



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
July 27, 2021

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

AGENDA **Closed Session 5:00PM/Open Session Immediately Following**

This meeting will be available in-person at the Activity Center, with a call-in option.

Dial: (530) 212-8376; Conference Code: 603692

Written comments must be sent to victoriaa@frrpd.com 1-hour prior to the meeting to be presented to the Board. If you need a special accommodation to participate in this meeting, please contact (530)533-2011.

CALL MEETING TO ORDER

ROLL CALL

Chairperson Steven Rocchi
Vice-Chairperson Shannon DeLong
Director Scott "Kent" Fowler
Director Devin Thomas
Director Clarence "Sonny" Brandt

PLEDGE OF ALLEGIANCE

CLOSED SESSION

- 1. Evaluation of General Manager, Pursuant to Government Code section 49457**
- 2. Property Negotiations, Pursuant to Government Code Section 54956.8**
Property: Feather River Trail

ANNOUNCEMENT(S) FROM CLOSED SESSION

PUBLIC COMMENT

The Board will invite anyone in the audience wishing to address the Board, on a matter not listed on the agenda, to state your name for the record and make your presentation. You are limited to three (3) minutes. *The Board cannot take any action except for brief response by the Board or staff to a statement or question relating to a non-agenda item.*

ACKNOWLEDGMENTS

Thank you, Park Volunteers, for your efforts during the July 10th Cleanup Event at Nelson Complex. Community members performed field maintenance and collected over 8 bags of garbage.

CONSENT AGENDA

Items listed on the Consent Agenda are considered routine and will be enacted, approved, or adopted by one motion unless a request for removal or explanation is received from a Board member, staff, or member of the public. Items removed shall be considered immediately following the adoption of the Consent Agenda.

- 1. June 22, 2021 Regular Board Meeting Minutes (Appendix A)**
- 2. June 2021 Financials (Appendix B)**

Consent Agenda Motion:

Vote:

ACTION ITEM(S)

- 1. Greater Oroville Partnership of Pastors and Ministerial Leaders Fee Waiver Request (Appendix C)**
Staff Report Provided by Victoria Anton.
Motion:
Vote:

- 2. FRRPD Template for Professional Services Agreement (Appendix D)**
Staff Report Provided by Shawn Rohrbacker.
Motion:
Vote:

- 3. Renew contract with Eagle Security for Activity Center Alarm and Fire System (Appendix E)**
Agreement Provided by Eagle Security: System Upgrades and Monitoring Fees.
Motion:
Vote:

Items 4 – 8: Resolutions to Transfer Funds for the Nelson Pool Supplemental Benefit Fund (SBF)

The following five resolutions for the Nelson Pool SBF Project are to allocate and transfer funds that were previously approved by the Board of Directors.

- 4. Resolution 1971-21:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE ALLOCATION UP TO \$750,000 UTILIZING THE GENERAL FUND, PARKLAND IMPACT, AQUATICS IMPACT AND BANK OF NEW YORK UMPQUA FUND TOWARD NELSON POOL SUPPLEMENTAL BENEFIT FUND (SBF) GRANT MATCHING FUNDS (Appendix J)
Motion:
Vote:

- 5. Resolution 1972-21:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF BANK OF NEW YORK (UMPQUA LOAN) PROJECT FUND TO THE GENERAL FUND IN THE AMOUNT OF \$188,857 TO PARTIALLY FUND NELSON POOL PROJECT SBF GRANT MATCHING FUNDS (Appendix G)
Motion:
Vote:

- 6. Resolution 1973-21:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF PARKLAND IMPACT FEE FUNDS TO THE GENERAL FUND IN THE AMOUNT OF \$250,000 TO PARTIALLY FUND NELSON POOL SBF GRANT MATCHING FUNDS (Appendix H)
Motion:
Vote:

- 7. Resolution 1974-21:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF AQUATIC IMPACT FUNDS TO THE GENERAL FUND IN THE AMOUNT OF \$61,000 TO PARTIALLY FUND NELSON POOL PROJECT SBF GRANT MATCHING FUNDS (Appendix I)
Motion:
Vote:

- 8. Resolution 1975-21:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE ALLOCATION OF THE RIVERBEND ADMIN INSURANCE PROCEEDS FUND IN THE AMOUNT OF \$200,000 TO PARTIALLY FUND NELSON POOL PROJECT SBF GRANT MATCHING FUNDS (Appendix F)

Motion:

Vote:

- 9. Resolution 1976-21:** A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE FINAL BUDGET FOR FISCAL YEAR 2021–2022 (Appendix K)

Motion:

Vote:

AMMENDED AGENDA ACTION ITEM:

- 10. Butte County Public Health (BCPH) CalFresh Grant for Fitness Stations at Riverbend Park**
(Appendix N)

Staff Report Provided by Shawn Rohrbacker.

Motion:

Vote:

NON-ACTION ITEM(S)

- 1. CSDA's 2021 Special District Leadership Academy** (Appendix L)
Conference Materials provided by SDLA.

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS (Appendix M)

UNFINISHED BUSINESS

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. Feather River Trail Project
2. Master Plan Finalization

ADJOURNMENT



FEATHER RIVER RECREATION & PARK DISTRICT

Regular Board Meeting
June 22, 2021

ACTIVITY CENTER

1875 Feather River Blvd.
Oroville, CA 95965

Draft Minutes

Open Session 5:30 PM

To provide access to meetings and maximize transparency, a live and interactive audio stream is available for all public board meetings with the following credentials:

Dial into the meeting: (530) 212-8376 Conference Code: 603692

CHAIRPERSON ROCCHI CALLED THE MEETING TO ORDER AT 5:32 PM.

ROLL CALL

Chairperson Steven Rocchi	<u>Present</u>
Vice-Chairperson Shannon DeLong	<u>Present</u>
Director Scott "Kent" Fowler	<u>Present</u>
Director Devin Thomas	<u>Present</u>
Director Clarence "Sonny" Brandt	<u>Present</u>

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

No comments were made.

ACKNOWLEDGMENTS

Thank you, Park Volunteers, for your efforts during the June 5th Cleanup Event at Martin Luther King Jr. Park. Community members collected over 20 bags of trash and debris.

CONSENT AGENDA

Items listed on the Consent Agenda are considered routine and will be enacted, approved, or adopted by one motion unless a request for removal or explanation is received from a Board member, staff, or member of the public. Items removed shall be considered immediately following the adoption of the Consent Agenda.

1. May 25, 2021 Regular Board Meeting Minutes

2. May 2021 Financials

3. RESOLUTION NO. 1965-21: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT ACKNOWLEDGING THE COMPLETION OF LIGHT POLES REPLACED AT MARTIN LUTHER KING JR. PARK Fixed Asset number 202106

4. RESOLUTION NO. 1966-21: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT ACKNOWLEDGING THE COMPLETION OF ROOF PROJECT AT PALERMO POOL Fixed Asset number 202105

Director Fowler made the motion to approve the consent agenda.

Director Brandt seconded the motion.

***The motion to approve the Consent Agenda passed with a unanimous vote.**

PUBLIC HEARINGS

1. Public Hearing: 2021-22 Fiscal Year Budget
2. Public Hearing: 2020-21 Engineers Report

No action was taken.

ACTION ITEMS

1. RESOLUTION NO. 1967-21: A RESOLUTION APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND ASSESSMENT AND ORDERING THE CONTINUATION OF ASSESSMENT FOR FISCAL YEAR 2021-21 FOR THE PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT OF THE FEATHER RIVER RECREATION AND PARK DISTRICT

Director Fowler made the motion to adopt Resolution 1967-21.

Director DeLong seconded the motion.

***The motion to adopt Resolution 1967-21 passed with a unanimous vote.**

2. RESOLUTION NO. 1968-21: A RESOLUTION OF THE FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS ADOPTING THE 2021-22 APPROPRIATIONS LIMITATIONS

Director Brandt made the motion to adopt Resolution 1968-21.

Director Fowler seconded the motion.

***The motion to adopt Resolution 1968-21 passed with a unanimous vote.**

3. Approve New Organization Chart

Director Fowler made the motion to approve the new organization chart.

Director DeLong seconded the motion.

***The motion to approve the new organization chart passed with a unanimous vote.**

4. Change Order Proposal to repair the swimming pool bond beam and related sections

Director Fowler made the motion to approve the change order proposal to repair the swimming pool bond beam and related sections.

Director DeLong seconded the motion.

***The motion to approve the change order proposal to repair the swimming pool bond beam and related sections passed with a unanimous vote.**

5. Proposal for Special Tax Consulting Services and Community Facilities District formation for the Feather River Recreation and Park District's River Ranch Subdivision Development

Director Brandt made the motion to approve the proposal for Special Tax Consulting Services and Community Facilities District formation for the Feather River Recreation and Park District's River Ranch Subdivision Development.

Director DeLong seconded the motion.

***The motion to approve the proposal for Special Tax Consulting Services and Community Facilities District formation for the Feather River Recreation and Park District's River Ranch Subdivision Development passed with a unanimous vote.**

6. Proposal for Park Impact Fee Nexus Study and Related Consulting Services

Director Fowler made the motion to approve the proposal for Park Impact Fee Nexus Study and Related Consulting Services.

Director DeLong seconded the motion.

***The motion to approve the proposal for Park Impact Fee Nexus Study and Related Consulting Services passed with a unanimous vote.**

7. RESOLUTION NO. 1969-21: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING NEW CREDIT CARD ACCOUNT CITI BANK COSTCO ANYWHERE BUSINESS CARD WITH CREDIT LIMIT UP TO \$5,000

Director Brandt made the motion to adopt Resolution 1969-21.

Director Fowler seconded the motion.

***The motion to adopt Resolution 1969-21 passed with a unanimous vote.**

8. Facility Use Agreement with Lake Oroville Little League

Director Fowler made the motion to approve the Facility Use Agreement with Lake Oroville Little League. Director Brandt seconded the motion.

***The motion to approve the Facility Use Agreement with Lake Oroville Little passed with a unanimous vote.**

9. RESOLUTION NO. 1970-21: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT REVISING SECTION 18: FUNCTIONS OF THE STANDING COMMITTEES AND AD-HOC COMMITTEES IN THE BOARD POLICES AND PROCEDURES HANDBOOK

Director Fowler made the motion to adopt Resolution 1970-21.

Director DeLong seconded the motion.

***The motion to adopt Resolution 1970-21 passed with a unanimous vote.**

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS

Committee and Staff reports were reviewed.

BOARD ITEMS FOR UPCOMING AGENDA(S)

2020-21 Budget Schedule: Remaining Meetings

July 27th - Adoption of Final Budget

July 31st - Submit Final Budget to Butte County

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 7:12 PM.

Feather River Recreation & Park District
 Profit & Loss Budget Performance
 June 2021

Fiscal year not closed. Waiting on county reports and bank statements for reconciliation. Year end adjustments will be posted to close fiscal. NOT FINAL report.

Ordinary Income/Expense	Jun 21	Budget	\$ Over Budget	Staff Comments	Jul '20 - Jun 21	YTD Budget	\$ Over Budget	Staff Comments	Annual Budget
Income									
4100 - Tax Revenue	45,000		45,000	Accrual. Staff estimated tax revenue. County final June report not received until August 2021	1,889,521	1,800,000	89,521		1,800,000
4150 - Tax Revenue (BAD)					272,926	297,536	(24,610)		297,536
4300 - Program Income									
4350 - Discounts & Credits	(1,200)	(46)	(1,154)		(4,298)	(550)	(3,748)		(550)
4351 - Loss of Program Revenue COVID					(2,174)				
4300 - Program Income - Other	70,297	37,917	32,380	Classes \$3.1k, Aquatics \$2.2k, Events \$1k, Rentals \$8.3k, Gym \$13.7k, Preschool \$13.5k, Camp \$28.6k	470,499	455,000	15,499		455,000
Total 4300 - Program Income	69,097	37,871	31,226		464,027	454,450	9,577		454,450
4400 - Donation & Fundraising Income	1,054	167	887		6,812	2,000	4,812		2,000
4600 - Other Income		17	(17)		512	200	312		200
4900 - Interest Income		833	(833)		17,525	10,000	7,525		10,000
4905 - Interest Income - BAD		167	(167)		1,844	2,000	(156)		2,000
Total Income	115,151	39,055	76,096		2,653,167	2,566,186	86,981		2,566,186
Gross Profit	115,151	39,055	76,096		2,653,167	2,566,186	86,981		2,566,186
Expense									
5000 - Payroll Expenses									
5010 - Wages & Salaries	74,020	79,235	(5,215)		895,849	996,825	(100,976)		996,825
5020 - Employer Taxes	6,380	7,566	(1,186)		78,275	95,187	(16,912)		95,187
5030 - Employee Benefits	13,338	16,147	(2,809)		159,935	203,151	(43,216)		203,151
5040 - Workers Comp	4,606	4,514	92		55,103	56,798	(1,695)		56,798
Total 5000 - Payroll Expenses	98,344	107,462	(9,118)		1,189,162	1,351,961	(162,799)		1,351,961
5031 - GASB 68 Benefit Expense					56,394	59,610	(3,216)		59,610
5100 - Advertising & Promotion	331	346	(15)		1,196	4,150	(2,954)		4,150
5120 - Bank Fees	466	500	(34)		7,153	6,000	1,153		6,000
5130 - Charitable Contributions						2,500	(2,500)		2,500
5140 - Copying & Printing	746	750	(4)		8,707	9,000	(293)		9,000
5155 - Employment New Hire Screen	136	148	(12)		434	1,772	(1,338)		1,772
5160 - Dues, Mbrshps & Subscriptions	60	130	(70)		7,676	8,300	(624)		8,300
5170 - Education & Development	705	279	426	\$625 Exec Admin Annual Exhibitor Conference, \$80 lifeguard cert	1,605	3,350	(1,745)		3,350
5175 - Equipment Rental		321	(321)		3,391	3,850	(459)		3,850
5180 - Equipment, Tools & Furn (<\$5k)									
5182 - Operating ET&F		242	(242)		281	2,900	(2,619)		2,900
5184 - Program ET&F		392	(392)		4,361	4,700	(339)		4,700
5186 - Site/Shop ET&F	390	833	(443)	\$390 Forbestown ceiling fans	1,795	10,000	(8,205)		10,000
5187 - IT Computer/Hardware Technology		733	(733)		2,407	8,800	(6,393)		8,800
5188 - IT Computer/Software Technology	1,848	1,775	73		21,867	21,300	567		21,300
Total 5180 - Equipment, Tools & Furn (<\$5k)	2,238	3,975	(1,737)		30,711	47,700	(16,989)		47,700
5200 - Insurance					118,557	129,000	(10,443)		129,000
5210 - Interest Expense - Operating	171	250	(79)		2,547	3,000	(453)		3,000
5225 - Postage & Delivery	8	100	(92)		1,063	1,200	(137)		1,200
5230 - Professional & Outside Svcs									
5232 - Accounting					24,700	28,000	(3,300)		28,000
5233 - Bands/Recreation	500	400	100		800	800			800
5234 - Board Stipends	700	1,000	(300)		7,400	12,000	(4,600)		12,000
5235 - Recreation Instructors	167		167		196		196		
5236 - Legal	1,489	1,250	239		10,968	15,000	(4,032)		15,000
5237 - Contract Janitorial	4,717	6,385	(1,668)	Nelson closed, no janitorial service	60,916	76,625	(15,709)		76,625
5239 - Outside Service Admin/Consult	938	5,600	(4,662)		36,527	86,000	(49,473)		86,000
Total 5230 - Professional & Outside Svcs	8,511	14,635	(6,124)		141,507	218,425	(76,918)		218,425
5260 - Repairs & Maintenance									

Feather River Recreation & Park District
 Profit & Loss Budget Performance
 June 2021

Fiscal year not closed. Waiting on county reports and bank statements for reconciliation. Year end adjustments will be posted to close fiscal. NOT FINAL report.

