



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA FEBRUARY 18, 2026 6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

JERAMY CHAPDELAINE, MAYOR
AARON PAMMA, VICE MAYOR
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

- **Remote Viewing Only – No Public Participation:**

- *The meeting will be livestreamed for public viewing, but not participation, as follows:*

- Granicus livestream: https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.

- Zoom livestream:

- **Join by Electronic Device:**

- <https://us02web.zoom.us/j/87945893910>

- **Join by Phone:**

- 1-669-900-6833 or 1-833-548-0282 (Toll Free)

- Webinar ID: 879 4589 3910**

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:

- **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.

- **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting unless an approved accommodations request has been granted.
 - **eComment Feature:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that eComments will NOT be read aloud by staff during the meeting unless an approved accommodations request has been granted.
-

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION****CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY****PRESENTATIONS AND RECOGNITIONS****PUBLIC COMMENT**

Any person wishing to address the City Council on general jurisdictional matters or consent calendar items may do so at this time. If you are commenting on an agenda item, your comments will be heard at the time that item is scheduled for discussion. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
Recommendation: Approve the February 4, 2026, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. Agreement with Rolls, Anderson & Rolls for Little League Grant Design
Recommendation: 1) Authorize the City Manager to enter into an agreement with Rolls, Anderson, and Rolls for the design and pre-construction work associated with the Live Oak Little League Per Capita Grant Project through California State Parks and authorize the City Manager to execute minor contract adjustments, subject to approval as to form by the City Attorney; and 2) Authorize the Finance Director to make a supplemental appropriation to amend Fiscal Year 2025-26 budget to be able to expend and receive funding for the Live Oak Little League Per Capita Grant Project through California State Parks, in the amount of \$177,952 within 1030-5705 and 010-4601 and take any other necessary actions to allocate the funding for use in accordance with state guidelines.
(Benajmin Moody, City Manager)

BUSINESS ITEMS

3. Permanent Local Housing Allocation (PLHA) - Subrecipient Agreement
Recommendation: 1) Adopt a resolution approving one (1) subrecipient agreement for the City's 2022 and 2023 Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD); and 2) Authorize the City Manager to execute the approved agreement and make any minor contract adjustments to comply with HCD's PLHA requirements, with approval by the City Attorney.
(Ethan Gutierrez, Finance Director)
4. FY2025-26 Mid-Year Budget Review and Check-In
Recommendation: Note and File Mid-Year Budget Review and Check-In for FY2025-26 and provide direction as appropriate.
(Ethan Gutierrez, Finance Director)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER REPORTS / COMMENTS / REQUESTS

ADJOURNMENT

CITY OF LIVE OAK
STAFF REPORT

Date: February 18, 2026
To: Honorable Mayor & Members of the City Council
From: Clarissa Menchaca, City Clerk

Subject: City Council Meeting Minutes

Background:

Submitted for approval are the February 4, 2026, City Council Regular Meeting minutes.

Recommendation:

Approve the February 4, 2026, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
FEBRUARY 4, 2026
6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

JERAMY CHAPDELAINE, MAYOR
AARON PAMMA, VICE MAYOR
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Chapdelaine at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:00 pm.

ROLL CALL

Present: Councilmembers Woten, Santana, Vice Mayor Pamma, and Mayor Chapdelaine

Absent: Councilmember Hernandez

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Mayor Pamma led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

There were no corrections and/or changes to the agenda.

PRESENTATIONS AND RECOGNITIONS

A. Senior Project Presentation – Farmers Market

Paulina Martinez provided a presentation for the Council.

PUBLIC COMMENT

The following member of the public addressed the Council: Shelly Austin.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

MOTION: APPROVE THE CONSENT AGENDA.
(MOTION: CHAPDELAINE; SECOND: PAMMA)

VOTE: MOTION PASSED 4-0-1
AYES: COUNCILMEMBERS WOTEN, SANTANA, VICE MAYOR PAMMA, AND MAYOR CHAPDELAINE
NOES: NONE
ABSENT: COUNCILMEMBER HERNANDEZ

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: January 21, 2026, City Council Regular Meeting minutes approved.
2. Approve the 2026 Feather River Air Quality Management District (FRAQMD) Board of Directors
Clarissa Menchaca, City Clerk
Council action: Approved the following appointments to the Feather River Air Quality Management District as required by Health and Safety Code Section 40152(b): City of Marysville Councilman Stuart Gilchrist as Director, City of Marysville Councilman Bruce Buttacovoli as Alternate Director, City of Yuba City Councilman Mike Pasquale as Director, City of Yuba City Councilman Wade Kirchner as Alternate Director, City of Wheatland Councilman Brian Abe as Director, and City of Wheatland Councilman John Abe as Alternate Director.

BUSINESS ITEMS

3. Yuba-Sutter Regional Safety Action Plan
Benjamin Moody, City Manager

Benjamin Moody, City Manager, introduced the item.

Adrian Engel, Fehr & Peers, provided a report for the Council.

Public Comment was opened and closed without any speakers.

