreement to provide for an agreed schedule of replacement of the vehicles and equipment and provision of any other insurance coverage deemed necessary or appropriate.

- 4.10 The Owner agrees to not offer employment or other compensation to the Project Manager of Contractor directly working on this Project, for a period of two (2) years after the end date of this Agreement or re-assignment of Project personnel from this Project.
- 4.11 Owner shall provide to Contractor all data in Owner's possession relating to the Project, including, but not limited to, operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Project. Contractor may reasonably rely upon the accuracy and completeness of the information provided by the Owner.
- 4.12 Owner warrants that during the interim period between the initial Project inspection by Contractor during the bidding process and the commencement of Contractor's services identified in **Appendix A**, the Project, facilities and equipment have been operated only in the normal course of business, all scheduled and proper maintenance has been performed, and there are no issues known to Owner regarding the condition of the facilities or the Project and/or any equipment used by the Project or facilities. Owner warrants and agrees that it will turn over the Project, facilities and equipment to Contractor in good working order and in compliance with the NPDES permit(s) and all other applicable laws, rules and regulations. In the event Owner fails to comply with the provisions of this clause, Owner will be liable for all costs incurred by Contractor resulting from such failure.
- 4.13 Owner shall keep trees and shrubs trimmed, maintain grass, and keep other grounds free of noxious weeds
- 4.14 Owner shall own and maintain the SCADA system; be responsible for hardware and software upgrades and service and maintain a City network at the wastewater treatment plant.

## **5. COMPENSATION AND PAYMENT**

**Appendix D** describes compensation for services.

## **6. INDEMNITY AND LIABILITY**

- 6.1 Contractor, to the fullest extent allowed by law, hereby agrees to indemnify and hold Owner, and Owner's officers, officials, employees and agents, harmless from any claim, liability or damages for property damage or bodily injury (including death), and including reasonable attorneys' fees and expenses of litigation, which may arise from Contractor's negligent operations, acts or omissions in the performance of this Agreement, to the proportionate extent such negligence contributed to the damages, injury, or loss, whether such negligent operation be by Contractor or by a subcontractor

of Contractor. Indemnification does not apply to the settlement of a claim, suit, action, or demand by Owner without the prior written approval of Contractor.

6.2 Owner, to the fullest extent allowable by law, agrees to indemnify and hold Contractor harmless from any claim, liability or damages for property damage or bodily injury (including death), and including reasonable attorneys' fees and expenses of litigation, which may arise during the performance of this Agreement, except to the proportionate extent caused by the negligence or willful misconduct of Contractor, its employees or its subcontractors. Indemnification does not apply to the settlement of a claim, suit, action, or demand by Contractor without the prior written approval of Owner.

6.3 In no event will Contractor, its subcontractors or their officers or employees be liable for Owner's incidental, special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.

6.4 Contractor's responsibility is to operate the facilities in compliance with current laws and regulations, to the extent of their design and physical capacity. It is not part of Contractor's scope to test for or eliminate water borne bacteria or viruses except as required by current laws and regulations. It is not part of Contractor's scope to comply with new regulations that contain permit limits or Maximum Contaminant Levels that are beyond the capability of the Owner's facilities.

## **7. HAZARDOUS SUBSTANCES**

7.1 If Contractor encounters or suspects asbestos or hazardous substances in any form on the facilities, Contractor will stop its own work in the affected portions of the facilities to permit testing and evaluation.

7.2 If Contractor suspects asbestos on the facilities, Owner will have, in a timely manner, a qualified contractor perform remediation services. Contractor will have no obligation to resume its performance of the services until it receives adequate proof that the affected area is treated.

7.3 If Contractor suspects hazardous substances other than asbestos on the facilities where Contractor performs services, the Parties may agree for Contractor to conduct tests to determine the extent of the hazardous condition and recommend necessary remedial measures. Contractor will perform these services under a separate agreement negotiated by the Parties and for an additional fee.

7.4 Contractor will not be liable for any delays in performing the services caused by or related to the presence of asbestos or another hazardous substance.

7.5 Contractor assumes no risk and/or liability for any hazardous waste or conditions present at the facilities prior to the commencement of this Agreement or for any hazardous waste or conditions attributable to any party other than Contractor.

7.6 In the event that Owner requests Contractor, in the performance of the services set forth herein, to execute Hazardous Waste Manifests on its behalf, Owner must execute a Letter of Authorization, the form of which will be agreed upon by both Parties, delegating such authority to Contractor prior to Contractor undertaking this duty.

7.7 The Parties agree that in the performance of services by Contractor under this Agreement, Owner is requesting Contractor to undertake inherently unsafe obligations for Owner's benefit involving the presence or potential presence of hazardous substances. Therefore, Owner agrees to hold harmless, indemnify, and defend Contractor from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, unless such liability arises out of the negligence or willful misconduct of Contractor, its employees or its subcontractors in the performance of services under this Agreement.

