

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 4, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Parks and Recreation Department  
**Presentation By:** Brad McIntire, Interim Parks & Recreation Director

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**Subject:** The Feather River Parkway – Willow Island Project Grant Funding

**Recommendation:**

- a) Adopt a resolution authorizing the City Manager to execute an amendment of Memorandum of Understanding with the Sutter County Resource Conservation District (SCRCD) for the preparation of the Grant Application to the Resource Agency for Phase II of the Feather River Parkway – Willow Island Project
- b) Adopt a resolution approving the filing of an application for grant funds for the California River Parkways Grant program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)

**Fiscal Impact:** \$1,716,000, contingent upon grant award and payable by the grant if awarded. If the grant is awarded, \$1,716,000 in funding will be available to enhance the Feather River Parkway Project

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**Background and Analysis:**

In 2002, the City of Yuba City completed the Feather River Parkway Strategic Plan in an effort to utilize approximately 175 acres along the Feather River. The plan was also created to provide the City the means to apply for funding sources when they become available.

On November 7, 2006, the Yuba City Council was approached by the Sutter County Resource Conservation District (SCRCD) with an opportunity to request for State funding (River Parkways Grant Program – Proposition 50) to implement the Feather River Parkway Strategic Plan. The Council adopted an MOU with SCRCD that evening authorizing SCRCD to prepare a proposal and submit for funding.

SCRCD has successfully garnered \$1,400,000 (Phase I, approx. 70 acres) from the Resources Agency's California River Parkways Grant Program to fund the first phase of the Willow Island Project and was invited to re-submit for Phase II funding during the fall 2008 grant cycle, which is due in November. A funding request for an additional \$1,716,000 (Phase II, approx. 105 acres) will be drafted by the SCRCD if the MOU amendment is approved by Council.

Phase I will consist of clearing and grubbing, bank stabilization, equestrian and pedestrian trails, bike paths, a parking area, additional shade trees and preservation, and restoration of woodlands and wildlife habitat areas. The project will also include picnic areas, benches, tables, bike racks, and open space. The environmental and permitting process is scheduled to be completed in the winter of 2009, with construction beginning spring 2010 and completed within a year.

If awarded, the additional funds of \$1,716,000 (Phase II, approx. 105 acres) will help extend the trail system, infuse more active space and create more outdoor educational opportunities for our community.

**Fiscal Impact:**

\$1,716,000, contingent upon grant award and payable by the grant if awarded. If the grant is awarded, \$1,716,000 in funding will be available to enhance the Feather River Parkway Project.

**Alternatives:**

1. Instruct staff to modify or not amend the MOU agreement with SCRCD as written.
2. Instruct Staff to complete a formal request for proposal process for the California River Parkways Grant Program (Prop 84).
3. Do not apply for additional funds through California River Parkways Grant program (Prop 84).


**Recommendation:**

- a) Adopt a resolution authorizing the City Manager to execute an amendment of Memorandum of Understanding with the Sutter County Resource Conservation District (SCRCD) for the preparation of the Grant Application to the Resource Agency for Phase II of the Feather River Parkway – Willow Island Project.
- b) Adopt a resolution approving the filing of an application for Grant funds for the California River Parkways Grant program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84).

Prepared By:


  
\_\_\_\_\_  
Brad McIntire  
Interim Parks & Recreation Director

Submitted By:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

Reviewed By:

Finance  
City Attorney

  
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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY OF YUBA CITY AMENDING THE EXISTING  
MEMORANDUM OF UNDERSTANDING WITH  
SUTTER COUNTY RESOURCE CONSERVATION DISTRICT  
FOR RESEARCH AND PREPARATION OF GRANT APPLICATIONS**

**WHEREAS**, the City of Yuba City and the Sutter County Resource Conservation District desire to amend the existing Memorandum of Understanding adopted November 2006; and

**WHEREAS**, the City has identified resource issues of concern significant to its overall goals and objectives, and recognizes that establishing a working relationship with SCRCD will build a foundation upon which mutual resource aims can be met; and

**WHEREAS**, the ability of SCRCD to provide the City with grant research and proposal preparation support will serve as the initial premise for this working relationship; and

**WHEREAS**, SCRCD and the City will agree on the fees for such services which shall not exceed the cost reasonably borne by the SCRCD in providing the service;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Yuba City as follows:

1. That the City Council supports the amendment of the existing MOU with SCRCD to provide grant research and proposal preparation support.
2. That the City Manager is authorized to sign the MOU amendment with SCRCD to provide grant research and proposal preparation support.