	Jun 21	Budget	\$ Over Budget	Staff Comments	Jul '20 - Jun 21	YTD Budget	\$ Over Budget	Staff Comments	Annual Budget
5261 - Building R&M	333	2,083	(1,750)		5,581	25,000	(19,419)		25,000
5262 - Equip Repairs & Small Tools	378	1,208	(830)		21,054	14,500	6,554		14,500
5263 - General R&M	36	750	(714)		1,737	9,000	(7,263)		9,000
5264 - Grounds R&M	3,194	5,417	(2,223)		54,865	65,000	(10,135)		65,000
5265 - Janitorial Supplies	1,225	2,333	(1,108)		15,679	28,000	(12,321)		28,000
5266 - Vandalism Repair	89	417	(328)		4,073	5,000	(927)		5,000
5267 - Vehicle R&M	1,933	500	1,433	\$1.7k repair fuel inspector/tires F150	8,280	6,000	2,280		6,000
5268 - Aquatics Pool R&M	885	2,500	(1,615)		23,796	30,000	(6,204)		30,000
5269 - Outside Contractor/Services R&M	1,124	833	291		23,252	10,000	13,252		10,000
Total 5260 - Repairs & Maintenance	9,197	16,041	(6,844)		158,317	192,500	(34,183)		192,500
5270 - Security	1,187	1,667	(480)		7,258	20,000	(12,742)		20,000
5280 - Supplies - Consumable									
5281 - Misc Staff & Uniforms Supplies	42	500	(458)		1,658	6,000	(4,342)		6,000
5282 - Office Supplies	183	417	(234)		1,663	5,000	(3,337)		5,000
5284 - Program Food	917	692	225		9,275	8,300	975		8,300
5286 - Program Supplies	845	575	270		6,753	6,900	(147)		6,900
5287 - Safety Supplies	108	310	(202)		3,065	3,725	(660)		3,725
5289 - Site Supplies		83	(83)		6	1,000	(994)		1,000
Total 5280 - Supplies - Consumable	2,095	2,577	(482)		22,420	30,925	(8,505)		30,925
5290 - Taxes, Lic., Notices & Permits		406	(406)		6,179	4,875	1,304		4,875
5300 - Telephone/Internet	1,162	1,153	9		13,474	13,840	(366)		13,840
5310 - Transportation, Meals & Travel									
5312 - Air, Lodging, Other Travel		58	(58)			700	(700)		700
5314 - Fuel	2,147	2,508	(361)		19,661	30,100	(10,439)		30,100
5316 - Meals		8	(8)			100	(100)		100
5318 - Mileage	40	96	(56)		669	1,150	(481)		1,150
Total 5310 - Transportation, Meals & Travel	2,187	2,670	(483)		20,330	32,050	(11,720)		32,050
5320 - Utilities									
5322 - Electric	12,085	10,125	1,960		114,983	121,500	(6,517)		121,500
5324 - Garbage	1,699	1,929	(230)		23,918	23,150	768		23,150
5326 - Gas/Propane	167	609	(442)		4,292	7,310	(3,018)		7,310
5328 - Sewer	290	350	(60)		4,198	4,200	(2)		4,200
5329 - Water	16,542	11,058	5,484		156,771	134,745	22,026		134,745
Total 5320 - Utilities	30,783	24,071	6,712		304,162	290,905	13,257		290,905
Total Expense	158,327	177,481	(19,154)		2,102,243	2,434,913	(332,670)		2,434,913
Net Ordinary Income	(43,176)	(138,426)	95,250		550,924	131,273	419,651		131,273
Other Income/Expense									
Other Income									
4200 - Impact Fee Income	120,424				399,607				
4500 - Grant/Reimbursed Expense Income	154,023			SBF Jun21 Nelson/Trail	511,233				
4650 - Insurance Proceeds					463,850				
4910 - Interest Income - Impact Fees					6,861				
Total Other Income	274,447				1,381,551				
Other Expense									
5102 - Insurance Claim Expense	255				52,067				
7210 - Debt Interest Expense	7,574	7,574	0		93,946	93,945	1		93,945
Total Other Expense	7,829	7,574	255		146,013	93,945	52,068		93,945
Net Other Income	266,618	(7,574)	274,192		1,235,538	(93,945)	1,329,483		(93,945)
Net Income	223,442	(146,000)	369,442		1,786,462	37,328	1,749,134		37,328

Feather River Recreation & Park District
Balance Sheet Prev Year Comparison
As of June 30, 2021

8:22 PM
07/12/2021
Accrual Basis

NOT FINAL- NOT RECONCILED
NOT POSTED: YEAR END ADJUSTMENTS,
FINAL YEAR END RECONCILIATIONS.
BANK STATEMENTS AND COUNTY FUNDS
NOT CLOSED

	Jun 30, 21	Jun 30, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 · Treasury Cash				
1010.1 · Treasury Cash - General	1,196,491	1,031,278	165,213	16%
1010.2 · Treasury Cash - Reserve	302,494	332,494	-30,000	-9%
1010.3 · Treasury Admin Ins Proceeds	216,525	216,525	0	0%
1010.4 · Treasury Ins Proceeds Playtown	46,534	-12,596	59,130	469%
Total 1010 · Treasury Cash	1,762,044	1,567,701	194,343	12%
1020 · Imprest Cash	1,000	584	416	71%
1030 · BofW - Merchant Acct.	49,404	44,848	4,556	10%
1031 · BofW Project INS PROCEEDS	79	1,198,560	-1,198,481	-100%
1040 · Fund 2610 - BAD	15,710	38,475	-22,765	-59%
1050 · Impact Fees				
1051 · Impact - Parklands	646,635	450,884	195,751	43%
1052 · Impact - Public Use	74,195	29,723	44,472	150%
1053 · Impact - Aquatics	104,276	63,397	40,879	64%
Total 1050 · Impact Fees	825,106	544,004	281,102	52%
Total Checking/Savings	2,653,343	3,394,172	-740,829	-22%
Accounts Receivable	-8,263	20,730	-28,993	-140%
Other Current Assets				
1300 · Grant/Scholarship Receivable	154,023	31,470	122,553	389%
1302 · FEMA Riverbend Claim A/R	2,839	2,839	0	0%
1320 · Umpqua Bank Project Fund	188,856	188,856	0	0%
Total Other Current Assets	345,718	223,165	122,553	55%
Total Current Assets	2,990,798	3,638,067	-647,269	-18%
Fixed Assets				
1410 · Land	627,494	627,494	0	0%
1420 · Buildings & Improvements	15,924,992	15,029,020	895,972	6%
1430 · Equipment & Vehicles	1,874,141	1,150,139	724,002	63%
1440 · Construction in Progress				
1443 · CIP Riverbend Restoration RB99	0	635,153	-635,153	-100%
1448 · CIP Nelson SBF NE99	601,737	102,678	499,059	486%
1450 · CIP Feather River Trail FRT99	15,085	2,393	12,692	530%
1451 · CIP Playtown Bathroom Fire	521,424	171,716	349,708	204%
Total 1440 · Construction in Progress	1,138,246	911,940	226,306	25%
1499 · Accumulated Depreciation	-5,433,828	-5,433,828	0	0%
Total Fixed Assets	14,131,045	12,284,765	1,846,280	15%
Other Assets	239,004	239,004	0	0%
TOTAL ASSETS	17,360,847	16,161,836	1,199,011	7%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	188,081	489,944	-301,863	-62%
Credit Cards	687	-81	768	948%
Other Current Liabilities				
2100 · Payroll Liabilities	76,219	100,929	-24,710	-24%
2400 · Deposits/Refunds to Customers	2,618	0	2,618	100%

**NOT FINAL- NOT RECONCILED
NOT POSTED: YEAR END ADJUSTMENTS,
FINAL YEAR END RECONCILIATIONS.
BANK STATEMENTS AND COUNTY FUNDS
NOT CLOSED**

	Jun 30, 21	Jun 30, 20	\$ Change	% Change
2405 · Deferred Revenue	21,158	23,317	-2,159	-9%
Total Other Current Liabilities	99,995	124,246	-24,251	-20%
Total Current Liabilities	288,763	614,109	-325,346	-53%
Long Term Liabilities				
2954 · Ford Motor Vehicle Loan	29,208	46,413	-17,205	-37%
2955 · Umpqua Bank Tax Exempt Bond A	2,614,914	2,832,815	-217,901	-8%
2960 · Umpqua Bank Taxable Bond B	87,000	114,000	-27,000	-24%
2975 · GASB 68 CalPERS Liab Valuation	1,074,605	1,074,605	0	0%
Total Long Term Liabilities	3,805,727	4,067,833	-262,106	-6%
Total Liabilities	4,094,490	4,681,942	-587,452	-13%
Equity				
3010 · Imprest Cash Reserve	1,000	1,000	0	0%
3020 · General Reserve	20,000	20,000	0	0%
3030 · Investment in Assets	12,354,765	12,354,765	0	0%
3040 · General Fund Balance	-1,754,519	-1,754,519	0	0%
3050 · Benefit Assessment District	38,475	38,475	0	0%
3060 · Impact Fees (general)	541,792	541,792	0	0%
3099 · Undistributed Retained Earnings	278,381	640,193	-361,812	-57%
Net Income	1,786,462	-361,812	2,148,274	594%
Total Equity	13,266,356	11,479,894	1,786,462	16%
TOTAL LIABILITIES & EQUITY	17,360,846	16,161,836	1,199,010	7%

Feather River Recreation & Park District
Detail Fixed Asset & Bonds
As of June 30, 2021

	Date	Source Name	Memo	Amount	Balance
1010.3 - Treasury Admin Ins Proceeds					216,525
Total 1010.3 - Treasury Admin Ins Proceeds					216,525
1010.4 - Treasury Ins Proceeds Playtown					49,192
Total 1010.4 - Treasury Ins Proceeds Playtown					46,534
Total 1010 - Treasury Cash					263,059
1031 - BofW Project INS PROCEEDS					79
Total 1031 - BofW Project INS PROCEEDS					79
1302 - FEMA Riverbend Claim A/R					2,839
Total 1302 - FEMA Riverbend Claim A/R					2,839
1320 - Umpqua Bank Project Fund					188,856
Total 1320 - Umpqua Bank Project Fund					188,856
1410 - Land					627,494
Total 1410 - Land					627,494
1420 - Buildings & Improvements					15,903,777
Total 1420 - Buildings & Improvements	06/05/2021	DAWSON LANDSCAPE	MLK WATER MAIN REPLACE FIXED ASSET 202106	21,215	15,924,992
				21,215	15,924,992
1430 - Equipment & Vehicles					1,874,141
Total 1430 - Equipment & Vehicles					1,874,141
1440 - Construction in Progress					984,222
1448 - CIP Nelson SBF NE99					452,646
Total 1448 - CIP Nelson SBF NE99	06/25/2021	STREAMLINE ENGINEERING	CONSULT REPAIR ASSESSMENT NELSON POOL SBF	475	453,121
	06/30/2021	HOLIDAY POOL CONSTRUCTION	#3 BILLING NELSON POOL SBF GRANT	148,615	601,736
				149,090	601,736
1450 - CIP Feather River Trail FRT99					10,152
Total 1450 - CIP Feather River Trail FRT99	06/01/2021	Dept of Fish and Wildlife	PERMIT FISH/WILDLIFE TRAIL PROJECT SBF	4,933	15,085
				4,933	15,085
1451 - CIP Playtown Bathroom Fire					521,424
Total 1451 - CIP Playtown Bathroom Fire					521,424
Total 1440 - Construction in Progress				154,023	1,138,245
2955 - Umpqua Bank Tax Exempt Bond A					-2,614,914
Total 2955 - Umpqua Bank Tax Exempt Bond A					-2,614,914
2960 - Umpqua Bank Taxable Bond B					-87,000
Total 2960 - Umpqua Bank Taxable Bond B					-87,000

Feather River Recreation & Park District
Check Register
June 2021

6:38 PM
07/12/2021
Accrual Basis

Date	Num	Name	Memo	Credit
06/03/2021	89451	AFLAC	JRF86 MAY21 PREMIUMS	1,546.28
06/03/2021	89452	PREMIER ACCESS	1000548827 JUN21 PREMIUMS	993.65
06/03/2021	89453	HUMANA INSURANCE CO.	657103-001 JUN21 PREMIUMS	70.00
06/03/2021	89454	BLUE SHIELD OF CALIFORNIA	4004625 JUN21 PREMIUMS	7,428.93
06/03/2021	89455	ALL THINGS CLEANING	PARKS RESTROOMS JANITORI.	5,109.00
06/03/2021	89456	ALPINE PORTABLE TOILET SERVICE	PORTABLE TOILET RENTAL	2,989.00
06/03/2021	89457	AT&T - CALNET	PHONES	95.33
06/03/2021	89458	Butte County Dept. of Public Health	POOL PERMITS	828.00
06/03/2021	89459	CALF. WATER SERVICE	Acct 520857777 12/20/20-1/19/21	9,126.82
06/03/2021	89460	FORD MOTOR CREDIT COMPANY LLC	TRUCK PAYMENTS	1,645.94
06/03/2021	89461	George Roofing	ROOF PALERMO POOL BATHR(C	8,060.00
06/03/2021	89462	GRIFFIN, JORDAN	REFUND	152.00
06/03/2021	89463	Northstar Engineering	SBF TRAIL GRANT PROJECT	467.16
06/03/2021	89464	TWSD	WATER NELSON	1,001.02
06/03/2021	89465	VERIZON WIRELESS	WIRELESS PHONES 842045253	6.75
06/03/2021	89466	WAL-MART CAPITAL ONE	STATEMENT 638691	77.89
06/03/2021	89467	Williams Electric Company, Inc	3 LIGHT POLES MLK	8,500.00
06/03/2021	89468	BRANDT, CLARENCE SONNY	BOD STIPEND	200.00
06/03/2021	89469	FOWLER, SCOTT KENT	BOD STIPEND	100.00
06/03/2021	89470	ROCCHI, STEVE	BOD STIPEND	200.00
06/03/2021	89471	THOMAS, DEVIN	BOD STIPEND	100.00
06/03/2021	89472	BANKCARD CENTER	STATEMENT 9693	2,291.11
06/03/2021	89473	COMCAST	Acct#8155600190189780 PHONE	378.36
06/03/2021	89474	BALSER, MICHELLE	REFUND	30.00
06/03/2021	89475	BANKCARD CENTER	STATEMENT 4607	979.37
06/03/2021	89476	COMCAST	Acct# 8155 60 019 0233893	134.51
06/03/2021	89477	P.G. & E.	PGE3/24/21-4/22/21	10,173.49
06/03/2021	89478	SOUTH FEATHER WATER & POWER	007771-000	84.44
06/03/2021	89479-516	PAYROLL	PAYROLL ITEMS	27,708.06
06/17/2021	89517	All Metals Supply, Inc.	HUB STUD/NUT	58.18
06/17/2021	89518	BETTER DEAL EXCHANGE	Acct#701960	99.89
06/17/2021	89519	BOBCAT OF CHICO	BOBCAT MAINTENCE	267.91
06/17/2021	89520	BUTTACAVOLI, BRUCE	6/18/21 CONCERT GUILTY AGAI	250.00
06/17/2021	89521	Butte County Sheriff's Office	SHERIFF WORK CREW	320.00
06/17/2021	89522	CARTER LAW OFFICE	LEGAL	297.50
06/17/2021	89523	CERVANTES ORTIZ, JOSE	REIMBR DOJ	68.00
06/17/2021	89524	CINTAS	JANITORIAL SUPPLIES	481.49
06/17/2021	89525	COMP	PRE EMPLOYMENT SCREEN	46.50
06/17/2021	89526	DAWSON LANDSCAPE	MLK WATER MAIN	21,215.00
06/17/2021	89527	DAWSON OIL COMPANY	62765 FUEL	1,897.70
06/17/2021	89528	ERICKSON, EMILIA.	REFUND DOJ	68.00
06/17/2021	89529	EWING	IRRIGATION	1,954.32
06/17/2021	89530	FORD MOTOR CREDIT COMPANY LLC	TRUCK PAYMENTS	1,645.94
06/17/2021	89531	GANANIAN, GREG	6/25/21 CONCERT: HELLCAT M/	250.00
06/17/2021	89532	HOBBS PEST SOLUTIONS, INC.	PEST CONTROL	150.00
06/17/2021	89533	HOME DEPOT	HOME DEPOT STATEMENT	247.58
06/17/2021	89534	Industrial Power Products	TRIMMER PARTS	158.70
06/17/2021	89535	JACKSON'S GLASS	WINDOW REPAIR	258.56
06/17/2021	89536	JC NELSON SUPPLY	TRASH BAGS	815.73
06/17/2021	89537	Knorr Systems, Inc	POOL PARTS	79.60
06/17/2021	89538	Lincoln Aquatics	POOL CHEMICALS	457.13
06/17/2021	89539	MAZES CONSULTING	IT SUPPORT/SUBSCRIPTIONS	2,991.09
06/17/2021	89540	MJB Welding Supply	WELDING MATERIAL	356.05
06/17/2021	89541	NORTH YUBA WATER DISTRICT	2695 FBT WATER	30.00
06/17/2021	89542	PELTZER, DEBORAH.	MILEAGE	21.62
06/17/2021	89543	RECOLOGY BUTTE COLUSA COUNTIE	TRASH ALL SITES	1,536.04
06/17/2021	89544	RENTAL GUYS, INC.	HIGH WEED EATER	182.60
06/17/2021	89545	RIEBES AUTO PARTS	TRUCK PARTS	718.16
06/17/2021	89546	ROTO-ROOTER	PLUMBING	320.00