## 8. FINES AND CIVIL PENALTIES

8.1 Contractor will be liable for fines or civil penalties, which may be imposed by a regulatory or enforcement agency for violations occurring on or after the Commencement Date, as a result of the failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, or ordinance for reasons resulting from Contractor's breach, negligence or willful misconduct during the term of this Agreement. Owner will assist Contractor to contest any such fines in administrative proceedings and/or in court prior to any payment by Contractor. Contractor shall pay the costs of contesting any such fines.

8.2 Contractor will not be liable for fines or civil penalties that (i) result from violations that occurred prior to the Commencement Date of this Agreement; (ii) increase the assessment of any fine or civil penalty caused by Contractor's negligent operations because of violations which occurred prior to the Commencement Date, to the extent of such increase; (iii) result from inadequate infrastructure or investment in the technology necessary to comply with permit requirements and/or changes in applicable regulations or (iv) are otherwise directly related to the ownership of the Project.

## 9. INSURANCE

9.1 Contractor shall provide the following insurance policies throughout the term of the Agreement, and shall provide to Owner an ACORD-form Certificate of Insurance (COI) demonstrating compliance with this provision:

9.1.1 Worker's Compensation providing statutory coverage and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy limit. *Self-insured retentions need to be declared to and approved by the Owner.*

9.1.2 Business Automobile Insurance providing Two Million Dollars (\$2,000,000) combined single limits covering claims for injuries to members of the public

and/or damages to property of others arising from the use of Contractor owned, leased/ hired, or borrowed/ non owned motor vehicles, or Owner owned vehicles used by Contractor including onsite and offsite operations. Limits may be satisfied using primary and excess/umbrella policies. Business Auto form shall be the equivalent of CA0001. Self-insured retentions need to be declared to and approved by the Owner. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided by the Contractor's Pollution Liability policy.

- 9.1.3 Commercial General Liability (CGL) Insurance providing limits of Ten Million Dollars (\$10,000,000) per occurrence and aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of Contractor or any of its employees or subcontractors for whom Contractor is legally liable. Limits may be satisfied through the use of primary and excess/umbrella policies. The CGL form shall be the equivalent of CG0001. . Self-insured retentions shall be declared to and approved by the Owner.
  - 9.1.4 Contractor's Pollution Liability (CPL) Insurance providing limits of Two Million Dollars (\$2,000,000) per claim and aggregate. CPL coverage will provide for liability due to pollution conditions caused by or exacerbated by Contractor and will include coverage related to the remediation of pollutants and for third-party claims alleging bodily injury and/or damage to third-party property due to pollutants. Claims made coverage will include a retroactive date that predates all Work executed per this Agreement. Coverage shall be maintained for two (2) years after contract completion. Self-insured retentions shall be declared to and approved by the Owner.
- 9.2 The Contractor's General Liability, Automobile Liability, Excess/Umbrella (if applicable), and Pollution Liability policies shall contain or be endorsed to contain the following provisions:
- 9.2.1 Owner and Owner's directors, officers, officials, employees, volunteers, and representatives are to be covered as additional insured in Contractor's commercial general liability, automobile liability, excess/umbrella, and contractor's pollution liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided by ISO Forms CG 20 10 and CG 20 37 endorsements added to the Contractor's general liability insurance .
- 9.3 Contractor's commercial general liability, automobile liability, employer's liability, excess/umbrella, and contractor's pollution liability policies will be primary and non-contributory to any other coverage available to Owner.

- 9.4 Contractor's policies will provide at least thirty (30) days written notice to Owner prior to any cancellation, non-renewal or material change in coverage contemplated in Section 9 (except ten (10) days' notice for non-payment of premium).
- 9.5 Owner shall maintain the following insurance policies throughout the term of the Agreement, and shall provide Contractor with a COI to demonstrate compliance with this provision:
- 9.5.1 "All Risk" Property Insurance covering all property on a replacement cost basis and including Owner-supplied vehicles and equipment for the full fair market value of such property.
- 9.5.2 Liability Insurance covering all motor vehicles and equipment provided by Owner and operated by Contractor under this Agreement.
- 9.6 Owner and Contractor shall provide a waiver of subrogation against the Contractor and other insurance policies required under Section 9, and each party shall waive any claim against the other arising in contract or in tort that are covered by their respective insurance policies identified under Section 9.
- 9.7 Certificates of Insurance ("COI").
- 9.7.1 The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 9 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement.
- 9.7.2 In the event the COI provided indicates that any required insurance will expire during the period of this Agreement the party shall furnish, on or before the expiration date, a renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.
- 9.7.3 In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within ten (10) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.
- 9.8 Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

9.9 If General Liability and/or Contractors Pollution Liability coverages are written on a claims-made form:

9.9.1 The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

9.9.2 Insurance must be maintained, and evidence of insurance must be provided for two (2) years after completion of the contract of work.

9.9.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a period of two (2) years after completion of contract work.

## **10. LABOR DISPUTES**

In the event activities by Owner's employee groups or unions causes disruption in Contractor's ability to perform its obligations under this Agreement, Owner, with Contractor's assistance, or Contractor at its own option, may seek appropriate injunctive court orders during any such disruption. Contractor shall operate the facilities on a best efforts basis until any such disruptions cease, but Contractor will not be obligated to assure compliance with all contract conditions.