Adopted this 4th day of November 2008 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Rory Ramirez, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY OF YUBA CITY  
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE  
CALIFORNIA RIVER PARKWAYS GRANT PROGRAM UNDER THE SAFE DRINKING WATER,  
WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND COASTAL PROTECTION  
BOND ACT OF 2006 (Proposition 84)

**WHEREAS**, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

**WHEREAS**, the Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the State Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

**WHEREAS**, the Applicant, if selected, will enter into an agreement with the State of California to carry out the Project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Yuba City as follows:

1. Approves the filing of an application for the "Feather River Parkway: Willow Island Project Phase II";
2. Certifies that Applicant understands the assurances and certification in the application; and,
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and,
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and,
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained; and,
6. Appoints the Parks and Recreation Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Adopted this 4 day of November 2008 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Rory Ramirez, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

**First Amendment to the  
Memorandum of Understanding**

Between

**The City of Yuba City**

And

**Sutter County Resource Conservation District**

This is in regards to that certain Memorandum of Understanding (MOU) between City of Yuba City and Sutter County Resource Conservation District executed November 7<sup>th</sup>, 2006, a copy of which is attached for reference. This shall serve to amend the MOU as further described herein. Unless modified by this First Amendment or otherwise in writing, all other provisions of the MOU shall remain in effect.

**Section change (in italics):**

4. Compensation. SCRCDD will be compensated for its services at a rate reasonably borne by the SCRCDD. The total compensation for the MOU will not exceed \$25,000 unless otherwise stated in specific Task Orders. The current billable rate for each SCRCDD staff member is as follows:

*Executive Director - \$71.86/hr. \**

*Principal Water Resources Engineer - \$91.88/hr. \**

*Programs Manager - \$57.12\**

*Administrative Assistant/Resources Technician - \$28.94/hr. \**

\*These billable rates are subject to change. Any modifications will be conducted through the amendment process described under Item 8 of this agreement.

**Addition to section (in italics)::**

7. Scope of Services. Initial Tasks to be performed by the SCRCDD for the City under this MOU are presented below:

***Task 4 – Prepare proposal to the 2008 California River Parkways Grant Program***

- a) *SCRCDD will provide services to the City, on the 2008 Feather River Parkway Grant Proposal, as agreed upon by the parties. SCRCDD will draft and submit a proposal to the California River Parkways Program offered by the California Resources Agency on behalf of the City. Initial costs incurred by*

*SCRCD will be provided pro bono with the understanding that should this proposal be funded, SCRCD will serve as the administrating agency of the project on behalf of the City, and work closely with the City and its relevant departments to ensure that programmatic goals and objectives are met.*

- b) If funded, and specifically pertaining to this Task Order, SCRCD will invoice the City, under funds available through the California River Parkways Grant Program, for management/administration services not to exceed 15% of total project costs. Upon execution of the grant agreement, final administrative budget will be negotiated between the two parties. This compensation will be based on the services provided at a rate reasonably borne by the SCRCD.*

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the SUTTER COUNTY RESOURCE CONSERVATION DISTRICT hereafter referred to as "SCRCD", and the CITY OF YUBA CITY hereafter referred to as "City".

WHEREAS, The California Resource Code provides that California Resource Conservation Districts (RCDs) may cooperate with counties and cities on resource issues of local concern. The Code further states, "It is the intent of the Legislature to encourage districts to facilitate cooperation among agencies to address resource issues of local concern." The Code also provides that RCD directors may enter into contracts with the State of California, the United States, any county, city, other RCD, and/or other public districts;

WHEREAS, the City has identified resource issues of concern significant to its overall goals and objectives, and recognizes that establishing a working relationship with SCRCD will build a foundation upon which mutual resource aims can be met;

WHEREAS, the ability of SCRCD to provide the City with grant research and proposal preparation services will serve as the premise for this working relationship;

WHEREAS, SCRCD and the City will agree on the fees for such services which shall not exceed the cost reasonably borne by the SCRCD in providing the service;