**MOTION: ADOPT A RESOLUTION ADOPTING THE YUBA-SUTTER REGIONAL SAFETY ACTION PLAN.
(MOTION: WOTEN; SECOND: CHAPDELAINE)**

VOTE: MOTION PASSED 4-0-1

AYES: COUNCILMEMBERS WOTEN, SANTANA, VICE MAYOR PAMMA, AND MAYOR CHAPDELAINE

NOES: NONE

ABSENT: COUNCILMEMBER HERNANDEZ

Reference Resolution No. 02-2026.

4. Authorizing Submittal of an Application for Permanent Local Housing Allocation (PLHA) Funds and Approve PLHA Section 302(c)(4) Plan
Benjamin Moody, City Manager

Benjamin Moody, City Manager, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: **1) ADOPT A RESOLUTION APPROVING THE PERMANENT LOCAL HOUSING ALLOCATION FUNDS SECTION 302(c)(4) PLAN; 2) ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION FOR A PROJECT UTILIZING PERMANENT LOCAL HOUSING ALLOCATION FUNDS; AND 3) AUTHORIZE THE FINANCE DIRECTOR TO AMEND FISCAL YEAR 2025-26 BUDGET TO RECEIVE FUNDING AND ESTABLISH A FUND FOR PERMANENT LOCAL HOUSING ALLOCATION FUNDS IN THE AMOUNT OF \$136,641 AND TAKE ANY ACTIONS TO ALLOCATE THE FUNDING FOR USE IN ACCORDANCE WITH FEDERAL AND STATE GUIDELINES.**
(MOTION: CHAPDELAINE; SECOND: WOTEN)

VOTE: **MOTION PASSED 4-0-1**

AYES: **COUNCILMEMBERS WOTEN, SANTANA, VICE MAYOR PAMMA, AND MAYOR CHAPDELAINE**

NOES: **NONE**

ABSENT: **COUNCILMEMBER HERNANDEZ**

Reference Resolution Nos. 03-2026 and 04-2026.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

There were no items removed from the Consent Agenda for Council consideration and action.

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

City Manager Benjamin Moody provided an update on the tractor purchase, recognizing Vice Mayor Pamma and Parks and Recreation Director Luis Cibrian for securing a good deal on a used tractor. Mr. Moody provided an update on the progress of code enforcement efforts to remove graffiti from the Sunny's building on Broadway, as well as from the smoke shop and the gym. He reminded residents of the availability of the My Live Oak app as a convenient tool to report code enforcement matters and other community concerns. A status update was presented regarding the Citizens Initiative, noting that additional signatures are required to meet the established threshold. Lastly, he reported that the Leo Chesney Facility has been purchased by the Church of Glad Tidings through the Peace of Heaven group, and that a meeting is scheduled for Monday with the development representative retained by the new ownership to discuss future plans.

COUNCILMEMBER COMMENTS

Councilmember Santana inquired whether the graffiti had been identified as gang-related and whether those responsible were members of the Live Oak community. She also requested information regarding the number of deputies assigned to the night shift.

Vice Mayor Pamma touched on the upcoming Yuba Sutter Economic Development Committee meeting scheduled for Friday. He also recognized the Live Oak Lions Club for providing 55 holiday baskets to families in the community this past December and expressed appreciation for the organization's continued service and contributions to the community. Vice Mayor Pamma noted concerns regarding recent vehicle break-ins within the community, specifically in the KB Homes area, and expressed hope that law enforcement efforts will lead to a resolution. Additionally, he noted the positive turnout at the meeting and requested that a date be set for the Council's priority goal setting meeting to facilitate outreach and community engagement.

Councilmember Woten commented on his attendance at the Regional Housing Authority meeting. In reference to the recent vehicle break-ins, he expressed concern about the potential for an emerging trend of similar incidents occurring within Live Oak. He emphasized the importance of maintaining vigilance in the community, and encouraged residents to remain aware of their surroundings and to report suspicious activities. He also reported that the Waffle Shop and Pizza Factory were broken into earlier that morning and stressed the need for the community to remain proactive in keeping Live Oak safe. Lastly, Councilmember Woten asked about the status of a resolution regarding the receipt of reports from the Mosquito Vector Control Board representative.

Mayor Chapdelaine reported on his attendance at the recent Regional Housing Authority meeting. He noted that he is scheduled to attend several additional meetings next week, including SACOG and SBFCA, among others. Vice Mayor Chapdelaine expressed his appreciation to City staff for their continued hard work and thanked those in attendance for participating in the meeting. He also highlighted the upcoming priority goal-setting meeting scheduled to take place in March.

CLOSED SESSION

1. Significant Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2):
One case.

ADJOURNMENT

Mayor Chapdelaine adjourned the meeting to Closed Session at 7:06 pm.