## **11. UNFORESEEN CIRCUMSTANCE**

11.1 Neither party will be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) business days after its occurrence and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

11.2 In the case of Unforeseen Circumstances, Owner agrees to pay any costs (including without limitation all overtime charges and additional equipment charges) incurred by Contractor in connection with the Unforeseen Circumstance.

## **12. ACCESS TO FACILITIES AND PROPERTIES**

12.1 Owner will make its facilities accessible to Contractor as required for Contractor's performance of its services and will secure access to any other Owner property necessary for performance of Contractor's services.

12.2 Contractor will provide 24-hour per day access to Project for Owner's personnel. Owner's employees, designated by Owner's Representative, may visit the Project at

any time. Contractor will provide Owner keys for the Project. All visitors to the Project shall comply with Contractor's operating and safety procedures.

### 13. CHANGES

13.1 Owner and Contractor, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, addendum or amendment to the Agreement executed by both Parties.

13.2 Owner and Contractor may agree to out of scope services performed under the terms of this Agreement. The Parties must mutually agree upon out of scope services Out of scope services must be in writing. Compensation for the out of scope services will be invoiced to Owner in an amount equal to Contractor's cost-plus fifteen percent (15%), unless otherwise agreed to by the Parties, and will be due and payable by Owner commencing the month following performance of the out of scope services. The Owner retains the right to solicit bids from 3<sup>rd</sup> party entities for non-scope work, as well as the Contractor. The Owner may retain any entity for non-scope work.

13.3 In the event the scope of services change ("Change in Scope"), Contractor will be entitled to additional compensation if the Change in Scope results in additional costs to Contractor for providing such services. The occurrence of one or more of the following events will constitute a Change in Scope:

13.3.1 Any change in Project operations, personnel qualifications, required certification, staffing or other cost that is a result of an Unforeseen Circumstance. Contractor's will invoice Owner the amount equal to Contractor's cost-plus fifteen percent (15%). The invoice will be due and payable by Owner commencing the month following when the Change in Scope occurs.

13.3.2 Any change in Project operations, personnel qualifications, required certification, staffing or other cost that is a result of the issuance of a new permit or a permit renewal

13.3.3 Increases of ten percent (10%) or more in the Wastewater Treatment Plant influent flow or loadings, as set forth in **Appendix B**, as demonstrated by a twelve (12) month floating average compared to the prior twelve (12) month period. The Parties must mutually agree upon compensation for the Changes in Scope.

13.3.4 Increases or decreases in rates or other related charges (including taxes) imposed upon Contractor by a taxing authority, excluding taxes based on Contractor's net income. In the event rates or other related charges change, the Parties may increase or decrease the Base Fee by an amount equal to cost differential associated with the change.

13.3.5 Support services provided by Contractor for Owner's capital projects. Parties must mutually agree upon compensation for the Changes in Scope.

#### **14. WARRANTIES**

14.1 To the best of its knowledge, Contractor warrants that all materials and equipment furnished under this Agreement will be of good quality and free from defective workmanship and materials.

14.2 Contractor shall pass through to Owner the warranty extended by the manufacturer for all products, equipment, systems or materials.

14.3 All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.

#### **15. NO THIRD-PARTY BENEFICIARIES**

This Agreement gives no rights or benefits to anyone other than Owner and Contractor and has no third-party beneficiaries.

#### **16. JURISDICTION**

##### **16. JURISDICTION & VENUE**

This Agreement will be governed by and interpreted in accordance with the laws of the State of California. For the purposes of litigating any dispute that arises directly or indirectly from the relationship of the Parties under this Agreement, the Parties hereby submit to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the Superior Court of Del Norte County, California, or the federal courts for the Northern District of California.

#### **17. SEVERABILITY AND SURVIVAL**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

#### **18. AUTHORITY**

Both Parties represent and warrant to the other party that the execution, delivery and performance of this Agreement have been duly authorized by the responsible parties thereof. Both Parties warrant that all required approvals have been obtained and the executing party has authority to bind the party.

#### **19. NOTICE**

Whenever either party desires to give notice to the other, notices must be in writing, sent by certified United States mail with return receipt requested, hand delivered or by national commercial express delivery service, to the addresses listed in introductory paragraph of this



Agreement. Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

## **20. NO WAIVER**

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor will the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver will not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

## **21. SURVIVAL OF PROVISIONS**

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms of conditions are completed, and will be fully enforceable by either party.

## **22. ASSIGNMENT**

Neither party will have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract or otherwise, without the prior written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors, and assigns.

## **23. NO CONFLICT OF INTEREST FOR FUTURE WORK**

The services performed by Contractor under this Agreement do not preclude Contractor from proposing on or for providing services to Owner in the future. Information and knowledge gained by Contractor in providing the Services under this Agreement will not constitute a conflict of interest in proposing on or providing any additional services for Owner.