Feather River Recreation & Park District
 Check Register
 June 2021

6:38 PM
 07/12/2021
 Accrual Basis

Date	Num	Name	Memo	Credit
06/17/2021	89547	Staples	STAPLES STATEMENT 3721	103.45
06/17/2021	89548	SURPLUS CITY	CONEX RENTAL	255.00
06/17/2021	89549	Tractor Supply Co.	TRACTOR SUPPLY STATEMENT	323.04
06/17/2021	89550	TWSD	4-112.01 WATER NELSON	1,908.16
06/17/2021	89551	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	789.53
06/17/2021	89552	UPGRADED LIVING MAGAZINE	CONCERT IN PARK AD	395.00
06/17/2021	89553	VALENCIA, ESTELA.	EXPENSE REIMBR	130.56
06/17/2021	89554	Valley Truck & Tractor, Inc.	BACKHOE REPAIR	3,615.38
06/17/2021	89555	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	499.99
06/17/2021	89556	WILSON, ROBERT BRIAN	MILAGE STIPEND	40.00
06/17/2021	89557	ALPINE PORTABLE TOILET SERVICE	PORTABLE TOILET RENTAL	2,658.00
06/17/2021	89558	EAGLE SECURITY SYSTEMS INC.	Acct# 7203237 - Qtrly Monitoring	343.68
06/17/2021	89559	FOLEY, CONNIE	REFUND CAMP	450.00
06/17/2021	89560	WILSON, ROBERT BRIAN	EXPENSE REIMBR	137.57
06/17/2021	89561-598	PAYROLL	PAYROLL ITEMS	28,315.55
06/30/2021	89599	HUMANA INSURANCE CO.	657103-001	65.00
06/30/2021	89600	AT&T - CALNET	PHONE LINES	94.74
06/30/2021	89601	AVERY'S	OIL CHANGE	68.81
06/30/2021	89602	BRIGGS FIRESTONE, INC.	F150 2007 REPAIR	1,592.73
06/30/2021	89603	CALF. WATER SERVICE	WATER OROVILLE SITES	22,678.79
06/30/2021	89604	COMCAST	Acct#8155600190189780 PHONE	545.88
06/30/2021	89605	DURHAM RECREATION & PARK DIST	LIFEGUARDS	166.50
06/30/2021	89606	EWING	IRRIGATION	443.36
06/30/2021	89607	Fairhill Backflow	BACKFLOW TESTING	480.00
06/30/2021	89608	FEATHER RIVER RECREATION & PARK	REPLENISH PETTY CASH	756.88
06/30/2021	89609	ROTO-ROOTER	TENNIS BATHROOMS	135.00
06/30/2021	89610	Sunrise Environmental Scientific	CLEANING PRODUCTS	527.29
06/30/2021	89611	VERIZON WIRELESS	WIRELESS PHONES 842045253	6.54
06/30/2021	89612	WAL-MART CAPITAL ONE	STATEMENT 638691	11.87
TOTAL				<u>195,258.70</u>



STAFF REPORT

DATE: JULY 27, 2021

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: VICTORIA ANTON, EXECUTIVE ADMINISTRATOR

RE: GREATER OROVILLE PARTNERSHIP OF PASTORS FEE WAIVER REQUEST FOR PICNIC EVENT AT RIVERBEND PARK

SUMMARY

The Greater Oroville Partnership of Pastors and Ministerial Leaders is hosting an “all church” gathering on Sunday, September 19th at Riverbend Park. The group will follow guidelines to limit the spread of COVID as advised by local and state health officials. The current rental fee for public events at Riverbend Park is \$1,500 and includes staff time, the amphitheater, two pavilions, and surrounding grass areas. This multi-church gathering is a free community event to promote fellowship.

Per District policy, fee waivers may be granted to 501C3 non-profit organizations, schools, service clubs or other public agencies. The General Manager may approve fee waivers from 10%-50% of the rental fee.

RECOMMENDATION

Review and discuss fee waiver request.

Option 1: Waive a portion or all fees for upcoming event.

Option 2: Do not grant fee waiver request.

ATTACHMENT(S)

Fee waiver request form.



Request for Co-Sponsorship/Fee Waiver Form

Organization/Group: The greater Coville Area Partnership of Pastor
 Contact Person: Mike Brown Phone: (530) 624-5556
 Event Name: All Church Gathering
 Date of Event: 9/19/2021
 Brief Description of Event: Area Church gathering to promote fellowship with a pianist music

Co-Sponsorship Request

Fee Waiver

- Will your event have vendors? Yes No
 If yes, how many vendors? _____ Fee charged to vendors? _____
- Do you plan to receive any money from participants? Yes _____ No _____
 If yes, how much? N/A
- What is your benefit of a co-sponsor and/or discount?

- What is FRRPD's benefit of a co-sponsor and/or discount?
The event provides an opportunity for churches to come together
- What are your responsibilities as a co-sponsor? exposing their membership to our Parks
- What are FRRPD's responsibilities as a co-sponsor?

Signature: Michael Brown Date: 7-8-2021

FOR OFFICE USE ONLY

Received By: _____		Date: _____	
_____ Approved by General Manager		_____ Approved By Board of Directors	
_____ Date Approved		_____ Date Approved	
_____ % of Fees Waived (Up to 50%)		_____ % of Fees Waived (Up to 50%)	



STAFF REPORT

DATE: JULY 27, 2021

TO: FRRPD BOARD OF DIRECTORS

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

RE: FRRPD TEMPLATE FOR PROFESSIONAL SERVICES AGREEMENT

SUMMARY

The District does not currently have a Contract or “Agreement” template to use when hiring consultants for professional services. These services in the past of been provided under the contract language provided by the consultant, which is usually written with the best interest of the consultant in mind, not the District. The City of Chico has been kind enough to let us use their current template. FRRPD attorney Jeff Carter has also reviewed and approved this draft.

RECOMMENDATION

Highly recommend approving this Draft Agreement for use in future Professional Service contracts and agreements.

ATTACHMENTS

Agreement template.

FEATHER RIVER RECREATION AND PARK DISTRICT (FRRPD)

PROFESSIONAL SERVICES AGREEMENT

OMNI-MEANS, INC., A GHD COMPANY

Architect/Consultant/Engineer

MAP REVIEW SERVICES 2018

Project Title

863-615-5400/(Various Nos.)

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 2021, between the Feather River Recreation and Park District, a California Special District under the laws of the State of California, (District), and **Omni-Means, Inc., A GHD Company, a California corporation, (Consultant).**

SECTION 1 - DESCRIPTION OF PROJECT

District desires to undertake that certain project (Project) described in EXHIBIT A, entitled DESCRIPTION OF PROJECT, and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE, and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

District and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise District, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if

appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until District has determined that such professional service is beyond the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as Amendment No. 1 and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled COMPENSATION. Amounts due to Consultant from District for professional service rendered shall be evidenced by the submission to District by Consultant of an invoice, prepared in a form satisfactory to District, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to District so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. District will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then District shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to District that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to District the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or District to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of District. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF DISTRICT

To the extent appropriate to the Project contemplated by this Agreement, District shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as District's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define District's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever District observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with Consultant's [performance of or failure to perform the Professional Services use of District premises](#) under this Agreement, including without limitation the payment of [and and](#) all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its directors, officials, officers, employees, agents, or volunteers.

SECTION 8 - INSURANCE

Any requirements by District that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled INSURANCE PROVISIONS.

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for District under this Agreement on file for at least four years following the date of final payment to Consultant by District. Any duly authorized representative(s) of District shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to District's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to District, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either District or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

District may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or District statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If District's General Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of **Section 2R.04.180 of the Chico Municipal Code (the District's Conflict of Interest Code)**, then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the District under this Agreement. In such event, District's requirements are set forth in EXHIBIT E, entitled CONFLICT OF INTEREST PROVISIONS, to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

District and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of

this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to District.

9.8 Integration; Amendment

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in [the County of Butte, California](#)~~that state~~. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, District shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, **base map** files in AutoCAD format, specifications, and the like with respect to services performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to District for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon District's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon District's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, District may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for District to the date of such termination.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To District: General Manager
 Feather River Recreation and Park District
 1875 Feather River Blvd.
 Oroville, CA 95965

To Consultant: Omni-Means, Inc., A GHD Company
 943 Reserve Drive, Suite 100
 Roseville, CA 95678

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled SPECIAL PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

DISTRICT:

CONSULTANT:

Shawn Rohrbacker, District Manager

By: _____

Title: _____

APPROVED AS TO FORM:

John Jeffery Carter, FRRPD Attorney



Customer Contract No.: EAG0719211257AS

Date: _____

CLIENT NAME: FRRPD - Feather River Recreation & Activity Center ("Client")

EMAIL: victoriaa@frrpd.com TAX ID/SSN (Commercial Only): _____

INSTALL AT: 1875 Feather River Blvd Oroville CA 95966
Address City State Zip

BILL TO: 1875 Feather River Blvd Oroville CA 95966
 (same as above) Address City State Zip

The party first shown above (DEALER) agrees to install or cause its authorized agent to install and to service, without liability and not as an insurer, during the term of this Agreement, a system as described on the quotation/proposal dated 4/8/2021 which becomes part of this Agreement. The parties acknowledge that wherever the term "Dealer" is used in this Agreement, such provision shall include and relate to any authorized agent or Dealer. All installed AES equipment is the personal property of the dealer, all other equipment is the personal property of the: Client Dealer.

This Agreement applies to the following services: (Check all that apply.)

- Burglar Alarm Monitoring Remote Services Response (Alarms) Bronze QA Protection Plan
- Hold-up Alarm Monitoring Wireless Communication Response (Patrol) Silver QA Protection Plan
- Fire and/or Sprinkler Monitoring Access Control Services Response (Guard Service) Gold QA Protection Plan
- Fire Inspection Video Services

Open/Close Reports - Email: _____ same as above Other _____

Auto-Notification - Cell Carrier: _____ Cell No: _____ and/or Email: _____ same as above

Contract includes video equipment and/or video services: YES NO. Customer agrees to comply with all federal, state and local laws regarding the notice of the existence of surveillance cameras or audio recording devices installed by Dealer and agrees to indemnify and hold Dealer harmless for any claim related thereto. Initial: X _____

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION \$ 727.00 \$ TBD \$ 727.00 (\$ 363.50) \$ 363.50
Tax Total (Down Payment) Balance Upon Completion

SERVICES \$ 159.51 \$ 0.00 \$ 159.51 Quarterly Tax Exempt
(per month) Tax Total Payment Mode

NOTES

Install Bosch Security & Fire System per Proposal Dated 4/8/2021. Client Product Education as Needed. Agreement Includes Continuation of Annual Test & Inspection. *Any Required Plans & Permits to be Billed Separately.

Service Premise Number _____ Password/Passcode _____ BUTTE COUNTY SHERIFF 9075 / FIRE 2168
Dispatch Agency (Dealer will fill in)

Emergency Notification

*AP = Authorized Person. Marking AP below gives contact full access to account information and to make changes on account.

1.) Name: _____ Primary No.: _____ Secondary No.: _____
Email Address: _____ Password/Passcode: _____ AP*

2.) Name: _____ Primary No.: _____ Secondary No.: _____
Email Address: _____ Password/Passcode: _____ AP*

3.) Name: _____ Primary No.: _____ Secondary No.: _____
Email Address: _____ Password/Passcode: _____ AP*

Monitored alarm systems communicate with Central Station via wired (landline, Internet) and/or wireless (radio/cell) communication technologies. For systems using wired communication technologies, we highly recommend installing a secondary communication path or replacing it with a wireless technology. Maintaining continuous communication is important for any system that protects life and property by means of police, fire, or medical panic alarms. Communication failures keep your alarms from reaching our monitoring station. A back-up or wireless communication path offers additional protection against these types of failures.

- Approve Back-up/Wireless Communication Path
- Decline Back-up/Wireless Communication Path
- Understand Back-up/Wireless Communication Path Unavailable

Initial X

LIMITED WARRANTY

1. Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT SERVICE AND/OR GOODS PROVIDED, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER TO THE WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS, EQUIPMENT OR SERVICES.
2. In the event any part of the equipment installed shall become defective or inoperative under normal use within ninety (90) days from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
3. If CLIENT shall discover a defect in the products supplied under this Agreement or the services provided hereunder, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defects so that the defect can be cured, if necessary.
4. DEALER shall not be liable for repair or replacement in the event of damage to material or equipment, caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.
5. CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and the DEALER makes no representation or warranty, that the system or service supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring, and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgment in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal right and you may also have other rights, which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN. In certain states alarm agents are licensed and regulated. In this state, the agency is BSIS and CSLB

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3 ON PAGE 3. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRORATED MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED. THIS AGREEMENT IS FOR A TERM OF THREE YEAR(S) FROM THE DATE INSTALLATION IS COMPLETED.

INITIAL HERE X X AS

IF THIS AGREEMENT IS FOR COMMUNICATION SERVICES THE PARTIES ACKNOWLEDGE THAT DEALER WILL NOT TAKE, ACCEPT OR STORE ANY MESSAGES, DATA OR INFORMATION THAT CONTAINS PROTECTED HEALTH INFORMATION AS SET FORTH IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME, PRIOR TO MIDNIGHT FIFTH BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM.

WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY 10/1/2021 AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY 120 WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

DEALER AGENT Eagle Security Systems
 ADDRESS 2700 Hegan Lane #112
 CITY Chico STATE CA ZIP 95928
 PHONE 530.345.6395 LIC. NO C-10#1053224,
AC07862
 APPROVED BY [Signature] DATE 7/19/21
 SIGNATURE X

SUBJECT TO TERMS ON PAGE 3, INCLUDING PARAGRAPH 13.

CLIENT
SIGNATURE X DATE

CLIENT
PRINT NAME

DEALER NAME Eagle Security Systems
 ADDRESS 2700 Hegan Lane #112
 CITY Chico STATE CA ZIP 95928
 APPROVED BY
 SIGNATURE X DATE

TITLE

1. DEALER agrees to install or cause to be installed, in the premises of the CLIENT, alarm equipment and devices, and to provide a centrally monitored signaling system necessary to transmit signals from the premises of the CLIENT to DEALER'S central monitoring station, in accordance with the attached Security System Quotation. Upon completion of installation, DEALER will thoroughly instruct the CLIENT in the proper use of the security system. DEALER will not be responsible to monitor any devices for alarm or supervisory conditions that are not electrically connected by DEALER.
2. After the initial term, this Agreement shall automatically renew for additional terms of one (1) year unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal thereof. Upon termination of this Agreement for any reason, except for cancellation at the end of the initial term or any renewal term as provided for herein, all services by DEALER will terminate, and in addition to any payments due for services rendered, the CLIENT shall be liable for liquidated damages for the breach of the contract for the amount due from the date of default to the end of the term of the Agreement. This provision for liquidated damages is agreed upon between the parties due to the inability of computing the actual costs of disconnecting and removing the Dealer's equipment, and the loss of the value of the unexpired portion of the Agreement. In the event CLIENT fails to pay the amount of liquidated damages and/or the amount then due for services previously rendered, the CLIENT agrees to pay the DEALER all costs of collection, including without limitation, reasonable attorney's fees.
3. DEALER shall have the right, at any time, to increase the charges provided herein, to reflect any additional taxes, fees, or charges relating to the service provided under the terms of this Agreement, which may hereafter be imposed on DEALER by any utility or government agency, and CLIENT agrees to pay same. So that DEALER may properly adjust its rates to meet changing costs, DEALER may, at any time after the expiration of one (1) year from the date of this Agreement, increase the annual monitoring/service charges upon giving the CLIENT notice in writing. In the event the increase exceeds more than 10% and CLIENT is unwilling to pay the increased charges, CLIENT may terminate this Agreement upon giving notice in writing to DEALER within thirty (30) days from the date of notice of the increase. CLIENT'S failure to notify DEALER within said thirty (30) days shall constitute CLIENT'S acceptance of the increase.
4. CLIENT shall be in default of this Agreement for (a) failure to pay the installation charge, (b) failure to pay the monitoring/service charge when due, (c) failure to perform any other obligation under this Agreement. Upon CLIENT'S default, DEALER shall have the right to terminate this Agreement ten (10) days after written notice of default, if after such notice CLIENT has not cured the default. In the event of any default of this Agreement by CLIENT, DEALER shall have the right to accelerate and immediately collect all remaining monitoring/service charges due during the term of the Agreement, including all costs and expenses incurred by DEALER in collecting any moneys due and owing by CLIENT to DEALER hereunder, reasonable attorney's fees, costs, pre-judgment interest, and any other reasonable and related expenses of collection.
5. DEALER agrees to monitor the system from the time CLIENT causes the system to be activated until CLIENT causes the system to be deactivated. Upon receipt of a signal indicating an unauthorized entry into CLIENT'S premises or an emergency, the DEALER'S operator will use reasonable efforts to identify the signal and, when warranted, will transmit notice of said signal to the local authority having jurisdiction. If instructed to do so by CLIENT in writing, DEALER will also notify an agent designated in writing by CLIENT. CLIENT agrees to give DEALER a list of names of all persons who shall have the right to enter the premises between any regularly scheduled times for opening and closing the premises and who may be called upon for a key to enter CLIENT'S premises during such periods.
6. **CENTRAL STATION ALARM:** If DEALER has installed a central station alarm, DEALER shall, without warranty, use reasonable efforts to do the following to the extent the service is selected by CLIENT.
- Upon receipt of a burglar alarm signal or access control door alarm signal, transmit the alarm to the public police department (public agency) unless CLIENT'S premises is located in a jurisdiction which requires third party verification prior to dispatching a police officer, in which case, DEALER will contact a private security firm (private agency) to provide verification.
 - Upon receipt of a hold-up alarm signal, transmit the alarm to the public or private agency as applicable.
 - Upon receipt of a manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to the public or private agency as applicable.
 - Upon receipt of an auxiliary, trouble, supervisory or other special signal, notify CLIENT or public or private agency as applicable.
 - Upon receipt of an audio signal indicating an authorized entry into CLIENT'S premises, DEALER'S operator will use reasonable efforts to identify the sound, and when warranted transmit notice of said alarm to the public or private agency.
- F. **HOWEVER, IN MODIFICATION OF THE FORGOING, CLIENT UNDERSTANDS THAT VERIFICATION OF CERTAIN OUTSIDE MONITORING SYSTEMS OR REPETITIVE FALSE ALARMS AS WELL AS CHANGES IN LOCAL ORDINANCE MAY REQUIRE DEALER TO MODIFY ITS STANDARD DISPATCH PROCEDURES. AS A RESULT, SECURITY PROTECTION OR GUARD SERVICES MAY BE REQUIRED TO BE DISPATCHED IN LIEU OF LOCAL POLICE RESPONSE. CLIENT AGREES THAT, NOTWITHSTANDING THE TERMS OF THE CLIENT AGREEMENT, DEALER MAY DISPATCH SUCH THIRD PARTY SECURITY PROTECTION OR GUARD SERVICE RESPONSE IN LIEU OF LOCAL POLICE RESPONSE WHEN INDICATED BY DEALER'S STANDARD DISPATCH PROCEDURES. CLIENT ALSO AGREES THAT IN SUCH INSTANCES, DEALER MAY INCREASE CONTRACT CHARGES TO REFLECT ANY UNANTICIPATED RESULTING INCREASED FEES AND EXPENSES.**
7. CLIENT hereby authorizes and empowers DEALER, its agents or assigns, to install the aforesaid system in the designated premises, to service the system, and to make any necessary inspections, tests, and repairs as required. CLIENT understands that alternative or additional protection can be installed at CLIENT'S request and expense. CLIENT acknowledges that DEALER has no way of knowing of the existence of hidden pipes, wires or other obstructions within walls or other concealed spaces, and it is CLIENT'S obligation to make DEALER aware of such conditions, failing which DEALER shall have no responsibility whatsoever for any damage that may be caused. The CLIENT agrees to furnish any necessary electric current through CLIENT'S meter and at CLIENT'S own expense. It is mutually agreed that the work of installation, repair or service by the DEALER shall be performed between the hours of 8am and 5pm, exclusive of Saturdays, Sundays, and holidays.
8. It is understood and agreed that upon termination DEALER may remove or abandon, in whole or in part, the system if owned by DEALER, without obligation to repair or redecorate any portion of the CLIENT'S premises. DEALER'S removal or abandonment shall not constitute a waiver of the right to collect any charges, which may have been accrued or may be due hereunder. CLIENT shall maintain insurance adequate to cover the replacement cost of DEALER'S equipment in the custody and control of CLIENT.
9. DEALER retains the right to recover any wireless communication equipment upon termination or expiration of contract. In such event, CLIENT grants DEALER the right to enter the premises to recover equipment.
10. **This Agreement may be canceled, without previous notice, at the option of DEALER, in the event DEALER'S central station connection link or the equipment within the CLIENT'S premises is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, and may likewise be canceled at the option of the CLIENT in the event of such occurrences. CLIENT shall be liable for any delinquent payments of services previously rendered, DEALER may transfer or assign this Agreement to any financial institution or other alarm company, DEALER may use subcontractors to provide monitoring services and the provisions of this Agreement and particularly paragraph 6 shall apply to any assignee of DEALER. DEALER may sell, transfer and assign all of its rights to payment under this Agreement together with its right to payment under any other agreement between DEALER and CLIENT to a financing company ("Assignee"). DEALER will continue to provide the services required under this Agreement including monitoring and repair services. CLIENT agrees and consents to any sale, transfer and assignment of this contract to Assignee.**
11. CLIENT agrees to perform system checks as instructed by DEALER in order to ascertain if the system is properly functioning. CLIENT acknowledges that DEALER'S obligation hereunder relates solely to the services set forth above and to the service of the specified security system, and that DEALER is in no way obligated to insure the operation of the system or to maintain or service CLIENT'S property or the property of others to which DEALER'S system is connected. DEALER shall perform repairs as soon as reasonably possible after receipt of notice. CLIENT is solely responsible for proper maintenance of any devices utilizing batteries; or any sprinkler system including provision of heat where necessary and acknowledges that DEALER has no responsibility for the operation or non-operation of its equipment unless the sprinkler system is at all times in sound working order.
12. DEALER assumes no liability for delays in installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of DEALER, including interruption of alarm transmission, and will not be required to supply service to the CLIENT while such cause continues. CLIENT agrees to immediately notify DEALER of any malfunctions of the communication link used by this equipment.
13. **LIMITATIONS OF DAMAGES:**
- It is understood and agreed by the parties hereto that DEALER is not an insurer and that insurance, if any, covering personal injury and property loss or damage on CLIENT'S premises shall be obtained by CLIENT, at CLIENT'S sole expense; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to this value of CLIENT'S property or the property of others located on CLIENT'S premises; that DEALER makes no guarantee, representation or warranty including any implied warranty of merchantability or fitness for particular purpose that the system or service supplied will avert or prevent occurrences or the consequences therefrom which the system or service is intended to detect or avert, except for the provisions of the Limited Warranty as it may apply to any loss occurring while this Agreement is in force and if such warranty is in effect in conjunction with this Agreement.
 - CLIENT acknowledges it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the DEALER'S obligations or a failure or malfunction in the system to properly operate because of, among other things, the uncertain amount or value of CLIENT'S property or the property of others which may be lost or damaged; the uncertainty of the response time of the public or private agency or other authority; the inability to ascertain what portion, if any, of any loss would be proximately caused by DEALER'S failure to perform any of its obligations or failure of its equipment to properly operate; or the nature of the services to be performed by DEALER.
 - CLIENT UNDERSTANDS AND AGREES THAT IF DEALER SHOULD BE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE EQUIPMENT TO PROPERLY OPERATE, DEALER'S LIABILITY SHALL BE LIMITED TO TWO THOUSAND DOLLARS (\$2,000), AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE AND SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY FROM PERFORMANCE OR NON-PERFORMANCE OF ANY OF DEALER'S OBLIGATIONS OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF DEALER, ITS EMPLOYEES OR AGENTS.
 - In the event that the CLIENT wishes DEALER to assume greater liability, CLIENT may, as a matter of right, obtain from DEALER a higher limit by paying an additional amount to DEALER, and a rider shall be attached hereto setting forth such higher limit and additional amount. But this additional obligation shall in no way be interpreted to hold DEALER as an insurer.
 - When CLIENT has the property of others in its custody, or the security system extends to protect the persons or property of others, CLIENT agrees to and shall indemnify, defend and hold harmless DEALER, its employees, and agents for and against all claims brought by such persons or owners of said property arising out of the DEALER service under this Agreement. This provision shall apply to all claims regardless of cause including DEALER'S performance or failure to perform and including defects in products, design, installation, service, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of DEALER, its employees or agents, but this provision shall not apply to claims for loss or damage solely and directly caused by an employee of DEALER while on CLIENT'S premises for the purposes of installing a system or equipment.
 - CLIENT acknowledges that the system installed or services provided is as requested and is suitable to his purpose, and unless defects or omissions are called to DEALER'S attention, in writing, within five (5) days after completion of installation or immediately upon commencement of services, CLIENT accepts the system and/or services as is.
14. All claims, actions, or proceedings, legal or equitable, against DEALER must be commenced in court within one (1) year after the cause of action has occurred or the act, omission or event occurred from which the claim, action, or proceeding arises, whichever is earlier, without judicial extension of time, or said claim, action, or proceeding is barred, time being of the essence of this paragraph.
15. CLIENT acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to THE DEALER and to any subcontractors engaged by DEALER to provide maintenance, installation, or service provided herein. CLIENT hereby waives his right to recovery for any loss covered by insurance on the premises or its contents to the extent permitted by any policy or by law.
16. If there is any conflict between this Agreement and CLIENT'S purchase order, or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement. This Agreement is not assignable by CLIENT except upon advance written consent of DEALER.
17. It is mutually understood and agreed that any representation, promise, advertising, or other statement, condition, inducement or warranty, express or implied, whether written or verbal, not included in writing in this Agreement shall not be binding upon any party and that the Agreement may not be altered, modified, or otherwise changed at any time except with the written consent of each of the parties hereto, and in the form of an addendum to the Agreement. If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
18. If this Agreement is for the provisions of Guard or Patrol Services, the Client agrees that the following additional terms and conditions apply:
- CLIENT indemnifies and holds DEALER harmless from and against all liability or loss and against any claim or actions, including the cost of defense of any such claim or action, based upon or arising out of damage or injury to any person or property caused by or sustained in connection with DEALER or its employees, contractors or agents, complying with the direction, instruction or guidance of the CLIENT or its employees, contractors, or agents or resulting from the negligence, actions or inaction of such parties.
 - CLIENT acknowledges that DEALER'S provision of guard and/or patrol services is at the request of and direction of CLIENT and that the suitability or sufficiency of the number of guards or patrols is the sole responsibility of CLIENT. DEALER makes no representation or warranty regarding the number of guards or patrols or particular training or capabilities of employees.
 - In the event of an emergency or if protective action is required, DEALER'S employee shall contact emergency services and shall not be required to intervene, except as may be specifically set forth in any scope of work or addendum hereto.
19. If CLIENT'S operations are subject to governmental regulations with respect to security services and products, CLIENT will notify Vyanet before any product is installed or service initiated and shall make those regulations available to Vyanet for review prior to any work being performed. Vyanet makes no representation or warranty that any security services or products installed meet any such governmental regulations and disclaim any responsibility related to such regulations. CLIENT acknowledges that such regulations may change from time-to-time and that compliance with such regulations is the sole responsibility of CLIENT and any required upgrades or modifications shall be at CLIENT'S expense.

	Client Initials	AS	Dealer Initials
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THE BRONZE SHIELD PROTECTION PLAN



\$1,000.00 LOSS COVERAGE

We will pay up to \$1,000.00 of any loss, in a protected and monitored area if a forced entry or active fire is undetected due to a malfunction of your equipment or lack of personnel response. Also covers loss due to patrol response negligence.



VYANET MOBILE APP

Use our Vyanet Mobile App to check your alarm history and timer tests at any time, from anywhere, using your smartphone or tablet. Does not apply to Patrol Response.

FALSE ALARM COVERAGE

In the event of a false alarm due to a system error, we will pay up to \$100.00 in fines annually if we are unable to successfully advocate for the removal of said fines. This does not cover fines incurred due to user error, communications company actions, or acts of God.

FREE INTERACTIVE CAMERA

Receive faster police responses to verified break-ins and reduce false alarm fines when your video camera catches live events. Includes one free indoor camera compatible with the Honeywell Total Connect app. Cameras viewed by clients only through app. Does not apply to Video Surveillance systems.