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

CITY OF LIVE OAK STAFF REPORT

Date: February 18, 2026
To: Honorable Mayor & Members of the City Council
From: Luis Cibrian, Parks and Recreation

Subject: Agreement with Rolls, Anderson & Rolls for Little League Grant Design

Summary: Recommendation: 1) Authorize the City Manager to enter into an agreement with Rolls, Anderson, and Rolls for the design and pre-construction work associated with the Live Oak Little League Per Capita Grant Project through California State Parks and authorize the City Manager to execute minor contract adjustments, subject to approval as to form by the City Attorney; and 2) Authorize the Finance Director to make a supplemental appropriation to amend Fiscal Year 2025-26 budget to be able to expend and receive funding for the Live Oak Little League Per Capita Grant Project through California State Parks, in the amount of \$177,952 within 1030-5705 and 010-4601 and take any other necessary actions to allocate the funding for use in accordance with state guidelines.

Fiscal Impact: Supplemental appropriations in the amount of \$177,952 to fund 1030-5705 and 010-4601. No General Fund impact. Pre-construction and Design work - not to exceed \$35,000. Costs are fully reimbursable by the grant.

Purpose:

To contract with an engineering firm to initiate the design and pre-construction work associated with the Live Oak Little League Per Capita Project through California State Parks.

Background:

In December 2021, the City of Live Oak received a State Parks Per Capita Grant in the amount of \$177,952. The purpose of this grant is to support the enhancement and modernization of community recreational facilities that promote outdoor activities. The City entered into the grant contract on February 9, 2022, where the grant has been at a standstill for several years due to personnel changes.

The grant scope includes improvements focused at the northwest area of the Little League

Agenda Item 2.

facility to include the installation of a T-Ball field with additional field and irrigation improvements. The proposed project aims to upgrade infrastructure and amenities that will benefit the community needs.

The City has been collaborating with Live Oak Little League for more than 16 years, with a shared vision of continuing to provide safe environments that create positive experiences for the youth and families in our community. This past December, the City entered a new 10-year agreement with Live Oak Little League to show a continued partnership between both entities.

Analysis:

For many years Rolls, Anderson and Rolls has been providing services for the City as the City Engineer. The firm is very familiar with the location, existing infrastructure, City design standards, has existing survey data, established relationships, and are readily available to be able to provide the needed design and pre-construction work to meet the requirements of the Grant. Rolls, Anderson and Rolls is uniquely qualified to efficiently and most effectively perform the design and preconstruction work for the City.

Staff believes by contracting with Rolls, Anderson and Rolls for the design and pre-construction work represents the most effective and efficient approach to initiating this project. Rolls, Anderson and Rolls will perform services in accordance with the state funding requirements.

Fiscal Impact:

Supplemental appropriations in the amount of \$177,952 to fund 1030-5705 and 010-4601. No General Fund impact. Pre-construction and Design work - not to exceed \$35,000. Costs are fully reimbursable by the grant.

Recommendation:

1) Authorize the City Manager to enter into an agreement with Rolls, Anderson, and Rolls for the design and pre-construction work associated with the Live Oak Little League Per Capita Grant Project through California State Parks and authorize the City Manager to execute minor contract adjustments, subject to approval as to form by the City Attorney; and 2) Authorize the Finance Director to make a supplemental appropriation to amend Fiscal Year 2025-26 budget to be able to expend and receive funding for the Live Oak Little League Per Capita Grant Project through California State Parks, in the amount of \$177,952 within 1030-5705 and 010-4601 and take any other necessary actions to allocate the funding for use in accordance with state guidelines.

Attachments:

[LL Grant T-Ball Farm Field](#)
[City of Live Oak - Little League RRA](#)
[Professional Services Agreement](#)

City of Live Oak Web Mapping



1: 612

Legend

Address Points

- <all other values>
- Active, CAD
- Active, LOB
- Active, SCB
- Active, UNOFFICIAL
- Active, YCB
- Inactive, LOB
- Inactive, SCB
- Inactive, UNOFFICIAL
- Inactive, YCB
- Proposed, LOB
- Proposed, SCB
- Proposed, YCB
- Retired, LOB
- Retired, SCB
- Retired, UNOFFICIAL
- Retired, YCB
- Unknown, CAD
- Unknown, SCB
- Unknown, UNOFFICIAL



Building Footprints

Roads 1k - 10k

- 1
- 3
- 4
- 5



Railroads



Leaves 1k - 30k



Parcels 0k - 5k

2019 (.25')