## **24. DISPUTE RESOLUTION**

The Parties will use their best efforts to resolve amicably any dispute. The City Public Works Director and Contractor's Project Manager will first try to resolve any disputes. If they fail to resolve the dispute, the City Manager and Contractor's Regional Manager will try to resolve the dispute. Failing these steps, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor that are not resolved will be decided by mediation and/or arbitration if the parties mutually agree. All mediation and/or arbitration will take place in Del Norte County, CA.

## **25. CAPTIONS AND HEADINGS**

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

## **26. ENTIRE AGREEMENT**

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

- Appendix A Scope of Services**
- Appendix B Capacity and Characteristics**
- Appendix C Location of Project**
- Appendix D Compensation and Payment**
- Appendix E Project Vehicles and Equipment**
- Appendix F Permits**
- Appendix G Water Quality Sampling and Analysis**

IN WITNESSES WHEREOF, the Parties execute below:

**CITY OF CRESCENT CITY**

**OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Blake Inscore, Mayor

\_\_\_\_\_  
Andrew Appleton

Vice President

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha D. Rice, City Attorney

DRAFT

## APPENDIX A - SCOPE OF SERVICE

Contractor shall perform the following services for the benefit of the Owner:

### A.1 GENERAL

#### A.1.1 Staff

- A.1.1.01 Staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement.
- (a) Owner shall have the right to interview and approve the proposed full-time, on-site Project Manager and also interview and approve the candidate prior to Contractor making a change in that position. Owner shall not unreasonably withhold approval of such change. Contractor shall replace the Project Manager at the request of Owner, after notice and a reasonable opportunity for corrective action, in the event Owner determines that an unworkable relationship has developed between the Project Manager and Owner.
- A.1.1.02 Operate, maintain and/or monitor and staff the Project Monday through Friday during normal business hours. Contractor shall be responsive to alarms and emergency calls 24 hours per day, 7 days per week in order to maintain compliance with permits at no additional cost to the Owner. Contractor shall designate a minimum of one (1) staff member as standby to respond to alarms and emergency calls.
- A.1.1.03 Place at each permanently staffed Project facility, a copy of Contractor's corporate safety program and provide all employees training specific to this Program, within forty-five (45) days from the effective date of this Agreement. Owner will pay the cost of any capital improvement required at the Project to bring the facilities within OSHA compliance.
- A.1.1.04 Provide and document job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, regulatory compliance, laboratory, and energy management. Where the law or regulation requires employees to hold current licenses, certificates or authority to perform the work required of their respective positions, Contractor shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license or authority.
- A.1.1.05 Comply with all State and Federal requirements regarding affirmative action and provisions for minority hiring
- A.1.1.06 Perform a complete condition assessment of wastewater plant assets within the first twelve months.

- A.1.1.07 Complete a biosolids utilization study within first eighteen (18) months of the contract.
- A.1.1.08 Provide Owner with a one (1) year and five (5) year capital improvement plan, and update these plans annually.
- A.1.1.09 Implement and install CMMS system. Contractor to provide maintenance records to Owner upon 30 days' notice.
- A.1.1.10 Both Parties agree to establish a value for Owner owned inventory whereas an inventory register will be submitted to the Owner within twelve (12) months from the contract effective date. Contractor shall provide an inventory summary. Contractor must turn over the established value of the inventory plus inflation at termination of the Contract.

#### A.1.2 Alterations, Repairs and Maintenance

- A.1.2.01 Alter, as needed, the process and/or facilities to achieve the objectives of this Agreement. No alteration will be executed without Owner's written approval if alteration will cost in excess of Five Thousand Dollars (\$5,000.00). The Parties will not consider Alterations under this section to be a Repair under this Agreement.
- A.1.2.02 Perform Preventative Maintenance and Repairs for the Project, including general building maintenance, subject to the Repairs Limit noted in Subsection D.1.2.
- A.1.2.03 Upon Owner request, Contractor shall provide maintenance records for any repair/replacement charged to Owner, whether included in the Repairs Limit or not. Inadequate maintenance or lack of proof of maintenance may deem the repair a Contractor expense, not Owner.
- A.1.2.04 Pay all costs incurred in normal Project operations except as otherwise included in Article 4 - Owner's Responsibilities.
- A.1.2.05 Maintain aesthetics of the facilities, including maintaining all facilities in a clean, neat and orderly fashion.
- A.1.2.06 Keep administrative and other occupied spaces clean, dry, and habitable. Other spaces and floors will be free of sewage, screenings, sludge and debris.
- A.1.2.07 Equipment, tools, and material will be properly stored.
- A.1.2.08 In any emergency affecting the safety of persons or property, or regulatory compliance, Contractor shall act without written amendment or change order, at Contractor's discretion, to prevent threatened damage, injury or loss. In the

event emergency expenditures exceed Five Thousand Dollars (\$5,000.00) in aggregate, Contractor shall obtain prior approval from Owner. Contractor will notify Owner of the emergency as soon as reasonably possible, and Owner will compensate Contractor for any emergency work notwithstanding the lack of written amendment or change order. Such compensation will include Contractor's direct costs for the emergency work plus fifteen percent (15%).