EMERGENCY SERVICE GUARANTEE

Diagnosis of any technical support issue, by a qualified service technician, within 24 business hours from the time of your emergency service request.**

REMOTE DOWNLOAD SUPPORT

We will provide downloadable remote support for your security equipment once annually during business hours for needs such as system programming, code changes, troubleshooting, and scheduling. Customers must have cell or IP connection to enable this feature. Does not apply to Commercial Fire or Patrol Response services.

THE SILVER SHIELD PROTECTION PLAN



\$5,000.00 LOSS COVERAGE

We will pay up to \$5,000.00 of any loss, in a protected and monitored area if a forced entry or active fire is undetected due to a malfunction of your equipment or lack of personnel response.



PERFORMANCE GUARANTEE

You can request a qualified service technician to professionally test and inspect your system and ensure it is working at peak performance once annually. Does not apply to Commercial Fire systems, required inspections, nor cover trip fees for repairs. Covers up to 25 devices.

INTERACTIVE MOBILE APP

Use our Interactive Mobile App to check your alarm history and timer tests at any time, from anywhere, using your smartphone or tablet. Also, included is our interactive app to arm/disarm your system and much more. Does not apply to Patrol Response. Due to NFPA code, Commercial Fire systems limited to view only app. Available only for compatible systems.

PARTS & LABOR GUARANTEE

Covers all repair parts, equipment, and labor costs associated with returning system to its previous functioning state. This excludes batteries, trip fees, and problems caused by acts of God or misuse. This guarantee does not apply to Commercial Fire Systems, functioning devices, or Patrol Response.

FALSE ALARM COVERAGE

In the event of a false alarm due to a system error, we will pay up to \$250.00 in fines annually if we are unable to successfully advocate for the removal of said fines. This does not cover fines incurred due to user error, communications company actions, or acts of God.

2 FREE INTERACTIVE CAMERAS

Receive faster police responses to verified break-ins and reduce false alarm fines when video cameras catch live events. Includes 2 free indoor cameras compatible with the Honeywell Total Connect app. Cameras viewed by clients only through app. Does not apply to Video Surveillance Systems.

UPGRADE COVERAGE

Covers up to \$250.00 in parts and labor expenses towards communications upgrades, radio monitoring connection and certain upgrade add-ons.** Does not apply to Commercial Fire or Patrol Response.

EMERGENCY SERVICE GUARANTEE

Diagnosis of any technical support issue, by a qualified service technician, within 24 business hours from the time of your emergency service request.**

REMOTE DOWNLOAD SUPPORT

We will provide downloadable remote support for your security equipment once monthly as needed during business hours for system programming, code changes, troubleshooting, and scheduling. Customers must have cell or IP connection to enable this feature. Does not apply to Commercial Fire or Patrol Response services.

THE GOLD SHIELD PROTECTION PLAN



\$10,000.00 LOSS COVERAGE

We will pay up to \$10,000.00 of any loss, in a protected and monitored area if a forced entry or active fire is undetected due to a malfunction of your equipment or lack of personnel response.



PERFORMANCE GUARANTEE

You can request a qualified service technician to professionally test and inspect your system to ensure it is working at peak performance once annually. Does not apply to Commercial Fire systems or required inspections. Covers up to 50 devices and one monthly trip fee.

INTERACTIVE OR INTEGRATED MOBILE APP

Use our Interactive or Integrated App to check your alarm history and timer tests at any time, from anywhere, using your smartphone or tablet. Also, included is our interactive app to arm/disarm your system and so much more. Does not apply to Patrol Response. Due to NFPA code, Commercial Fire systems limited to view only app. Available only for compatible systems.

PARTS & LABOR GUARANTEE

Covers all repair parts, equipment, and labor costs associated with returning system to its previous functioning state. This excludes batteries, trip fees, and problems caused by acts of God or misuse. This guarantee does not apply to Commercial Fire Systems, functioning devices, or Patrol Response.

FALSE ALARM COVERAGE

In the event of a false alarm due to a system error, we will pay up to \$500.00 in fines annually if we are unable to successfully advocate for the removal of said fines. This does not cover fines incurred due to user error, communications company actions, or acts of God.

ENHANCED DISPATCH WITH 3 FREE INTERACTIVE CAMERAS

Receive faster police responses to verified break-ins and reduce false alarm fines when video cameras catch live events. Includes 3 free indoor cameras compatible with the Honeywell TC app. Cameras can include connection to our monitoring center at customer's request. Does not apply to Video Surveillance systems. Professional monitoring of camera unavailable for Commercial Fire.

UPGRADE COVERAGE

Covers up to \$500.00 in parts and labor expenses towards communications upgrades, radio monitoring connection, and certain upgrade add-ons.** Does not apply to Commercial Fire or Patrol Response accounts.

EMERGENCY SERVICE GUARANTEE

Diagnosis of any technical support issue, by a qualified service technician, within 24 business hours from the time of your emergency service request.** Upon diagnosis, timing of repairs dependent on circumstances.

REMOTE DOWNLOAD SUPPORT

We will provide downloadable remote support for your security equipment once daily as needed during business hours for system programming, code changes, troubleshooting, and scheduling. Customers must have cell or IP connection to enable this feature. Does not apply to Commercial Fire or Patrol Response services.

INITIAL

The check mark above identifies your chosen Quality Assurance plan. If you would like to change or upgrade your plan, please contact your security consultant.



ALARM REGISTRATION

Alarm Permits and False Alarms

Many communities struggle with the cost of providing emergency services for security systems which send false alarms. A false alarm is a signal which is reported to authorities as requiring an emergency response when in actuality the alarm was caused by user error, system malfunction, or other factors which determine there was no actual emergency.

In an effort to meet the costs necessary to provide these services, some municipalities now require owners of alarm systems to pay a permit fee to aid in operations costs. Every community is different and it is best to check with your local government to determine whether a permit is required for an alarm system in your area.

If you have any question about whether your city or county requires an alarm permit or want to know how to apply for a permit, ***please contact your sales consultant for details.***

Top 3 tips to reduce false alarms:

- 1) If you accidentally set off your alarm, please call us right away with your passcode ready.
- 2) Make sure that all alarm users and key holders to your building or home are trained to use the system, know the codes to arm and disarm, and know how to cancel a false alarm.
- 3) Do not call 911 to cancel a false alarm; please call us directly.

INITIAL

I understand that my municipality may require me to register my alarm system and that I may incur fines and fees for failing to do so.



RESOLUTION NO. 1971-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE ALLOCATION UP TO \$750,000 UTILIZING THE GENERAL FUND, PARKLAND IMPACT, AQUATICS IMPACT AND BANK OF NEW YORK UMPQUA FUND TOWARD NELSON POOL SUPPLEMENTAL BENEFIT FUND (SBF) GRANT MATCHING FUNDS

WHEREAS, on the Feather River Recreation and Park District (District) Board of Directors (Board) in 2019 the Board approved allocation up to \$350,000 for Nelson SBF Grant Matching Funds; and

WHEREAS, in October of 2020, the District accepted bids for construction and the Board chose to accept the bid provided by James R Dougherty dba Holiday Pools, with alternate items as presented, for the Thermalito Family Center at Nelson Pool at a total of \$1,302,600 passed with a unanimous vote; and

WHEREAS, in December 2020, the General Manager presented a report to the Board allocating the \$400,000 in additional funds necessary to complete the project; and

WHEREAS, the SBF grant for the project is \$750,000, per direction of the Board and recommendation by the General Manager, the District match will now be \$750,000, or \$1,500,000 in total funding to cover the \$1,302,600 Holiday Pools contract, previous construction drawing fees, permits and a contingency.

THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District authorizes the General Manager to spend up to \$750,000 total: \$50k General Fund, \$200k General Fund Riverbend Admin Insurance Proceeds Fund, \$189k Bank of New York Umpqua Fund, \$250k Parkland Impact, \$61k Aquatics Impact Funds to completed Nelson Pool SBF Grant funded project

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27th day of July by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Attest:

Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



RESOLUTION NO. 1972-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF BANK OF NEW YORK (UMPQUA LOAN) PROJECT FUND TO THE GENERAL FUND IN THE AMOUNT OF \$188,857 TO PARTIALLY FUND NELSON POOL PROJECT SBF GRANT MATCHING FUNDS

WHEREAS, at a regular board meeting the Feather River Recreation and Park District Board of Directors approved utilization of Bank of New York (Umpqua loan) project fund for Nelson Pool SBF Grant matching funds

WHEREAS, the Feather River Recreation and Park District Board approved additional \$188,857 of the Bank of New York (Umpqua loan) Project Fund allocated for said project; and

WHEREAS, the Feather River Recreation and Park District Board of Directors, after receiving the recommendation from the General Manager, agrees that it is in the best interest of the District to transfer Bank of New York (Umpqua Loan) Project Fund in the amount of \$188,857 to fund a portion of Nelson Pool SBF Grant matching funds

NOW THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District authorizes the transfer of \$188,857 from the Bank of New York (Umpqua Loan) Project Fund account to the General Fund for the Thermalito Family Center at Nelson Pool.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27TH day of July 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



RESOLUTION NO. 1973-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF PARKLAND IMPACT FEE FUNDS TO THE GENERAL FUND IN THE AMOUNT OF \$250,000 TO PARTIALLY FUND NELSON POOL SBF GRANT MATCHING FUNDS

WHEREAS, at a regular board meeting the Feather River Recreation and Park District Board of Directors approves utilization of Parkland Impact Fee Funds for the Nelson Pool SBF Grant matching funds additional funds required

WHEREAS, the Feather River Recreation and Park District Board approved additional \$250,000 of the Parkland Impact Fee Funds allocated for said project; and

WHEREAS, the Feather River Recreation and Park District Board of Directors, after receiving the recommendation from the General Manager, agrees that it is in the best interest of the District to transfer Parkland Impact Fee Funds in the amount of \$250,000 to fund a portion of Nelson Pool SBF Grant matching funds

NOW THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District authorizes the transfer of \$250,000 from the Parkland Use Impact Fees account to the General Fund for additional Nelson Pool SBF Grant matching funds

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27th day of July 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



RESOLUTION NO. 1974-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE TRANSFER OF AQUATIC IMPACT FUNDS TO THE GENERAL FUND IN THE AMOUNT OF \$61,000 TO PARTIALLY FUND NELSON POOL PROJECT SBF GRANT MATCHING FUNDS

WHEREAS, at a regular board meeting the Feather River Recreation and Park District Board of Directors approved utilization of Aquatic Impact Fee Funds for Nelson Pool SBF Grant matching funds

WHEREAS, the Feather River Recreation and Park District Board approved additional \$61,000 of the Parkland Impact Fee Funds allocated for said project; and

WHEREAS, the Feather River Recreation and Park District Board of Directors, after receiving the recommendation from the General Manager, agrees that it is in the best interest of the District to transfer Aquatics Impact Fee Funds in the amount of \$61,000 to fund a portion of Nelson Pool SBF Grant matching funds

NOW THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District authorizes the transfer of \$61,000 from the Aquatic Impact Fees account to the General Fund for the Thermalito Family Center at Nelson Pool.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27TH day of July 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



RESOLUTION NO. 1975-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE ALLOCATION OF THE RIVERBEND ADMIN INSURANCE PROCEEDS FUND IN THE AMOUNT OF \$200,000 TO PARTIALLY FUND NELSON POOL PROJECT SBF GRANT MATCHING FUNDS

WHEREAS, at a regular board meeting the Feather River Recreation and Park District Board of Directors approves utilization of the Riverbend Insurance proceeds for administrative expenses (reference resolution 1909-19) to be used toward Nelson Pool SBF Grant matching funds

WHEREAS, the Feather River Recreation and Park District Board approves utilization of \$200,000 of the Riverbend Admin Proceeds Fund to be allocated for said project; and

WHEREAS, the Feather River Recreation and Park District Board of Directors, after receiving the recommendation from the General Manager, agrees that it is in the best interest of the District to allocated Riverbend Admin Insurance Proceeds in the amount of \$200,000 to fund a portion of Nelson Pool SBF Grant matching funds

NOW THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District authorizes the use of \$200,000 from the Riverbend Admin Insurance Proceeds Fund currently in the General Fund for the Nelson Pool SBF Grant matching funds.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27TH day of July 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



DATE: JULY 27, 2021

TO: FEATHER RIVER RECREATION & PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: FRRPD FINAL BUDGET

STAFF PRESENTATION BUDGET FISCAL YEAR 2021-22

SUMMARY

Annually the Feather River Recreation and Park District hosts a budget workshop for the upcoming fiscal year. The budget presented is per board direction at budget workshop.

Comparing proposed budget 2021-22 to the actual operating income statement 2020-21 is difficult due to Covid-19 pandemic. Since March 2020 the District has not had more than 30 employees on payroll and very limited programming until May 2021. The preschool is currently running 50% occupancy. Gymnastics was running team practice only until May 2021. All other programming has been closed or limited. Reservations were not available during Covid restrictions. Reservations started on March 15th, with restrictions and limited to full day reservations only.

The budget presented for the 2021-20 is completed with full programming and lessened Covid restrictions. Additional programming will be created, focusing toward utilizing parks and outdoor spaces: examples tennis, basketball, volleyball, soccer, track, all of which utilizes District owned facilities and parks for both youth and adults programming.



PURCHASES/CHANGES TO THE 2020-21 BUDGET: STAFF RECEIVED BOARD CENUSUS TO MOVE FORWARD AS PRESENTED AT WORKSHOP

To continue with the budget process both accurately and efficiently, staff RECEIVED Board consensus on a few items presented below.

1. Add a full time Preschool Teacher position to Org Chart
2. Board agreement of 3% increase pay-scale and changes to step 1
3. Increase health benefit employer contribution to \$850 month per employee
4. Support Tax Revenue BAD max up to 3% increase,

BUDGET OVERVIEW & BUDGET BY DEPARTMENTS

SUMMARY: CHANGES TO REVENUE

- **4100 Tax Revenue:** General Tax revenue is based on property values in the District's boundaries. Staff is anticipating a negative impact to annual tax revenue for the 2021-22 f/year due to the loss of homes during the North Complex Wildfire during the summer of 2020, therefore has not accounted for the increase to property values in the area.
- **4150 BAD Tax Revenue:** Staff is requesting both Board and BAD committee to accept annual max increase. Estimated 3% increase is approximately \$9k annual increase spent only in the parks on maintenance. The District heavily relies on this assessment- spending the tax revenue appropriately- and it is imperative this assessment not only stays in place but the increase is approved.

Current BAD rate per household: Zone A \$15.34/Zone B \$7.66 Total Annual Assessment \$297,827

2021-22 CPI max increase max: Zone A \$15.80/Zone B \$7.90 Total Annual Assessment \$306,758

- **4300 Program Revenue:** Programming is budgeted lower than the District can and should be generating to maintain an Activity Center of this size. Due to both Covid restrictions and facing a general difficulty hiring employees, the budgeted program revenue has been reduced to reflect these challenges.