- Red: Band_1
- Green: Band_2



LIVE OAK
CALIFORNIA

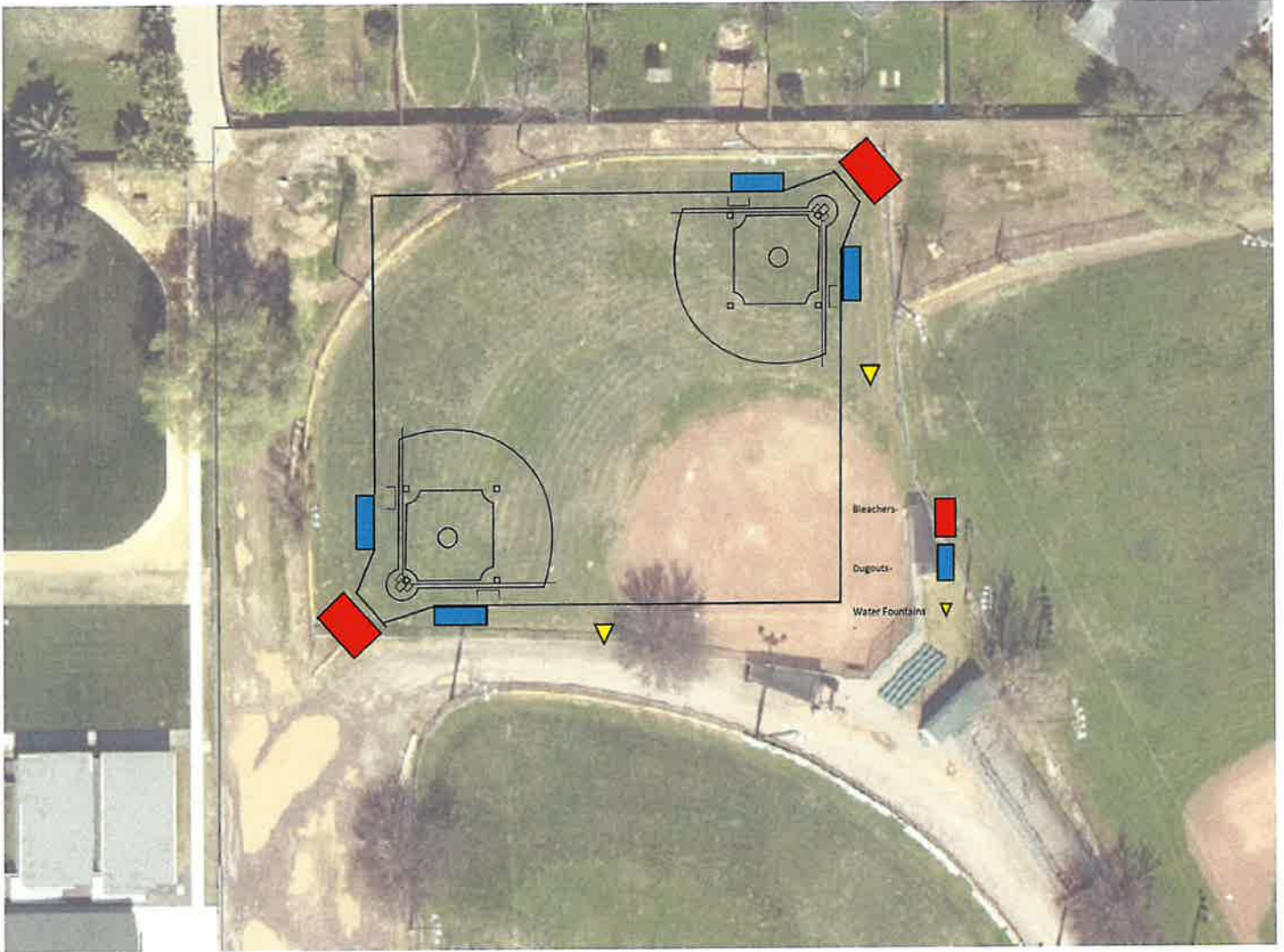
0.0 0 0.01 0.0 Miles

NAD_1983_StatePlane_California_II_FIPS_0402_Feet
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION





February 12, 2026

Mr. Ben Moody
City Manager
City of Live Oak
bmoody@liveoakcity.org

**SUBJECT: PROPOSAL FOR PROFESSIONAL SERVICES
CITY OF LIVE OAK LITTLE LEAGUE FIELD RENOVATION**

Dear Mr. Moody:

Based on our correspondence of the proposed site layout and field revisions, we propose to provide the following professional services:

- Task 1 - would involve attending a site meeting with City Parks and Recreation Department staff and Live Oak Little League representatives to assess their desired field revisions and associated appurtenances. Work would include reviewing the site for access to restrooms, utilities, parking and other amenities. pedestrian access, number of baseball field diamonds, field positions, field dimensions, fencing, seating and lighting would also be considered.
- Task 2 - would involve performing a topographic survey of the project area including trees over 2-inches in diameter, curbs, asphalt parking, fences, surface visible utilities, and ground shots.
- Task 3 - would involve importing and drafting the survey data in AutoCAD software.
- Task 4 - would involve preparation of a conceptual layout including locations and positioning of the baseball field(s), pedestrian paths and fencing. The layout would be provided to the City of Live Oak Parks and Recreation Department and Live Oak Little League for review and comment.
- Task 5 - would involve performing one round of revisions to the conceptual layout based on comments received from both of the above parties.
- Task 6 - would involve preparation of an engineer's estimate of preliminary quantities and costs for budgeting purposes.
- Task 7 - would involve providing color copies of the conceptual layout and attending a maximum of two public outreach events scheduled by the Parks and Recreation Department.
- Task 8 - would involve performing one round of revisions to the conceptual layout based on comments the Parks and Recreation Department received from the public.
- Task 9 - would involve providing the City Parks and Recreation Department with a final layout for review and approval. Subsequent tasks would not begin until a final layout has been approved.
- Task 10 - would involve preparation of a site grading and drainage plan that includes all areas of proposed revisions. We have assumed that all site revisions and improvements will not result in additional impervious hardscape that would require storm drain treatment or detention.
- Task 11 - would involve preparation of a site plan including construction notes for proposed features.
- Task 12 - would involve preparation of an irrigation plan. It is assumed that the existing irrigation system can be revised without any new water service connections. The irrigation plan would be limited to the area of the proposed "outfield" of the baseball diamond(s) for the purpose of irrigating turfgrass.
- Task 13 - would involve the preparation of a dimensioned site plan.
- Task 14 - would involve the preparation of an engineer's estimate of preliminary quantities and costs for construction purposes.
- Task 15 - would involve preparation of technical specifications for items designed by RAR.