A.1.2.09 Utilize Owner provided security devices during Contractor's hours of operation to protect against any losses resulting from theft, damage or unauthorized use of the Project. Existing security devices include fencing, lockable structures, and limited intrusion alarm. Upon exiting the Project, Contractor shall lock all Project gates and structures and activate any security alarms.

## **A.2 WASTEWATER TREATMENT PLANT**

- A.2.1 Within the design capacity and capability of the Wastewater Treatment Plant (the "WWTP"), manage, operate, and maintain the WWTP so that effluent discharged from the WWTP meets of the Clean Water Act and the requirements specified in NPDES Permit No. CA0022756 and other applicable/related permits issued by EPA, the State or local authorities, unless one or more of the following occurs: (i) WWTP influent does not contain Adequate Nutrients to support operation of the WWTP's biological processes and/or contains Biologically Toxic Substances or other substances that may cause pass-through or interference that cannot be removed by the existing processes and facilities; (ii) discharge into Owner's sewer system that violate any or all regulations as stated in the applicable Sewer Ordinance and, (iii) the flow, influent biochemical demand (BOD5) and/or total suspended solids (TSS) exceeds the WWTP's design parameters and other parameters that exceed the plant's Maximum Allowable Headworks Loadings; in which case **Appendix B** specifies responsibilities and remedies.
- A.2.2 Within the design capacity and capability of the WWTP, operate the WWTP in a manner that minimizes odor and noise.
- A.2.3 Prepare and submit to Owner for transmittal to appropriate agencies, all regulatory reports pertaining to routine operation and maintenance of the facilities specified in this Agreement.
- A.2.4 Comply with all current local, State and Federal notice and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Plant. The Contractor must notify the Owner within 24 hours of Contractor knowledge of the event and provide the Owner with a written summary of any failure to meet the NPDES or any other regulatory requirement within one week of the event. The summary must include what happened, what caused it, actions taken, results of violation, needed actions to prevent re-occurrence.
- A.2.5 Assist the Owner with the NPDES permit renewal process by providing Project information within Contractor's possession and control. Any additional assistance requested by the Owner will constitute a Change in Scope.

- A.2.6 If Contractor uses land application as the method for disposal of biosolids, Contractor shall comply with the State and Federal regulations, including 40 CFR 503 applicable to the land application method. Specifically, Contractor shall assist Owner in securing all permits and land use agreements, perform soils and biosolids testing, and report the volume and quantity of biosolids land applied. Contractor may use the existing Owner secured permits and land application sites.
- A.2.7 Where applicable, monitor and report the volume and nature of septic tank hauler discharges.
- A.2.8 Provide and document all Preventive Maintenance for the WWTP. Owner will have the right to inspect these records during normal business hours.
- A.2.9 Provide and document Repairs for the WWTP. Contractor will provide Owner with a monthly report on the expenditures of Repairs
- A.2.10 Provide monthly and annual reports.

### **A.3 WATER QUALITY LABORATORY**

- A.3.1 The Owner currently operates an ELAP certified Water Quality Laboratory near the wastewater treatment plant, and will perform all laboratory testing and sampling as described in Appendix G and currently required by the State and Federal Clean Water Act, NPDES Permit, NPDES referenced documents and all Federal or State issued permits. The Owner shall also be responsible for maintaining the laboratory's ELAP accreditation while the laboratory is in operation

## APPENDIX B - CAPACITY AND CHARACTERISTICS

### B.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT

B.1.1 Wastewater Treatment Plant Design Capacity is described as follows:

Parameter	Plant
___ Flow, million gallons/day	1.86 MGD
___ BOD <sub>5</sub> , pounds per day	not specified
___ TSS, pounds per day	not specified
___ Peak Wet Weather	6.12 MGD

All parameters will be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

B.1.2 Contractor will not be responsible for fines or legal action resulting from discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period. Contractor must provide proof these conditions existed.

B.1.3 The Base Fee for services under this Agreement is based on the following Project influent characteristics, five (5) year averages from 2014 – 2018, per current information provided by Owner:

Parameter	Plant
___ Flow, million gallons/day	1.57 MGD
___ BOD <sub>5</sub> , pounds per day	210 mg/L
___ TSS, pounds per day	191 mg/L



## **APPENDIX C - LOCATION OF PROJECT**

- C.1** Contractor agrees to provide the services necessary for the operation, maintenance, and management of the facilities described herein.
- C.1.1** All equipment, grounds, and facilities now existing within the current property boundaries of or being used to operate Owner's WWTP located at:

210 Battery Street  
Crescent City, CA 95531

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**APPENDIX D - COMPENSATION, PAYMENT AND BASE FEE  
ADJUSTMENT FORMULA**

**D.1 COMPENSATION**

D.1.1 Owner shall pay to Contractor as compensation for services performed under this Agreement a Base Annual Fee of One Million Two Hundred Forty-Seven Thousand Eight Hundred One Dollars (\$1,247,801) plus a repairs budget of One Hundred Sixty Thousand Dollars per year. For the first period of the Contract covering September 9, 2019 through June 30, 2020, the Contractor will be compensated on a pro-rated basis of 296 days, which is One Million Eleven Thousand Nine Hundred Fifteen Dollars (\$1,011,915) plus a repairs budget of One Hundred Ninety Thousand Dollars (\$190,000). The base fee shall be escalated as specified in Section D.4 of this Appendix.