***** Board consensus received: BAD estimated max increase in budget**



PAYROLL

Changes to Payroll: see Pay scale Part-time and Full-time for rate changes and added job descriptions noted below

- Minimum wage increase to \$15 hourly staff/\$30 hour salary staff effective January 1st 2022
- Pay-scale reflects 3% pay increase for full time staff (if earning more than step 1) and .25 cent increase for part time staff (if earning more than step 1)
- Add Full-time position: Full time Preschool Teacher impact: \$47k increase to District
- Increase health benefit Employer Contribution from \$800 to \$850, see detailed comments below: Maximum financial impact \$9k additional benefit expense
- CalPERS employer rates for 2021-22: Classic 10.34% and PEPRA 7.759% decrease .14%
- CalPERS unfunded liability annual payment \$69k, increase \$12k

Full time position budget changes due to both Covid and District restructure, continuing in the 2021-22 fiscal year

Maintenance: eliminated 1 full time position

Admin: Front Desk: 4 part time front desk positions changed to 1 full time and 1 part time positions

Recreation: General Recreation: eliminated 1 full time Rec Coordinator position.
Gymnastics: Gym Supervisor changed to Rec Coordinator

Preschool: Request adding 1 Full time Teacher Position (see below)

Open/Add FULL-TIME POSITIONS

Request: Add one FT Preschool Teacher. Hiring staff has been challenging District wide, especially in the Preschool. The Director has requested a full time position, with the intention of having enough coverage to accept new children and grow enrollment as Covid restrictions lessen. This will be a CalPERS position and be entitled to District health benefit package.

HEALTH INSURANCE RATES

Based on 15 Full-time staff (adding both FT Teacher and FT Front Desk)

Current annual cost to the District, if max allowance is used by all staff: \$144k

Increase monthly contribution if max allowance is used by all staff: \$153k

Maximum increased financial impact to the District in 2021-22 \$9k

**** Board consensus received: Pay-scales acceptable**



**** Board action passed at May21 Board Meeting: Adding FT Teacher position**

**** Board consensus received: Increase employer contribution benefit \$850/mo. per full time employee**

CIP/FIXED ASSET BUDGET

General Manager will present list of capital improvement projects and deferred maintenance items requiring immediate attention. The Board and GM will prioritize the projects and provide funding options.

RESERVES

Ideally the District would build a General Reserve large enough to cover three months of projected operating costs. District policy recommends committing 1% of Program Revenue annually to reserves. Current reserve total is \$303k at the county treasury. Staff recommendation:

- Add \$30k to Elections. 2020-21 budget transferred \$30k Reserves to Gen Fund for election cost. November 2020 election unchallenged and \$30k not spent. Transfer back to election reserves to be applied toward 2022 election
- Add \$5k to General (per board policy, 1% Program revenue)
- Add \$10k Equipment Reserve, not spent 2020-21 transfer to Gen Fund for ATV purchase

Total Reserve Balance as of 7/1/20	Change to reserve 7/1/21 2021-22 Reserve Provision	Total Reserve Balance 7/1/21 f/year: 2021-22
Imprest/Petty Cash 1,000		1,000
Elections 10,000	30,000	40,000
General 252,494	5,000	257,494
Equipment 20,000	10,000	30,000
General restricted 20,000		20,000
303,494	45,000	348,494

**** Board consensus received: Approve above reserve balance starting 2021-22 f/year**



ORGANIZATIONAL STRUCTURE

Annually the District adopts an Organizational Structure chart that is in compliance with current job descriptions. 2021-22 has had several changes to the Org Chart adding two full time hourly positions and changing one full time position from salary to hourly position.

PARK AND FACILITY GOALS/ANNUAL STRATEGIC PLAN:

The General Manager will discuss with the Board and schedule the Annual Goals Workshop to create goals and strategic plan.

End of staff report

Thank you for your time

FEATHER RIVER REC AND PARK DISTRICT

2021-2022 BUDGET

Ordinary Income/Expense

	ACTUAL Jul '18 - Jun 19	AUDIT Jul '19 - Jun 20	PROJECTED Jul '20 - Jun 21	BUDGET Jul '21 - Jun 22	Staff comments
Income					
4100 · Tax Revenue	1,737,424	1,809,377	1,844,500	1,900,000	see staff report
4150 · Tax Revenue (BAD)	275,037	283,008	273,000	308,000	BAD increase 3%
4300 · Program Income					
4350 · Discounts & Credits	-6,970	-18,311	-3,500	-3,425	
4351 · Loss of Program Revenue COVID	0	-163,296	-2,200		
4300 · Program Income - Other	907,086	1,006,346	470,000	897,000	see budget by department
Total 4300 · Program Income	900,116	824,739	464,300	893,575	total program revenue
4400 · Donation & Fundraising Income	15,497	1,218	5,700	2,500	
4500 · Grant/Reimbursed Expense Income	9,120	110,009	360,000		see bottom of report for anticipated 2021-22 Grant income toward Fixed Assets
4600 · Other Income	886	1,468	500	1,000	
4900 · Interest Income	14,243	19,117	17,500	19,000	
4905 · Interest Income - BAD	2,243	2,303	1,900	2,500	
Total Income	2,954,566	3,051,239	2,967,400	3,126,575	
Gross Profit	2,954,566	3,051,239	2,967,400	3,126,575	
Expense					
5000 · Payroll Expenses					
5010 · Wages & Salaries	1,203,449	1,254,115	900,000	1,302,611	see staff report
5020 · Employer Taxes	119,607	119,640	80,000	124,028	
5030 · Employee Benefits	148,505	163,731	160,000	216,654	
5040 · Workers Comp	52,885	65,981	55,100	46,830	
5031 · GASB 68 Benefit Expense	35,330	48,771	56,395	70,450	\$13k increase
5033 · GASB Annual Audit Adj	1,188	108,561	0		
Total 5000 · Payroll Expenses	1,560,964	1,760,799	1,251,495	1,760,573	payroll = 56% of gross income (less Grant Income)
5100 · Advertising & Promotion	8,677	6,819	1,200	11,000	
5120 · Bank Fees	13,177	12,688	7,000	7,000	changed software, customer acquires credit card fees
5130 · Charitable Contributions	9,692	1,250	0	2,500	
5140 · Copying & Printing	9,271	9,436	8,750	10,125	
5155 · Employment New Hire Screen	1,391	1,423	600	2,000	fill open positions from Covid layoff
5160 · Dues, Mbrshps & Subscriptions	13,078	10,051	8,500	10,500	CSDA, CPRS, plus misc memberships
5170 · Education & Development	9,833	2,172	900	8,500	
5175 · Equipment Rental	44,833	10,112	4,500	10,500	
5180 · Equipment, Tools & Furn (<\$5k)					

FEATHER RIVER REC AND PARK DISTRICT

2021-2022 BUDGET

	ACTUAL	AUDIT	PROJECTED	BUDGET	Staff comments
	Jul '18 - Jun 19	Jul '19 - Jun 20	Jul '20 - Jun 21	Jul '21 - Jun 22	
5182 · Operating ET&F	1,928	3,054	500	2,777	
5184 · Program ET&F	5,095	15,195	7,500	13,600	\$10k gymnastics
5186 · Site/Shop ET&F	14,803	11,569	1,700	10,000	
5187 · IT Computer/Hardware Technology	8,370	6,325	2,500	8,000	IT server, computer upgrades
5188 · IT Computer/Software Technology	7,098	17,471	22,000	20,600	\$7k annual online rec software
Total 5180 · Equipment, Tools & Furn (<\$5k)	37,294	53,614	34,200	54,977	
5200 · Insurance	56,641	79,561	118,600	185,000	47% increase Prop/Liabl \$174k, \$11k trampoline insurance
5210 · Interest Expense - Operating	1,416	1,937	2,500	1,500	
5225 · Postage & Delivery	1,042	1,035	1,050	1,500	
5230 · Professional & Outside Svcs					
5232 · Accounting	25,800	26,000	24,700	25,000	
5233 · Bands/Recreation	1,925	1,100	1,300	5,000	more concerts Riverbend amphitheater
5234 · Board Stipends	9,800	8,800	7,700	12,000	
5235 · Recreation Instructors	25,785	41,297	100	12,000	
5236 · Legal	28,206	20,061	11,000	25,000	
5237 · Contract Janitorial	62,497	57,724	62,200	75,000	
5239 · Outside Service Admin/Consult	95,279	52,214	37,000	76,000	\$16k BAD engineers report, \$15k IT support, \$20k property assessment, \$15k Impact Fee survey
Total 5230 · Professional & Outside Svcs	249,292	207,196	144,000	230,000	
5250 · Rent	134	0	0	0	
5260 · Repairs & Maintenance					
5261 · Building R&M	32,645	28,737	6,500	25,000	
5262 · Equip Repairs & Small Tools	14,813	15,796	23,000	18,000	
5263 · General R&M	12,698	11,232	1,800	15,000	
5264 · Grounds R&M	25,830	70,753	59,000	60,000	
5265 · Janitorial Supplies	24,385	27,690	16,000	26,000	
5266 · Vandalism Repair	1,646	4,502	5,000	5,000	
5267 · Vehicle R&M	14,738	11,520	7,000	10,000	
5268 · Aquatics Pool R&M	41,639	34,053	26,000	40,000	
5269 · Outside Contractor/Services R&M	8,477	16,781	26,000	15,000	
Total 5260 · Repairs & Maintenance	176,871	221,064	170,300	214,000	
5270 · Security	14,546	30,628	7,500	20,000	
5280 · Supplies - Consumable					
5281 · Misc Staff & Uniforms Supplies	10,088	5,581	3,000	6,500	
5282 · Office Supplies	4,320	7,596	1,700	7,000	
5284 · Program Food	13,382	11,834	10,000	16,200	Food cost increased. Added events

FEATHER RIVER REC AND PARK DISTRICT

2021-2022 BUDGET

	ACTUAL Jul '18 - Jun 19	AUDIT Jul '19 - Jun 20	PROJECTED Jul '20 - Jun 21	BUDGET Jul '21 - Jun 22	Staff comments
5286 · Program Supplies	17,555	47,640	8,000	44,500	New sport programming, added events
5287 · Safety Supplies	2,386	3,601	3,100	5,750	Covid safety supplies
5289 · Site Supplies	432	540	0	2,573	
Total 5280 · Supplies - Consumable	48,163	76,792	25,800	82,523	
5290 · Taxes, Lic., Notices & Permits	5,425	5,383	6,100	5,163	
5300 · Telephone/Internet	13,145	12,816	14,000	14,110	
5310 · Transportation, Meals & Travel					
5312 · Air, Lodging, Other Travel	5,280	5,047	0	500	
5314 · Fuel	30,367	27,998	20,000	30,900	
5316 · Meals	528	518	0	100	
5318 · Mileage	1,686	3,024	700	1,400	
Total 5310 · Transportation, Meals & Travel	37,861	36,587	20,700	32,900	
5320 · Utilities					
5322 · Electric	113,231	123,552	115,000	136,000	increased programming Act Center
5324 · Garbage	18,669	23,178	25,000	24,850	
5326 · Gas/Propane	6,977	9,044	4,200	9,200	
5328 · Sewer	3,840	4,247	4,000	4,500	
5329 · Water	98,882	133,593	145,000	134,800	
Total 5320 · Utilities	241,599	293,614	293,200	309,350	
Total Expense	2,554,345	2,834,977	2,120,895	2,973,721	
Net Ordinary Income	400,221	216,262	846,505	152,854	
Other Income/Expense					
7210 · Debt Interest Expense	109,825	102,018	94,979	85,570	
PROFIT/LOSS	290,396	114,244	751,526	67,284	Grant Income is included in previous years Profit/Loss. Cash out and budgeted as Fixed Asset (see Fixed Assets completed below)
5150 · Depreciation Expense non cash trans	540,783	607,000	625,000	640,000	
4500 - Grant Income				\$ 350,000	Balance SBF Nelson Pool Grant
4500 - Grant Income				\$ 180,000	Balance SBF River Trail
4500 - Grant Income				\$ 125,000	Applying for Per Capital Grant, Act Center
Non County Grants county code 557				\$ 655,000	Total Grant Income County Budget
Loan Principle county code 552				\$ 253,070	Loan Principal add to County budget
Capital Assets county code 560				\$ 300,000	Fixed Assets add to County budget Gen Fund
Capital Assets county code 560				\$ 757,500	SBF Grant District Matching Funds Nelson Pool

FEATHER RIVER REC AND PARK DISTRICT

2021-2022 BUDGET

Detail 2020-21 Loans and Capital Improvement Completed Projects

2020-21 Completed Projects

Umpqua Loan payment
Truck Loan payments
Palermo Pool Roof
MLK Main Water Line
MLK Light Poles
Riverbend over budget Impact Fees
Riverbend Insurance Proceed Fund
Total Riverbend completed
2020-21 total loans/completed projects

Construction in Progress as of 5/31/2021

Nelson Pool
Feather River Trail

ACTUAL Jul '18 - Jun 19	AUDIT Jul '19 - Jun 20	PROJECTED Jul '20 - Jun 21	BUDGET Jul '21 - Jun 22
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Staff comments
2021-22 Loans and Possible Capital Improvement Projects

2020-21 Completed	2021-22 Fixed Assets	Fixed Assets/Loan Payments Details
\$ 244,901	\$ 253,070	Umpqua Loans
\$ 17,205	\$ 9,135	Truck Loans
\$ 8,060	\$ 15,000	Riverbend Dog Park well
\$ 21,215	\$ 35,000	ADA Parking Palermo
\$ 8,500	\$ 20,000	Nelson Field lights
126,557	\$ 20,000	Nelson bleacher and shade
1,455,640	\$ 5,000	Nelson backstops
\$ 1,582,197	\$ 20,000	Nolan fields/bleacher/shade
\$ 1,882,078	\$ 20,000	Equipment Maint Dept
	\$ 397,205	Total Fixed Assets/Loan General Fund
		District matching funds: Multiple Funds
		Nelson Pool Grant matching District funds
		Assessment new development District funds
	\$ 757,500	District Funds see attached report
		SBF Grant out
	\$ 350,000	SBF Grant Nelson Pool Grant Income
	\$ 180,000	SBF Trail Project Grant Income
	\$ 530,000	Total SBF Grant to used 2021-22
		Pending Per Capita Grant application
	\$ 35,000	Act Center Gym Swamp Coolers
	\$ 10,000	Act Center Sewage Pump
	\$ 20,000	Act Center Small Gym Acrostics
	\$ 53,000	Act Center Paint Exterior
	\$ 50,000	Act Center Playground Preschool
	\$ 168,000	Projects pending Per Capita Grant application- Grant proposal due Sep21, GM will submit w/Board approval