Task 16 - would involve preparation of Construction Contract Documents for bidding purposes.

Task 17 - would involve providing technical support during the bid advertisement including preparation and distribution of addendums and responding to questions.

Work performed on the above tasks would be billed at time and material and assumes that prevailing wage rates are required for surveying field work.

The following items are not included in the above-described scope of professional services however, some items could be performed or included with the addition of a contract amendment during the survey process if needed:

1. Payment of any fees including title company fees, plan check fees, inspection fees, etc.
2. Performing a boundary survey.
3. Performing any redesign work after approval of the final site layout.
4. Performing soil analysis or testing (including percolation tests) or preparation of a geotechnical report.
5. Performing a drainage analysis of storm drain features upstream or downstream of the project area.
6. Layout or design of post-construction or "LID" features.
7. Design of pavement structural sections.
8. Design or preparation of plans for relocating existing utilities.
9. Preparation of utility company applications.
10. Preparation of a Stormwater Pollution Prevention Plan or Erosion and Sediment Control Plan. We have assumed a contractor would provide one or both of these plans plus required sampling and testing as part of their contract work.
11. Meetings and conference calls. Except as provided in Tasks 1 and 7, attendance at meetings or conference calls that are required by the owner, contractor or public agencies would be provided on a time and materials basis and would be an addition to the proposed cost.

Thank you for the opportunity to submit this proposal for your review and consideration. Please call if you have any questions.

Sincerely,

ROLLS, ANDERSON & ROLLS



Jeffrey I. Rabo, RCE 87152
Principal Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of February 18, 2026 by and between the City of Live Oak (“City”) and Rolls Anderson and Rolls (“Consultant”).

RECITALS

- A. The City Manager holds the authority under the Live Oak Municipal Code to execute this professional services agreement at this dollar amount for work related to enter into an agreement with Rolls, Anderson, and Rolls for the design and pre-construction work associated with the Live Oak Little League Per Capita Grant Project through California State Parks.
- B. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.
- C. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law, and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- D. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit “A,” subject to the direction of the City.
- 2. **Time of Performance.** The services shall commence upon execution of this Agreement, and shall continue until for a period not to exceed one year or until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. **Compensation- Engineering and management Services:** Compensation to be paid to Consultant is in accordance with Exhibit “A”, which is attached hereto and incorporated herein by reference and not to exceed \$35,000. Upon the mutual consent of both parties, the agreement can be extended on a monthly basis and at the billing rates then effect at the conclusion of the agreement. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to

the City at the time of payment. Method of Payment. Consultant shall submit monthly billing to City describing the services provided during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any applicable reimbursable expense. The invoices will be paid at the billings rates noted in the attached Exhibit "B". Any reimbursable expense will be agreed to by the City in advance. City shall pay Consultant within a reasonable time upon approval of the monthly invoice by City staff, such approval to not be unreasonably withheld.

4. Additional Services. At any time during the term of this Agreement, City may request that Consultant provide Additional Services. As used herein, "Additional Services" means any services which are determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City as evidenced by a specific Task Order that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services.
5. Termination. This Agreement may be terminated by the City at any time. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
6. Ownership of Documents. The City acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such services, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall not be held liable for any modification or reuse of the City-owned instruments of service for purposes outside this Agreement. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request. Nothing herein shall be construed as a limitation on Consultant's right to re-use

component design details, features and concepts on other projects, in other contexts or for other clients.

8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs relating to project for which Consultant’s services are rendered, or any publicity pertaining to the Consultant’s services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.
10. Consultant’s Books and Records

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
 - b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Clerk, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 9955 Live Oak Blvd., Live Oak, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's

services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

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

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2)).