D.1.1.01 The Base Fee includes all labor, supplies, and consumables for normal Project operations, except: (a) the annual repairs limit specified in Subsection D.1.1; (b) except as otherwise set forth in Section D.4; and subject to any limitations on these expenditures as set forth in Subsection D.1.2.

D.1.1.02 The services provided under this Agreement assume reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the Owner for reimbursement.

D.1.1.03 If, at any time, during the first twelve months following the Commencement Date, (i) Contractor discovers new information about the condition of the Project or facilities that materially differs from the information reasonably available to Contractor prior to execution of this Agreement; and (ii) such information substantially impacts the ability of Contractor to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by Contractor to meet such performance objective, Contractor will be entitled to an equitable adjustment mutually agreed upon by both Parties.

**D.1.2 Limitations**

The total amount Contractor will be required to pay for Repairs will not exceed the annual Repairs Limit of \$190,000.00 for the first contract year and \$160,000 for subsequent years as identified under Subsection D.1.1 of this Appendix. Contractor shall provide Owner with a detailed invoice of Repairs over the annual Repairs Limit, and Owner shall pay Contractor for all Repairs in excess of such limit. Contractor shall rebate to Owner the entire amount that the cost of Repairs is less than the annual Repairs Limit.

**D.2 CHANGES IN COMPENSATION**

D.2.1 Changes in the Base Fee will be negotiated annually, three (3) months prior to July 1<sup>st</sup> each year. Owner and Contractor agree that in principal that the Base Fee Adjustment Formula be used as the starting point for annual adjustments show in Section D.4 of this Appendix.

However should the cost for labor, healthcare costs, benefits, chemicals, solids disposal, utilities, etc. escalate at a rate higher than the established CPI or ECI index, the parties agree to negotiate in good faith and take such additional costs into consideration as part of the Base Fee adjustment. Upon each contract year renegotiation, Contractor shall continue to invoice Owner at the previous amount until written agreement between the Parties as to the new contract year Base Fee, upon which Contractor shall issue an invoice retroactively adjusting the previous contract year Base Fee amount. In the event that Owner and Contractor fail to agree on an adjustment to the Base Fee by the anniversary of July 1<sup>st</sup>, 2020, the Base Fee will be automatically adjusted using the Base Fee Adjustment Formula shown in Section D.4 of this Appendix and shall be invoiced accordingly.

D.2.2 The Parties will negotiate compensation for Changes in Scope in accordance with Appendix B.

D.2.3 During the operating period, the Contractor may suggest to the Owner capital modifications, staff restructuring, and/or modified operating procedures for the facility for more cost-effective operation and maintenance of the facilities that may reduce the Service Fee or Pass Thru Costs. Such suggestions, including the costs, benefits, and anticipated net savings shall be provided in writing to the Owner. If the Owner approves such modifications, and such modifications result in a net savings, the Contractor shall be entitled to 50 percent of the net savings, and the Owner shall be entitled to 50 percent of the net savings, unless otherwise agreed to by both parties. Such net savings shall occur after recovery of the documented costs for researching, planning and implementation and/or the capital expense and shall be either a one-time payment to the Contractor, or an annual payment, depending on the nature of the modification and the resulting net savings.

### **D.3 PAYMENT OF COMPENSATION**

D.3.1 One-twelfth (1/12) of the Base Fee for the current year will be invoiced on the first of the month for each month that services are provided.

D.3.2 All other compensation to Contractor is due on receipt of Contractor's invoice and payable within thirty (30) calendar days.

D.3.3 Owner shall pay interest at an annual rate equal to nine percent (9%), subject to limitation provided by law, on payments not paid and received within thirty (30) calendar days. Interest will be calculated from the due date of the invoice.

D.3.4 In the event of a contested billing, Owner may only withhold the contested portion from payment. The Owner will pay Contractor the undisputed portion in accordance with Subsection D.3.2 of this Appendix. Interest will accrue on any contested portion of the billing and shall be immediately payable if the contested billing is resolved in favor of Contractor. No interest will be due on any contested portion of the billing if the contested portion is mutually resolved.

### **D.4 BASE FEE ADJUSTMENT FORMULA**

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Subsection D.1.1 of this Appendix

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF =  $[(ECI) .50 + (CPI) .50] + 1.02$

ECI = The twelve-month percent change (from the 4th quarter of the prior year to the 4th quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve month percent change (from January of the prior year to January of the current year) in the Consumer Price Index for Water and Sewer and Trash Collection Services as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEGH01.

The Annual Base Fee increase shall not be less than 1.5% or more than 4% unless there are circumstances as described in Subsection D.2.1 of this Appendix, where costs have increased in advance of the index established increases.