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Service. SCRCD will provide services to the City, on one or more project(s), as agreed upon by the parties. For each such project, or any agreed upon combination thereof, SCRCD will present the City with proposed Task Orders for services to be provided. Upon review of each individual solicitation, or combination thereof, the City will establish the final scope of service and will coordinate with SCRCD to determine Task Order schedule and the time estimates required to perform each Task Order, or combination thereof, and any applicable deadline for completion, in writing.
2. Office Space. SCRCD will perform the majority of their service from their office in Yuba City. However, selected services may require SCRCD to temporarily operate out of the City Offices. The task order will specify the need for SCRCD to work within the City's facilities.
3. Administrative Support. SCRCD intends to provide full services in the completion of each Task Order, or combination thereof. However, there may be selected areas where support service should be provided by the City. This will be documented in each Task Order.

4. Compensation. SCRCDD will be compensated for their services at a rate reasonably borne by the SCRCDD. The total compensation for the MOU will not exceed \$25,000 unless otherwise stated in specific Task Orders. The current billable rate for each SCRCDD staff member is as follows:

District Manager - \$42.58/hr.\*  
Principal Water Resources Engineer - \$69.48/hr.\*  
Resources Technician - \$30.02/hr.\*

\*These billable rates are subject to change. Any modifications will be conducted through the amendment process described under Item 8 of this agreement.

5. Out-of-Pocket Expense. SCRCDD will be reimbursed for the actual out-of-pocket expense incurred while performing services for the City. Required reimbursement of expenses must identify the Task Order to which the expense relates. Upon request, receipts must be provided to the City for any SCRCDD expense.
6. Acknowledgement. SCRCDD will be acknowledged as a contributing entity on any publication and/or signage pertaining to the implementation and/or completion of programs, projects and/or events that result from the execution of this agreement and subsequent Task Orders.
7. Scope of Services. Initial Tasks to be performed by the SCRCDD for the City under this MOU are presented below:

**Task 1- Fish Screen Funding Assistance**

To assist the City in obtaining Fish Screen Funding to plan, design, and construct a 48mgd (74cfs) fish screen on the City's existing Feather River intake. This task will include:

- a) Contact representatives of funding agencies to, investigate and promote the City's qualifications for funding.
- b) Work with the federal Anadromous Fish Screen Program (AFSP) Technical Committee including Bill O'Leary (USFS AFSP Manager) and Dan Meier (USBR Manager) to obtain federal grants to support the City's Fish Screen Project.
- c) Work with California Department of Fish and Game and the CALFED Bay-Delta Program Ecosystem Restoration Program to obtain state grants to match the federal grants.
- d) Provide initial follow-up assistance for both the proposed federal and state grants to help administer the grants.

**Task 2- California Department of Health Services (DHHS) Safe Drinking Water Revolving Fund Program**

Assist the city in obtaining DHS Safe Drinking Water Revolving Fund Program (SDWSRF) loans to convert the City's Region 1 and Region 2/3 groundwater systems to surface water.

- a) Assist the City in preparing grant applications for DHS SDWSRF funding.
- b) Assist the City in developing SRF Community Water System Technical, Managerial and Financial (TMF) Capacity report required for the DHS application.
- c) Assist the City to develop the environmental review requirements.

**Task 3 – Prepare proposal to the California River Parkway Grant Program**

- a) SCRCDD will provide services to the City, on the Feather River Parkway Grant Proposal, as agreed upon by the parties. SCRCDD will draft and submit a proposal to the California River Parkway Program offered by the California Resources Agency on behalf of the City. Initial costs incurred by SCRCDD will be provided pro bono with the understanding that should this proposal be funded, SCRCDD will serve as the administrating agency of the project on behalf of the City, and work closely with the City and its relevant departments to ensure that programmatic goals and objectives are met.
- b) If funded, and specifically pertaining to this Task Order, SCRCDD will invoice the City, under funds available through the California River Parkway Grant Program, for management/administration services not to exceed 15% of total project costs. Upon execution of the grant agreement, final administrative budget will be negotiated between the two parties. This compensation will be based on the services provided at a rate reasonably borne by the SCRCDD.

8. Terms of Agreement:

- a) This Agreement may be amended from time to time with the written consent of both parties, including the incorporation of additional Task Order(s).
- b) Any party may withdraw from this agreement upon giving thirty (30) days written notice to the other parties.
- c) This Agreement shall become effective when executed by a duly authorized representative of each Party.

City

SCRCDD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_