- 13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Rolls Anderson & Rolls and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
- 16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, to the extent resulting from Consultant's negligence, recklessness or willful

misconduct, except for any such claim arising from the sole negligence, active negligence, reckless or willful misconduct of the City, its officers, agents, employees, or volunteers.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

**City of Live Oak
9955 Live Oak Blvd
Live Oak, CA 95953
Attn: Benjamin Moody**

**Email: Bmoody@liveoakcity.org
Phone: 530-695-2112**

If to Consultant:

**Rolls Anderson and Rolls Civil Engineers
115 Yellowstone Drive
Chico, CA 95973
Attn: Jeffrey I. Rabo**

**Email: jrabo@rarcivil.com
Phone: 530-895-1422**

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written

consent of the City. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of the City. Consultant shall be fully responsible to City for all acts or omissions of any subcontractor of Consultant. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has

not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

CITY OF LIVE OAK

Rolls Anderson and Rolls Civil Engineers

By: _____
Benjamin K. Moody, City Manager

By: _____
Title: _____

Tax ID No.: _____

Attachments: Exhibit A – Services Proposal (includes schedule of fees)
Exhibit B – Insurance Requirements

Exhibit “A”

Rolls Anderson & Rolls Civil Engineers Proposal Attached Dated February 18, 2026 Scope of Work

Task 1 - would involve attending a site meeting with City Parks and Recreation Department staff and Live Oak Little League representatives to assess their desired field revisions and associated appurtenances. Work would include reviewing the site for access to restrooms, utilities, parking and other amenities. pedestrian access, number of baseball field diamonds, field positions, field dimensions, fencing, seating and lighting would also be considered.

Task 2 - would involve performing a topographic survey of the project area including trees over 2-inches in diameter, curbs, asphalt parking, fences, surface visible utilities, and ground shots.

Task 3 - would involve importing and drafting the survey data in AutoCAD software.

Task 4 - would involve preparation of a conceptual layout including locations and positioning of the baseball field(s), pedestrian paths and fencing. The layout would be provided to the City of Live Oak Parks and Recreation Department and Live Oak Little League for review and comment.

Task 5 - would involve performing one round of revisions to the conceptual layout based on comments received from both of the above parties.

Task 6 - would involve preparation of an engineer’s estimate of preliminary quantities and costs for budgeting purposes.

Task 7 - would involve providing color copies of the conceptual layout and attending a maximum of two public outreach events scheduled by the Parks and Recreation Department.

Task 8 - would involve performing one round of revisions to the conceptual layout based on comments the Parks and Recreation Department received from the public.

Task 9 - would involve providing the City Parks and Recreation Department with a final layout for review and approval. Subsequent tasks would not begin until a final layout has been approved.

Task 10 - would involve preparation of a site grading and drainage plan that includes all areas of proposed revisions. We have assumed that all site revisions and improvements will not result in additional impervious hardscape that would require storm drain treatment or detention.

Task 11 - would involve preparation of a site plan including construction notes for proposed features.

Task 12 - would involve preparation of an irrigation plan. It is assumed that the existing irrigation system can be revised without any new water service connections. The irrigation plan would be limited to the area of the proposed “outfield” of the baseball diamond(s) for the purpose of irrigating turfgrass.

Task 13 - would involve the preparation of a dimensioned site plan.

Task 14 - would involve the preparation of an engineer’s estimate of preliminary quantities and costs for construction purposes.

Task 15 - would involve preparation of technical specifications for items designed by RAR

Task 16 - would involve preparation of Construction Contract Documents for bidding purposes.

Task 17 - would involve providing technical support during the bid advertisement including preparation and distribution of addendums and responding to questions.

Work performed on the above tasks would be billed at time and material and assumes that prevailing wage rates are required for surveying field work.

The following items are not included in the above-described scope of professional services however, some items could be performed or included with the addition of a contract amendment during the survey process if needed:

1. Payment of any fees including title company fees, plan check fees, inspection fees, etc.
2. Performing a boundary survey.
3. Performing any redesign work after approval of the final site layout.
4. Performing soil analysis or testing (including percolation tests) or preparation of a geotechnical report.
5. Performing a drainage analysis of storm drain features upstream or downstream of the project area.
6. Layout or design of post-construction or “LID” features.
7. Design of pavement structural sections.
8. Design or preparation of plans for relocating existing utilities.
9. Preparation of utility company applications.
10. Preparation of a Stormwater Pollution Prevention Plan or Erosion and Sediment Control Plan. We have assumed a contractor would provide one or both of these plans plus required sampling and testing as part of their contract work.
11. Meetings and conference calls. Except as provided in Tasks 1 and 7, attendance at meetings or conference calls that are required by the owner, contractor or public agencies would be provided on a time and materials basis and would be an addition to the proposed cost.

Exhibit “B”

Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. Consultant shall maintain limits no less than:

- | | |
|---|---|
| 1. Commercial General Liability, Including: | \$2,000,000 per occurrence and |
| Premises and Operations | \$2,000,000 general aggregate |
| Contractual Liability | |
| Personal Injury Liability | |
| Independent Contractors | |
| Bodily Injury, Property Damage | |
| 2. Automobile Liability: | \$1,000,000 per accident for |
| Owned, Non-Owned, | bodily injury and property |
| and Hired Autos | damage |
| 3. Workers’ Compensation: | As required by the State of California |
| 4. Employer’s Liability: | \$1,000,000 per accident for bodily injury or |
| | disease |
| 5. Professional Liability: | \$1,000,000 per claim and \$2,000,000 annual |
| | aggregate |

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day’s prior written notice has been provided to the City.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
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 Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the consultant, its employees, agents and subcontractor.