## **APPENDIX E- PROJECT VEHICLES AND EQUIPMENT**

Owner will provide the following vehicles, rolling stock, and other equipment:

Pickup Trucks

Forklift

Ladders and safety equipment

Two way radios

Laboratory Equipment

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**APPENDIX F – PERMITS**

NPDES Permit No. CA0022756

Copy resides with Owner

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## APPENDIX G – WATER QUALITY SAMPLING AND ANALYSIS

Owner currently operates and will make available to Contractor a fully-functional ELAP Certified Water Quality Laboratory that will provide all required sampling, testing, and analyses of samples in compliance with state and federal requirements. Routine analyses and procedures for NPDES reporting, as well as process control sampling and analysis, will be analyzed by the Water Quality Laboratory staff. It is not anticipated that additional testing will be needed, however, should accelerated testing be required due to regulatory requirement or due to process upset of conditional changes the Owner shall provide such additional analysis at no cost to the Contractor. The Contractor will provide advance notice of any additional testing needs to minimize any impact to the Owner.

In the event Owner closes its Water Quality Laboratory, Contractor shall become responsible for all regulatory and process control sampling and analysis. Compensation will be based on Contractor's cost plus 15%.

The regulatory compliance sampling plan is shown below:

Parameter	Measurement Frequency	Sample Type	Sample Location	Units	Responsibility
Flow	Report	Report	Effluent	MGD	Owner
Biochemical Oxygen Demand	Weekly	24-Hr Composite	Effluent, Influent	mg/L	Owner
Total Suspended Solids	Weekly	24-Hr Composite	Effluent, Influent	mg/L	Owner
Ammonia Nitrogen (as N)	2x / Week	24-Hr Composite	Effluent	mg/L	Owner
Settleable Solids	Daily	24-Hr Composite	Effluent	mg/L	Owner
Fecal Coliform	Weekly	Grab	Effluent	cts/100 mL	Owner
Total Coliform	Weekly	Grab	RSW	cts/100 mL	Owner
Enterococcus	Weekly	Grab	RSW	cts/100 mL	Owner
Total Residual Chlorine	Daily	Grab	Effluent	mg/L	Owner
pH	Daily	Grab	Effluent	S.U.	Owner
Turbidity	Weekly	Grab	Effluent	ntu	Owner
Oil and Grease	Monthly	Grab	Effluent	mg/L	Owner
Copper, Nickel	Monthly	Composite	Effluent	mg/L	Owner

Parameter	Measurement Frequency	Sample Type	Sample Location	Units	Responsibility
<b>Dieldrin, TCDD Equivalents</b>	Annually	Composite	Effluent	mg/L	Owner
<b>Ocean Plan, Table 1</b>	Annually	Composite	Effluent, Influent	mg/L	Owner
<b>Chronic Toxicity</b>	Semi-Annually	Composite	Effluent	P/F	Owner
<b>CBOD5 Minimum % Removal</b>	Monthly	Calculation	Calculation	%	Owner
<b>Total Suspended Solids Minimum % Removal</b>	Monthly	Calculation	Calculation	%	Owner

The process control monitoring plan is shown below:

Process Area	Parameter	Frequency
Influent	TSS/VSS	Daily
	pH/Temp	Daily
	Conductivity	3X Week
	Alkalinity	Weekly
	Ammonia	Weekly
	TKN	Weekly
	Phosphorus	Weekly
Primary Effluent	BOD	Weekly
	TSS/VSS	Daily
Secondary Effluent	BOD	Weekly
	TSS/VSS	Daily
Aeration Tank/Basin	TSS/VSS	Daily
	Micro	2X Week
Rotary Drum Thickener	TSS	Daily (when running)
Gravity Thickener	TSS	Daily (when running)
Digester	TSS/VSS	2X Week
Belt Filter Press	TSS (Cake % Solids)	Daily (when running)



**RESOLUTION NO. 2019-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRESCENT CITY  
AMENDING THE FISCAL YEAR 2019-20 BUDGET  
OF THE CITY OF CRESCENT CITY**

**WHEREAS**, the budget for the fiscal year beginning July 1, 2019, was adopted by the City Council following a public hearing held thereon at meeting held the 17<sup>th</sup> day of June 2019; and

**WHEREAS**, the City Council has the authority to amend said budget from time to time; and

**WHEREAS**, the City Council directed staff to negotiate a professional services agreement with Operations Management International, Inc. (also known as Jacobs Engineering) to provide operations, maintenance, and management of the City’s Wastewater Treatment Plant; and

**WHEREAS**, the implementation of this agreement will have impacts on all major City funds due to the reallocation of labor and internal services; and

**WHEREAS**, an amendment to the City’s Fiscal Year 2019-20 operating budget is required to fulfill this priority.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crescent City, California that the Fiscal Year 2019-20 City of Crescent City Annual Budget is hereby amended and appropriated in the amounts identified below:

<b>Fund</b>	<b>Revenue Increase (Decrease)</b>	<b>Expense / Expenditure Increase (Decrease)</b>
General Fund	(6,874)	\$26,890
Housing Authority Fund	-	\$845
RV Park Fund	-	\$10,381
Sewer Fund	\$23,503	(8,220)
Water Fund	-	\$14,537
Building Fund	(333)	(333)
Equipment Fund	\$16,015	\$16,015