FRRPD BUDGET RUNNING AC NO CHANGES

2021-22	Total AQ-Aquatics	Total CL-Classes	Total EV-Events	GE1 ADMIN'	GE4 (GE-General)	GE3- Maint	Total RE-Rentals	CAMP/PRESCHOOL Total SC-School	SP60-Sports Adult (SP-Sports)	SP65-Sports Youth (SP-Sports)	SP7-Gymnastics (SP-Sports)	TOTAL
ary Income/Expense												
Income												
4100 · Tax Revenue	0	0	0	1,900,000	0	0	0	0	0	0	0	1,900,000
4150 · Tax Revenue (BAD)	0	0	0	0	308,000	0	0	0	0	0	0	308,000
4300 · Program Income							0					-
4350 · Discounts & Credits	-100	-200	0	0	0	0	-1,325	-700	-100	0	-1,000	(3,425)
4300 · Program Income - Other	35,000	50,000	7,000	0	0	0	60,000	395,000	37,000	55,000	258,000	897,000
Total 4300 · Program Income	34,900	49,800	7,000	1,900,000	308,000	0	58,675	394,300	36,900	55,000	257,000	3,101,575
4400 · Donation & Fundraising Income			2,000					500				4,000
4500 · Grant/Reimbursed Expense Income												-
4600 · Other Income	0	0	0	1,000	0	0	0	0	0	0	0	1,000
4900 · Interest Income	0	0	0	19,000	0	0	0	0	0	0	0	19,000
4905 · Interest Income - BAD	0	0	0	0	2,500	0	0	0	0	0	0	2,500
Total Income	34,900	49,800	9,000	1,920,000	310,500	0	58,675	394,800	36,900	55,000	257,000	3,128,075
Gross Profit	34,900	49,800	9,000	1,920,000	310,500	0	58,675	394,800	36,900	55,000	257,000	3,128,075
Expense												
5000 · Payroll Expenses												-
5010 · Wages & Salaries	34,936	17,255	11,310	382,838	353,531	0	0	299,372	21,867	36,444	145,058	1,302,611
5020 · Employer Taxes	4,839	2,390	1,300	32,759	31,385	0	0	29,936	2,238	5,048	14,133	124,028
5030 · Employee Benefits	0	0	0	75,704	85,334	0	0	42,329	0	0	13,287	216,654
5040 · Workers Comp	1,097	324	213	5,518	30,227	0	0	5,628	411	685	2,727	46,830
5031 · GASB 68 Benefit Expense				70,450	0	0	0	0	0	0	0	70,450
5033 · GASB Annual Audit Adj				0	0	0	0	0	0	0	0	-
Total 5000 · Payroll Expenses	40,872	19,969	12,823	567,269	500,477	0	0	377,265	24,516	42,177	175,205	1,760,573
5100 · Advertising & Promotion			1,000	9,000	0	0	0	1,000	0	0	0	11,000
5120 · Bank Fees			0	7,000	0	0	0	0	0	0	0	7,000
5130 · Charitable Contributions			0	2,500	0	0	0	0	0	0	0	2,500
5140 · Copying & Printing			125	10,000	0	0	0	0	0	0	0	10,125
5155 · Employment New Hire Screen	200	0	0	500	500	0	0	800	0	0	0	2,000
5160 · Dues, Mbrshps & Subscriptions			0	10,000	0	0	0	0	0	0	500	10,500
5170 · Education & Development	1,000	0	0	5,000	2,000	0	0	500	0	0	0	8,500
5175 · Equipment Rental			500	0	10,000	0	0	0	0	0	0	10,500
5180 · Equipment, Tools & Furn (<\$5k)												-
5182 · Operating ET&F		0	200	2,000	77	0	0	500	0	0	0	2,777
5184 · Program ET&F		350	300	0	0	0	0	2,500	100	350	10,000	13,600
5186 · Site/Shop ET&F		0	0	0	10,000	0	0	0	0	0	0	10,000
5187 · IT Computer/HardwareTechnology		0	0	7,000	0	0	0	500	0	0	500	8,000
5188 · IT Computer/Software Technology		0	0	20,000	0	0	0	0	600	0	0	20,600
Total 5180 · Equipment, Tools & Furn	0	350	500	29,000	10,077	0	0	3,500	700	350	10,500	54,977
5200 · Insurance			0	151,000	23,000	0	0	0	0	0	11,000	185,000
5210 · Interest Expense - Operating			0	0	1,500	0	0	0	0	0	0	1,500
5225 · Postage & Delivery			0	1,500	0	0	0	0	0	0	0	1,500
5230 · Professional & Outside Svcs												-
5232 · Accounting		0	0	25,000	0	0	0	0	0	0	0	25,000
5233 · Bands/Recreation			5,000	0	0	0	0	0	0	0	0	5,000
5234 · Board Stipends			0	12,000	0	0	0	0	0	0	0	12,000
5235 · Recreation Instructors		2,000	0	0	0	0	0	0	0	0	10,000	12,000
5236 · Legal		0	0	25,000	0	0	0	0	0	0	0	25,000
5237 · Contract Janitorial		0	0	0	75,000	0	0	0	0	0	0	75,000
5239 · Outside Service Admin/Consult		0	0	60,000	16,000	0	0	0	0	0	0	76,000
Total 5230 · Professional & Outside	0	2,000	5,000	122,000	91,000	0	0	0	0	0	10,000	230,000
5260 · Repairs & Maintenance												-
5261 · Building R&M		0	0	0	25,000	0	0	0	0	0	0	25,000
5262 · Equip Repairs & Small Tools		0	0	0	17,000	0	0	0	0	0	1,000	18,000
5263 · General R&M		0	0	0	15,000	0	0	0	0	0	0	15,000
5264 · Grounds R&M		0	0	0	60,000	0	0	0	0	0	0	60,000

FRRPD BUDGET RUNNING AC NO CHANGES

2021-22	Total AQ-Aquatics	Total CL-Classes	Total EV-Events	GE1 GE4 ADMIN'	GE3- Maint (GE-General)	Total RE-Rentals	CAMP/PRESCHOOL Total SC-School	SP60-Sports Adult (SP-Sports)	SP65-Sports Youth (SP-Sports)	SP7-Gymnastics (SP-Sports)	TOTAL
5265 · Janitorial Supplies	0	0	0	0	25,000	1,000	0	0	0	0	26,000
5266 · Vandalism Repair	0	0	0	0	5,000	0	0	0	0	0	5,000
5267 · Vehicle R&M	0	0	0	0	10,000	0	0	0	0	0	10,000
5268 · Aquatics Pool R&M	0	0	0	0	40,000	0	0	0	0	0	40,000
5269 · Outside Contractor/Services R&M	0	0	0	0	15,000	0	0	0	0	0	15,000
Total 5260 · Repairs & Maintenance	0	0	0	0	212,000	1,000	0	0	0	1,000	214,000
5270 · Security	0	0	0	0	20,000	0	0	0	0	0	20,000
5280 · Supplies - Consumable											-
5281 · Misc Staff & Uniforms Supplies	0	0	0	2,000	3,500	0	200	300	500	0	6,500
5282 · Office Supplies	0	0	0	7,000	0	0	0	0	0	0	7,000
5284 · Program Food	100	1,000	0	0	0	0	15,100	0	0	0	16,200
5286 · Program Supplies	2,000	500	3,000	0	0	5,000	7,000	2,000	5,000	20,000	44,500
5287 · Safety Supplies	1,000	100	0	1,000	3,000	0	100	100	100	350	5,750
5289 · Site Supplies	500	50	23	1,000	1,000	0	0	0	0	0	2,573
Total 5280 · Supplies - Consumable	3,500	750	4,023	11,000	7,500	5,000	22,400	2,400	5,600	20,350	82,523
5290 · Taxes, Lic., Notices & Permits	0	363	0	2,000	2,000	0	800	0	0	0	5,163
5300 · Telephone/Internet	0	0	0	8,000	5,000	0	750	0	0	360	14,110
5310 · Transportation, Meals & Travel											-
5312 · Air, Lodging, Other Travel	0	0	0	500	0	0	0	0	0	0	500
5314 · Fuel	0	0	0	0	30,000	0	900	0	0	0	30,900
5316 · Meals	0	0	0	100	0	0	0	0	0	0	100
5318 · Mileage	0	100	0	1,000	0	0	250	0	50	0	1,400
Total 5310 · Transportation, Meals & Travel	0	0	100	1,600	30,000	0	1,150	0	50	0	32,900
5320 · Utilities											-
5322 · Electric	9,500	0	0	14,500	86,000	0	18,000	0	0	8,000	136,000
5324 · Garbage	0	0	0	1,300	20,850	0	1,700	0	0	1,000	24,850
5326 · Gas/Propane	800	0	0	1,200	5,000	0	1,500	0	0	700	9,200
5328 · Sewer	0	0	0	0	4,500	0	0	0	0	0	4,500
5329 · Water	1,500	0	0	2,800	125,000	0	3,500	0	0	2,000	134,800
Total 5320 · Utilities	0	11,800	0	19,800	241,350	0	24,700	0	0	11,700	309,350
Total Expense	45,572	34,869	24,434	957,169	1,156,404	6,000	432,865	27,616	48,177	240,615	2,973,721
rdinary Income	-10,672	14,931	-15,434	962,831	-845,904	52,675	-38,065	9,284	6,823	16,385	154,354
Income/Expense											-
her Income											-
her Expense											-
7210 · Debt Interest Expense		17,623	0	9,202	0	0	19,581	0	0	39,163	85,570
tal Other Expense		17,623	0	9,202	0	0	19,581	0	0	39,163	85,570
me	-10,672	-2,692	-15,434	953,629	-845,904	52,675	-57,646	9,284	6,823	-22,778	68,784

2400 labor hours
 Nelson closed summer
 Markt Spec 6 mo
 15 bands \$300 ea
 addtl \$500 band
 Acct Clerk 6 mo
 Rec Special 9 mo
 no FT Coordinator
 Cust Ser 1 ft, 1 pt
 Mart Spec 6 mo
 2 PT
 1Seasonal PT
 1 Custodian
 17600 hours
 \$40k added to budget
 for Act Center small gym
 \$20k budget in
 capital improvement
 for sound proof gym
 Preschool
 45 kids full time
 total 7280 annual
 staffing hours
 add ft teacher
 1500 payroll hours
 increase park sports
 2500 payroll hours
 increase park sports
 \$18.5k/mo prog revenue
 FT Coord position
 Annual payroll hours 8200
 covid no birthday parties
add gym 1 meet
 Gym meet rev \$36k
 add meet payroll \$4k 200 hours
 meet instruct \$10k
 meet supplies \$15k

FRRPD 2020-21 Full Time Pay Scale

July 2020-DECEMBER 2020

3% Step Scale July - December

3%

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Merit 1	Merit 2	Merit 3	Merit 4	Merit 5
General Manager	contract									
Executive Administrator	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53
Business Manager	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53
Customer Service FT	\$ 14.50	\$ 14.94	\$ 15.38	\$ 15.84	\$ 16.32	\$ 16.81	\$ 17.31	\$ 17.83	\$ 18.37	\$ 18.92
Recreation Supervisor	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53
Recreation Coordinator	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18
Director of Children Services	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53
Assistant Director-Children Services	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18
Preschool Teacher FT	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57
Park Supervisor	\$ 28.00	\$ 28.84	\$ 29.71	\$ 30.60	\$ 31.51	\$ 32.46	\$ 33.43	\$ 34.44	\$ 35.47	\$ 36.53
Maintenance Worker III	\$ 21.00	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34	\$ 25.08	\$ 25.83	\$ 26.60	\$ 27.40
Maintenance Worker II	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49
Maintenance Worker I	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57

FRRPD 2020-21 Full Time Pay Scale

3% Step Scale January-June

3%

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Merit 1	Merit 2	Merit 3	Merit 4	Merit 5
General Manager	contract									
Executive Administrator	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78	\$ 35.82	\$ 36.90	\$ 38.00	\$ 39.14
Business Manager	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78	\$ 35.82	\$ 36.90	\$ 38.00	\$ 39.14
Customer Service FT	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57
Recreation Supervisor	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78	\$ 35.82	\$ 36.90	\$ 38.00	\$ 39.14
Recreation Coordinator	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18
Director of Children Services	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78	\$ 35.82	\$ 36.90	\$ 38.00	\$ 39.14
Assistant Director-Children Services	\$ 17.00	\$ 17.51	\$ 18.04	\$ 18.58	\$ 19.13	\$ 19.71	\$ 20.30	\$ 20.91	\$ 21.54	\$ 22.18
Preschool Teacher FT	\$ 15.50	\$ 15.97	\$ 16.44	\$ 16.94	\$ 17.45	\$ 17.97	\$ 18.51	\$ 19.06	\$ 19.63	\$ 20.22
Park Supervisor	\$ 30.00	\$ 30.90	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78	\$ 35.82	\$ 36.90	\$ 38.00	\$ 39.14
Maintenance Worker III	\$ 21.00	\$ 21.63	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.34	\$ 25.08	\$ 25.83	\$ 26.60	\$ 27.40
Maintenance Worker II	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	\$ 20.26	\$ 20.87	\$ 21.49	\$ 22.14	\$ 22.80	\$ 23.49
Maintenance Worker I	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.39	\$ 16.88	\$ 17.39	\$ 17.91	\$ 18.45	\$ 19.00	\$ 19.57

If employee's current rate is higher than step 1 but rate is between scheduled step a 3% increase will apply to the current rate

Example: current rate is \$30.15 during annual increase period, \$30.15 is not on the step scale so a 3% increase will be based on \$30.15 rate

Immediate Attention Projects Fixed Assets/Loan Payments Estimated 6/30/21 Fund Balances		Cash out Loans/Fixed Assets	Fiscal Year 2021/22 Estimated Profit 68,000	Gen Fund 1,000,000	Gen.Fund Riverbend Admin 216,000	Per Capita Grant 168,000	Impact Fee Parkland Fund 551,000	Impact Fee Public Fund 60,950	Impact Fee Aquatics Fund 92,235	Loan Project Fund 189,000
1	Umpqua Loans	253,070	(68,000)	(185,070)						
2	Truck Loans	9,135		(9,135)						
3	Nelson Pool SBF matching funds	750,000		(50,000)	(200,000)		(250,000)		(61,000)	(189,000)
4	Act Center Gym Swamp Coolers	35,000				(35,000)				
5	Act Center Sewage Pump	10,000				(10,000)				
6	Act Center Paint	53,000				(53,000)				
7	Act Center Small Gym Acoustics	20,000				(20,000)				
8	Act Center Contingency Deferred Maint	10,000		(10,000)						
9	Act Center Playground Preschool	50,000				(50,000)				
10	Riverbend Dog Park Well	15,000		(15,000)						
11	Palermo - ADA Parking	35,000						(35,000)		
12	Palermo - Replace Roof	-		-						
13	Palermo - Replace Potable Water System	-		-						
14	Nelson Field Lights	20,000		(20,000)						
15	Nelson bleacher and shade	20,000		(10,000)			(10,000)			
16	Nelson backstops	5,000		(5,000)						
17	Nolan fields/bleacher/shade	20,000		(10,000)			(10,000)			
18	Equipment Maint Dept	20,000		(20,000)						
Total projects/Ending Fund Balance		1,325,205	-	665,795	16,000	-	281,000	25,950	31,235	-



RESOLUTION NO. 1976-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT APPROVING THE FINAL BUDGET FOR FISCAL YEAR 2021–2022

WHEREAS, the Feather River Recreation and Park District is a legally constituted public agency formed pursuant to the Public Resources Code of the State of California; and

WHEREAS, pursuant to Section 5788.7 of the Public Resources Code of the State of California, the Board of Directors of the Feather River Recreation and Park District at any regular meeting or properly noticed special meeting after the adoption of its final budget, the Board of Directors may adopt a resolution amending the budget and ordering the transfer of funds between categories, other than transfers from the restricted reserve for capital outlay and the restricted reserve for contingencies; and

NOW THEREFORE, IT BE RESOLVED, that the Board of Directors of the Feather River Recreation and Park District, pursuant to Section 5788.7 of the Public Resources Code, hereby adopt the Resolution approving the Final Budget for fiscal year 2021-2022.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 27th day of July 2021 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager

ACHIEVING DISTRICT GOALS... TOGETHER.

Two Options – Attend the Conference or sign up for virtual modules

CONFERENCE: September 26 – 29, 2021 – South Lake Tahoe - First Time and Returning Attendee Tracks!



CSDA's 2021
**Special District
Leadership Academy** Conference

A Comprehensive Governance Leadership Conference for Elected and Appointed Directors/Trustees





BOARD & STAFF LEARN TO WORK AS A TEAM.

Participate in the **Special District Leadership Academy Conference** and complete all four modules of the Academy in two and a half days.

This conference content is based on groundbreaking, curriculum-based continuing education in CSDA's Special District Leadership Academy (SDLA), recognizing the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members.

Local boards are the mechanism by which local control remains local. Special districts, and by extension special district boards, are the voices of the community.

The truth is that every elected or appointed public official needs to be guided by knowledge of governance; governance is what boards do. It's what they bring to the table.

Two options for your convenience. **Conference or virtual!**


Early bird discount!