CITY OF LIVE OAK STAFF REPORT

Date: February 18, 2026
To: Honorable Mayor & Members of the City Council
From: Ethan Gutierrez, Finance

Subject: Permanent Local Housing Allocation (PLHA) - Subrecipient Agreement

Summary: Recommendation: 1) Adopt a resolution approving one (1) subrecipient agreement for the City's 2022 and 2023 Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD); and 2) Authorize the City Manager to execute the approved agreement and make any minor contract adjustments to comply with HCD's PLHA requirements, with approval by the City Attorney.

Fiscal Impact: The City will receive \$77,606 from the 2022 allocation and \$59,035 from the 2023 allocation for a total of \$136,641. \$129,800 for the Regional Housing Authority and the remainder amount of \$6,832 will be retained by the City for administrative costs.

Purpose:

To approve one (1) subrecipient agreement for the City's 2022 and 2023 Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD).

Background:

On February 4, 2026, City Council approved the City's recommended Permanent Local Housing Allocation Funds Section 302(c)(4) Plan for the 2022 and 2023 allocation. The 2022 allocation and 2023 allocation totaled \$136,641. The City Council approved Section 302(c)(4) Plan which included 5% of each years' allocation to the City for administration purposes. The remainder of the plan included \$129,800 for Activity 2.

(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory dwelling units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

Agenda Item 3.

Analysis:

The City has submitted the plan to HCD and is currently awaiting a response. Additionally, with the request for funds from HCD for PLHA funding, the City is required to have a contract or agreement established for the funding plan. Staff recommend approval of this agreement to move forward with drawing the 2022 and 2023 funding from HCD.

Fiscal Impact:

The City will receive \$77,606 from the 2022 allocation and \$59,035 from the 2023 allocation for a total of \$136,641. \$129,800 for the Regional Housing Authority and the remainder amount of \$6,832 will be retained by the City for administrative costs.

Recommendation:

1) Adopt a resolution approving one (1) subrecipient agreement for the City's 2022 and 2023 Permanent Local Housing Allocation (PLHA) funding from the California Department of Housing and Community Development (HCD); and 2) Authorize the City Manager to execute the approved agreement and make any minor contract adjustments to comply with HCD's PLHA requirements, with approval by the City Attorney.

Attachments:

[Exhibit A - Resolution - PLHA Subrecipient Agreement](#)

[Exhibit B - PLHA - Subrecipient Agreement Draft - Regional Housing Authority](#)

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK APPROVING THE SUBRECIPIENT AGREEMENT WITH
REGIONAL HOUSING AUTHORITY FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FUNDING**

WHEREAS, the California Department of Housing and Community Development (HCD) has issued a notice of funding availability for the City, as a non-entitlement local government, in the amount of \$136,641 with PLHA funding from the 2022-2023 allocations, to assist with the City's rehabilitation of affordable rental and ownership housing; and

WHEREAS, the City's approved PLHA plan includes funding for Activity 2 of the eligibility identified by HCD for PLHA funding; and

WHEREAS, Regional Housing Authority is eligible for PLHA funding under Activity 2; and

WHEREAS, the services provided by Regional Housing Authority qualify for PLHA funding under Activity 2; and

WHEREAS, the City desires to award PLHA funding to Regional Housing Authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Live Oak hereby:

1. Approves the subrecipient agreement for the City's 2022 and 2023 Permanent Local Housing Allocation funding, subject to approval as to legal form by the City Attorney; and
2. Authorizes the City Manager, to enter into, and make any minor contract adjustments to comply with HCD's PLHA requirements, the subrecipient agreement with Regional Housing Authority for the PLHA funding, subject to approval as to legal form by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 18th day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

APPROVED:

Jeramy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

AGREEMENT BETWEEN
CITY OF CITY YUBA
AND

FOR PEMANENT LOCAL
HOUSING ALLOCATION
(PLHA) FUNDING

THIS AGREEMENT, entered this 18th day of February 2026 by and between the City of Live Oak, California, a municipal corporation, (GRANTEE) and Regional Housing Authority (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized Pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins), which created the Building Homes and Jobs Trust Fund and the Permanent Local Housing Allocation ("PLHA") Program ("Program"), to provide funding Pursuant to Health and Safety Code, Section 50470 (b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") under a Notice of Funding Availability (the "NOFA"), dated February 26, 2020, to govern administration of the fund and carry out the Program.