**PASSED AND ADOPTED** and made effective the same day by the City Council of the City of Crescent City on this 5<sup>th</sup> day of August, 2019, by the following polled vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
Blake Inscore, Mayor

ATTEST:

\_\_\_\_\_  
Robin Patch, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** MAYOR INSCORE AND MEMBERS OF THE COUNCIL  
**FROM:** ERIC WIER, CITY MANAGER *EW*  
**DATE:** AUGUST 5, 2019  
**SUBJECT:** LETTER OF SUPPORT REQUEST FROM THE DEL NORTE TRAIL ALLIANCE

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### RECOMMENDATION

- Hear staff report
- Take public comment
- Consider and approve a letter of support for the Hurdygurdy Mountain Bike Trail from the Del Norte Trail Alliance.

### BACKGROUND

Joe Gillespie, President of Del Norte Trail Alliance, submitted a request for a letter of support from the Council for the mountain bike trail project called the Hurdygurdy Mountain Bike Trail. This letter will be requesting funding by the US Forest Service and will be sent to Ted McArthur, the new forest supervisor for the Six Rivers National Forest.

### ANALYSIS

There are no obligations requested of the City, only a letter of support for the project.

### FISCAL ANALYSIS

There are no fiscal impacts.

### ATTACHMENT(S)

1. Request for letter of support
2. Letter to US Forest Service

I am writing to ask you to sign on to the attached letter to Six Rivers National Forest Supervisor Ted McArthur to support our Hurdygurdy Mountain Bike Trail proposal. This proposal, recently submitted to the Forest Service Regional Office, asks for NEPA funding for 10.7 miles of new trails that will enhance the recreational economy of Del Norte County.

Your addition to our letter will strengthen this proposals chances of earning funding by the Forest Service.

Please read the letter and send a response that you agree to sign on with your address and logo if you like. If you have further questions feel free to me at 707-954-1641, or ask via email. I would like to have this sign-on letter completed by August 7.

Thank you for your consideration and support.

Joe Gillespie  
Del Norte Trail Alliance  
180 Oak St.  
Crescent City, CA. 95531  
(707) 954-1641

Ted McArthur

Dear Ted,

As you know, the Del Norte Trail Alliance, along with the Smith River National Recreation Area, Six Rivers National Forest, has submitted a mountain bike trail project called the *Hurdygurdy Mountain Bike Trail* to the Regional Office. I would like to tell you about how this plan developed and why this project merits funding from the US Forest Service.

In 2016, the Del Norte County Resource Advisory Council funded a private recreation consultant to develop the Del Norte Trails Plan. This Plan identified five potential mountain bike trails on the Smith River NRA. Throughout the past year, the Del Norte Trail Alliance has been working closely with the new NRA District Ranger, Jeff Marszal, who has exhibited a lot of support and enthusiasm for developing new mountain bike trails on the District. Over the past year, Jeff and I have spent a considerable amount of time reviewing the Del Norte Trails Plan, pouring over maps, and spending time in the field looking at the identified mountain bike trail opportunities. After much deliberation, we've settled on a modified version of one of the five trails in the Del Norte Trails Plan. The Plan has many advantages that we feel really work for both the District and its potential users.

This proposed *Hurdygurdy Mountain Bike Trail* system falls entirely within the Lower Hurdygurdy Creek Management Area of the Smith River NRA. This Management Area emphasizes the development of recreational facilities and infrastructure. Currently, the management area includes the popular Big Flat Campground and other dispersed camping and picnic areas which already provide for a considerable amount of recreational infrastructure. The area also includes a section of the historic Kelsey Trail, a portion of which is wheelchair accessible and is already utilized by mountain bikers. This project would connect these trails. The proposed trail system (10.7 miles) falls within an area that was previously logged and mined and therefore includes an existing network of old roads and mining trails that would be converted to mountain bike trails. Though actively managed in the past, the area provides for outstanding scenery and old growth trees within Hayden Gulch and beyond. The plan also includes a flow trail back to the Big Flat Campground which would potentially enhance use of the campground by mountain bike trail users. Professionally designed and built, I am convinced this trail would be a great asset to the NRA and our community.

Also, there is a tremendous amount of momentum and interest in our community around providing more recreational experiences and opportunities-especially mountain bike trails- on the NRA. The District encompasses approximately 70% of our county land base and is key to supporting our tourism-driven economy. The project is supported by the Crescent City Council, Del Norte County Board of Supervisors, and the Del Norte Chamber of Commerce. We're excited that the new leadership on our National Forest and District are supportive of developing recreational opportunities and understand the enormous potential our community has. We strongly feel that now is the time for this much needed project.

In addition, the Del Norte Trail Alliance takes very seriously its shared stewardship responsibility with our National Forest. Locally, we have helped people see the need to collaborate through citizen partnerships with our land management agencies, and have developed strong community support. We truly hope this project is funded so, together, we can build on this momentum and support our public lands.

Thank you Ted for your support and consideration.

Joe Gillespie  
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