WHEREAS, GRANTEE is a recipient of PLHA funding for use in funding eligible activities to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with City Resolution No. 25-____, desires to provide PLHA funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 25-, the City Manager is authorized to execute PLHA Agreement, on behalf of GRANTEE, that are within available allocated PLHA funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on February 18th, 2026 unless terminated earlier pursuant to the terms of this Agreement, shall continue until June 30, 2029 The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of PLHA funds or other PLHA assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the PLHA requirements and in a manner that meets the statewide goals.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the PLHA grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (PLHA Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Award Official Contact Information: Name and Address
- Funding Name: Permanent Local Housing Allocation

SUBRECIPIENT shall maintain all records required by the State October 2019 PLHA Final Guidelines specified in Section 500 and 501 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the PLHA program eligible activities;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with PLHA assistance;
- e) Records documenting compliance with the Housing First practices in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8);
- f) Financial records as required by HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(III) and subdivision (b)(2)(B)(IV) and subdivision (b)(3), and
- g) Other records necessary to document compliance in accordance with HSC Section 50470, subdivision (d). Reference cited: HSC Section 50470, subdivision (b)(2)(B)(ii)(IV) and subdivision (b)(3)

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and PLHA requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with an approved Proposed Budget by City and to be attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of PLHA funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed One hundred twenty-nine thousand, eight hundred dollars and 00/100 (\$129,800.00).

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form

acceptable to GRANTEE, on a quarterly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within thirty business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured PLHA funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of PLHA funds is subject to the control HCD, or other state agencies and should the PLHA funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate PLHA funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of PLHA funds governed by this Agreement shall be considered PLHA program income. All PLHA program income shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all PLHA program income is reserved specifically for services outlined in the Reuse Plan and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over PLHA funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

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 51% owned and controlled by minority group members or women.

SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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

SUBRECIPIENT shall comply with the requirements of the state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all state awards received and expended and the state programs under which they were received, including:

- The Program title and number,
- State award identification number and year,
- Name of the State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any PLHA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to PLHA 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 PLHA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a PLHA-assisted activity, or with respect to the proceeds of the PLHA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT .

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of PLHA funds, including PLHA program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any PLHA proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with PLHA funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with PLHA funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of PLHA funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) **I**

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

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

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent

otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

SUBRECIPIENT

19. AMENDMENTS

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 each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with 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.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Sutter County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

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

Attachments:

**EXHIBIT A: SCOPE OF WORK &
PROPOSED BUDGET**

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE
CITY OF LIVE
OAK

SUBRECIPIENT
REGIONAL HOUSING AUTHORITY

Ben Moody, City Manager

Gustavo Becerra, Executive Director



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

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www.RegionalHA.org

Scope of Work: Property Rehabilitation cost estimates

Date: February 11, 2026

Location: Live Oak, CA

Owner: Regional Housing Authority

1. Property: Butte View Estates (senior housing on Larkin Road)

Project Overview: Structural exterior repairs to four buildings and a comprehensive interior plumbing upgrade.

Exterior Structural Repairs:

- Scope: Repair sagging roof decking, soffits, eaves, and fascia boards across four (4) designated buildings.
- Estimated Cost: \$8,500.00

Plumbing Upgrades (ADA Compliance):

- Scope: Removal of existing toilets and installation of thirty-four (34) new ADA-compliant height toilets.
- Inclusions: New toilet seats, angle stops, supply lines, and all necessary mounting hardware.
- Estimated Material Cost: \$12,510.00
- Estimated Labor Cost: \$7,500.00
- Estimated Total Cost: \$20,010.00

2. Property: Live Oak Senior Village (senior housing on Date Street)

Project Overview: Interior cabinetry and door modernization to improve unit functionality. Existing cabinetry and closet doors are the originals from the 1980's

Cabinetry Refacing:

- Scope: Full replacement of all existing kitchen/bathroom cabinet doors and drawer fronts with new, modern units.
- Estimated Cost: \$44,250.00

Interior Door Replacement:

- Scope: Removal of old metal closet doors and installation of new high-quality six-panel closet doors across all units.
- Estimated Cost: \$62,493.00 (Labor & installation provided by Housing Authority staff)

Summary of Total Estimated Costs:

Property	Category	Estimated Total
Butte View Estates:	Roof & Structural	\$8,500.00
Butte View Estates:	Plumbing/ADA Upgrades	\$20,010.00
Live Oak Senior Village:	Cabinetry & Doors	\$106,743.00
Combined Total Estimate:		\$135,253.00

CITY OF LIVE OAK STAFF REPORT

Date: February 18, 2026
To: Honorable Mayor & Members of the City Council
From: Ethan Gutierrez, Finance

Subject: FY2025-26 Mid-Year Budget Review and Check-In
Summary: Recommendation: Note and File Mid-Year Budget Review and Check-In for FY2025-26.
Fiscal Impact: Informational Item Only.

Purpose:

To present and review expenditure and revenue projections with trends in comparison to the FY2025-26 Adopted/Amended Budget.

Background:

At the beginning of each fiscal year, Council adopts a budget set forth based on the context of information at hand. On a biannual basis, management goes back and revisits the adopted budget within the context of actions taken by City Council as well as the current trend of revenues and expenditures.

Analysis:

Presentation of financials.

Staff intends to bring recommendations forward in the coming months, as we make progress with strategically working through FY2025-26 and developing the FY2026-27 citywide budget.

Fiscal Impact:

As presented.

Recommendation:

Note and File Mid-Year Budget Review and Check-In for FY2025-26 and provide direction as appropriate.