SDLA Conference is presented by CSDA and co-sponsored by SDRMA.





FIRST-TIME ATTENDEE

Attend for the first-time and complete all four modules of the Special District Leadership Academy:

- Governance Foundations
- Setting Direction / Community Leadership
- Board’s Role in Human Resources
- Board’s Role in Finance and Fiscal Accountability



RETURNING ATTENDEE

Already completed the Academy? Take a deep dive into common opportunities and challenges facing special districts. Returning attendee sessions include:

- They’re Goin’ Rogue: How to Deal With Disruptive Board Members
- What Your General Manager Wishes You Knew
- Communicating Successfully Across Communication Styles
- 2020 Legal and Legislative Update
- Special District Stories and Lessons Learned from the Trenches
- And more!



September 26–29, 2021
Lake Tahoe Resort Hotel
 4130 Lake Tahoe Blvd.
 South Lake Tahoe, CA 96150



EARLY BIRD DISCOUNT
The early bird discount requires registration on or before Friday, August 27, 2021.

HOTEL ROOM RESERVATIONS

Room reservations are available at the Lake Tahoe Resort Hotel at the rate of \$139 (king standard) or \$159 (two queen) plus tax by calling 530-544-5400 and asking for the CSDA rate or online at www.tahoeresorthotel.com, group code (under more options): CSDA. The room reservation cut-off is September 3, 2021; however, space is limited and may sell out before this date.

Cancellations must be in writing and received by CSDA no later than September 10, 2021 at 5:00 p.m.

All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after September 10, 2021.

Substitutions are acceptable and must be done in writing no later than September 17, 2021 at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csda.net or fax to 916-520-2465.



SDRMA Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers’ compensation coverage through the Credit Incentive Program. Credit incentive points can be earned based on an agency’s attendance at the Special District Leadership Academy Conference. Incentive points reduce SDRMA members’ annual contribution amount.

Attend the Academy...Virtually!



The cost to attend each module is:

- \$175 CSDA Member
- \$260 Non-member

Register for all four modules to complete the Special District Leadership Academy!

Module 1 - Governance Foundations

March 24 and 25, 2021 [1:00 – 4:00 p.m. each day]

Module 2 - Fulfilling Your Districts’ Mission

April 12 and 13, 2021 [9:00 a.m. – 12:00 p.m. each day]

Module 3 - Board’s Role in Finance and Fiscal Accountability

May 12 and 13, 2021 [9:00 a.m. – 12:00 p.m. each day]

Module 4 - Board’s Role in Human Resources

May 26 and 27, 2021 [9:00 a.m. – 12:00 p.m. each day]





GOVERNANCE IS TAKING THE WISHES, NEEDS, AND DESIRES OF THE COMMUNITY AND TRANSFORMING THEM INTO POLICIES THAT GOVERN THE DISTRICT.

WORKING AS A TEAM: THE ROLES OF THE BOARD AND STAFF IN YOUR DISTRICT.

ATTRIBUTES AND CHARACTERISTICS OF HIGHLY EFFECTIVE BOARDS.

HOW CULTURE, NORMS, VALUES, AND OPERATING STYLES INFLUENCE THE DISTRICT.

SPECIFIC JOBS THAT THE BOARD MUST PERFORM.

HOW INDIVIDUAL VALUES, SKILLS, AND KNOWLEDGE HELP TO SHAPE HOW EFFECTIVE BOARDS OPERATE.

THE IMPORTANCE OF MOVING FROM "I" TO "WE" AS THE GOVERNANCE TEAM.

THE BOARD'S ROLE IN SETTING DIRECTION FOR THE DISTRICT.

THE BOARD'S ROLE IN FINANCE AND FISCAL ACCOUNTABILITY.

AND MUCH MORE!



FIRST-TIME ATTENDEE - SCHEDULE OF EVENTS



Sunday

5:30 – 7:00 p.m.

REGISTRATION AND NETWORKING RECEPTION

Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

Monday

8:30 a.m. – 12:30 p.m. - *(Break from 10:00 - 10:30 a.m.)*

BUILDING A FOUNDATION FOR GOOD GOVERNANCE

David Aranda, CSDM

** This session covers Module 1 of the Special District Leadership Academy: Governance Foundations.*

In this informational session, the instructor will lay the groundwork for good governance in your district. Attendees will discover:

- Why good governance is so important to the overall well-being of the district
- The traits of effective board members
- What good governance means and how to effectively put it into practice
- How to move your board from "I" to "we," including how to become an effective team, establish team standards, and essential conditions for team building



“The training offered new insight and confirmed learned practices. The (bonus) byproduct of this training were the dedicated people I met, who, just like me, were there to learn more about becoming a better, more productive, effective member of their special district.”

– Nancy Mora, Board Member, Groveland Community Services District

MONDAY CONTINUED

12:30 – 1:30 p.m.

LUNCH PROVIDED (All Attendees)

1:45 – 4:30 p.m. - (Break from 3:00 - 3:30 p.m.)

FULFILLING YOUR DISTRICT'S MISSION: CHARTING THE COURSE

Brent Ives, BHI Management Consulting

**This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.*

This session will highlight the importance of setting the direction for your district. Learn the critical components of direction setting for your district along with how to avoid planning pitfalls. Attendees will walk through the steps of establishing and fulfilling your district's mission, vision, values, strategic goals, and how to communicate those objectives to your constituents.

5:30 – 7:00 p.m.

SIP AND SAVOR EVENING RECEPTION



Sponsored by the Special District Risk Management Authority (SDRMA)
Join us for a lively evening of networking and refreshments.

Tuesday

8:30 a.m. – 12:00 p.m. - (Break from 10:00 - 10:30 a.m.)

DEFINING BOARD/STAFF ROLES AND RELATIONSHIPS

Liebert Cassidy Whitmore

**This session covers Module 4 of the Special District Leadership Academy: Board's Role in Human Resources.*

This conference session will teach participants how to determine the human resource (HR) health of their district and what areas to focus on as a board and individual governing official including:

- Identifying the board's role in human resources
- Recognizing HR red flags and positive indicators
- Developing and maintaining essential HR policies
- Covering confidentiality and legal liabilities
- Evaluating the general manager

12:00 – 1:00 p.m.

LUNCH PROVIDED (All Attendees)

TUESDAY CONTINUED

1:15 – 4:00 p.m. - (Break from 2:45 - 3:00 p.m.)

GET THE WORD OUT! BEST PRACTICES FOR COMMUNICATION AND OUTREACH

Martin Rauch, Rauch Communication Consultants, Inc.

**This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.*

This session looks at common communication breakdowns and potential areas for improvement in public agency communications. It will discuss proper and effective communication methods to be aware of as a governing official including:

- Identifying audiences
- Responding to public input
- Media relations
- Legislative outreach and advocacy

OPEN EVENING

Wednesday

8:30 a.m. – 12:00 p.m. - (Break from 10:00 - 10:15 a.m.)

SHOW ME THE MONEY! WHAT DO BOARD MEMBERS NEED TO KNOW ABOUT DISTRICT FINANCES?

David Becker, CPA, James Marta & Company LLP
Certified Public Accountants

**This session covers Module 3 of the Special District Leadership Academy: Board's Role in Finance and Fiscal Accountability.*

This session will provide a review and insight of important financial concepts, reports, and policies specific to public agencies including special districts. Attendees will learn:

- How to ask the right questions
- How to link the finance process to the district mission and goals
- Budget process, budget assessment, and communicating budget information to the public
- How to develop and analyze capital improvement plans and reserve guidelines

12:00 p.m.

GRADUATION CERTIFICATE DISTRIBUTION

First-time attendees must attend all sessions in order to receive their certificate at the conclusion of the conference.

Check out these great new sessions for returning attendees!

RETURNING ATTENDEE - SCHEDULE OF EVENTS



Sunday

5:30 – 7:00 p.m.

REGISTRATION AND NETWORKING RECEPTION

Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

Monday

8:30 – 10:00 a.m.

THEY'RE GOIN' ROGUE: HOW TO DEAL WITH DISRUPTIVE BOARD MEMBERS

Sean D. De Burgh, Cole Huber, LLP

Occasionally districts will encounter the rogue board member who disrupts meetings with inappropriate or irrelevant comments, micromanages staff, or disregards long-standing legal principles applicable to special districts. This session will address what can be done to rein in such behavior in a lawful way that assures minimal disruption to the district and effective board governance.

10:00 – 10:30 a.m.

BREAK (All Attendees)

10:30 a.m. – 12:30 p.m.

IS THERE A "RIGHT" AMOUNT OF PUBLIC ENGAGEMENT?

Davenport Institute, Pepperdine School of Public Policy

Sometimes districts can end up in a bit of a Goldilocks situation when it comes to engaging the public. Too little engagement leaves residents confused or suspicious. Too much engagement leads to burnout and frustration when it becomes one more demand

on busy schedules. This workshop draws on peer learning as well as the Davenport Institute's experience working with all shapes and sizes of local agencies (from big cities to tiny districts). Together, participants will develop a framework to help guide internal discussions about whether a particular issue requires reaching beyond the board meeting.

12:30 – 1:30 p.m.

LUNCH PROVIDED (All Attendees)

1:45 – 3:00 p.m.

OUTSIDE OVERSIGHT: THE POWERS AND FUNCTIONS OF CIVIL GRAND JURIES AND LAFcos

Gary B. Bell, Colantuono Highsmith & Whatley, PC

Every county has a civil grand jury and a local agency formation commission (LAFCo). Both of these agencies issue reports and analyses of special district operations that shape public perception and sometimes lead to a change of organization. Taught by an attorney with extensive experience with LAFcos and civil grand jury proceedings, this session will provide participants with an understanding of the powers and functions of civil grand juries and LAFcos — including their limitations — to prepare special district leaders to effectively interact with these agencies including what must be done, what may be done, and how to do it.

3:00 – 3:30 p.m.

BREAK (All Attendees)

3:30 – 4:30 p.m.

WHAT YOUR GM WISHES YOU KNEW

Panel Discussion with experienced General Managers

Communication is critical between a special district board and general manager. Join us for a lively panel discussion with experienced special district general managers to hear about best practices in their districts and ways you can better support your district general manager in their role and vice versa — so that you can both better fulfill the districts mission.

5:30 – 7:00 p.m.

SIP AND SAVOR EVENING RECEPTION



Sponsored by the Special District Risk Management Authority (SDRMA)
Join us for an entertaining evening of networking and refreshments.



“Once again the SDLA Conference was great...very well organized, informative and educational. This was my second conference, and I look forward to more in the future.”

– Diana Towne, Board Member, Rincon del Diablo Municipal Water District

Tuesday

8:30 – 10:00 a.m.

COMMUNICATING SUCCESSFULLY ACROSS COMMUNICATION STYLES

CPS HR Consulting

Teams benefit from understanding, welcoming, and learning to work with a diversity of communication styles. First, we must each seek to understand and analyze our own communication style to best craft our communication with others. Secondly, to improve collaboration and build ideas and knowledge with others, we must also respect and gain insight into the communication styles of our colleagues and peers. This presentation will help you learn to recognize the various communication styles, leverage your own communication strengths, adjust your communication style when needed, and better understand team members with different communication styles from your own.

10:00 – 10:30 a.m.

BREAK (All Attendees)

10:30 a.m. – 12:00 p.m.

2021 LEGAL AND LEGISLATIVE UPDATE

Nicholaus Norvell, Best Best & Krieger, LLP

An update on new laws affecting special districts this year and what’s currently brewing in the California Legislature.

12:00 – 1:00 p.m.

LUNCH PROVIDED (All Attendees)

1:15 – 2:45 p.m.

BOARD MEMBER DO’S AND DON’TS: COMPENSATION AND CONFLICTS OF INTEREST

Meyers Nave

The California Government Code, through principle or special acts, generally provides special districts with the authority to compensate board members. Conflicts-of-interest laws were created with the principle that personal or private financial considerations of government officials should not in any way affect the decision-making process. This session addresses the numerous complex and continually evolving California laws board members and special district executives (general managers, chief executive officers, executive directors) must adhere to, along with guidance to help foresee potential conflicts of interest that could arise in the day-

to-day activities. Understand and learn the limits on board member compensation, health care, expense reimbursements, and other potential perks that special district leadership may be offered, including limits and when gifts and meals must be reported to the California Fair Political Practices Commission.

2:45 – 3:00 p.m.

BREAK (All Attendees)

3:00 – 4:00 p.m.

FRAUD DETECTION & PREVENTION FOR SPECIAL DISTRICTS

David Becker, CPA, James Marta & Company LLP, Certified Public Accountants

Financial fraud is a reality for many special districts and districts need to develop not only good internal control procedures, but also a culture that says “NO” to fraud and irregularities. This session covers how to assess risk in your organization and develop policies and procedures that will mitigate risk and help prevent fraud. We will also provide resources to help you start exploring your organization through this lens and assessing risk.

4:00 p.m.

CONFERENCE ENDS FOR RETURNING ATTENDEES

Whether you’re new to the board or someone who has served for many years, this conference provides essential tools and information to effectively govern your district!



2021 Registration Form

Special District Leadership Academy Conference

(Use one form per registrant)


Three Ways to Register

- **Register online** by visiting the SDLA Conference website at sdla.csda.net.
- **Fax number:** 916-520-2465. All faxed registration forms must include credit card payment.
- **Mail:** CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814. Please include registration form and payment. Checks should be made payable to: California Special Districts Association.

Not sure if you are a member?

Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the many benefits of CSDA membership, contact Member Services Director Cassandra Strawn at cassandras@csda.net or call toll-free at the number listed above.



Name/Title:			
<input type="checkbox"/> First-time Attendee <input type="checkbox"/> Returning Attendee			
District:			
Address:			
City:	State:	Zip:	
Phone:	Fax:		
<input type="checkbox"/> Member <input type="checkbox"/> Non-member	Email:		
Emergency Contact - Name & Phone:			
OPTION 1: SDLA CONFERENCE - SEPTEMBER 26-29, 2021 - SOUTH LAKE TAHOE			
<input type="checkbox"/> Special District Leadership Academy	 EARLY BIRD: AUG 27	<input type="checkbox"/> \$600 - CSDA Member <input type="checkbox"/> \$900 - Non-member	<input type="checkbox"/> \$650 - CSDA Member <input type="checkbox"/> \$975 - Non-member
SEND MORE - SAVE MORE! -- SPECIAL DISCOUNTED PRICING!			
ADDITIONAL ATTENDEE FROM THE SAME DISTRICT BEFORE EARLY BIRD DISCOUNT <input type="checkbox"/> \$400 - CSDA Member <input type="checkbox"/> \$600 - Non-member		ADDITIONAL ATTENDEE FROM THE SAME DISTRICT AFTER EARLY BIRD DISCOUNT <input type="checkbox"/> \$450 - CSDA Member <input type="checkbox"/> \$675 - Non-member	
VIRTUAL OPTION: SDLA MODULES 1-4			
Module 1: Governance Foundations	<input type="checkbox"/> \$175 - CSDA Member <input type="checkbox"/> \$260 - Non-member	Mar 24 and 25, 2021	
Module 2 - Fulfilling Your Districts' Mission	<input type="checkbox"/> \$175 - CSDA Member <input type="checkbox"/> \$260 - Non-member	Apr 12 and 13, 2021	
Module 3 - Board's Role in Finance and Fiscal Accountability	<input type="checkbox"/> \$175 - CSDA Member <input type="checkbox"/> \$260 - Non-member	May 12 and 13, 2021	
Module 4 - Board's Role in Human Resources	<input type="checkbox"/> \$175 - CSDA Member <input type="checkbox"/> \$260 - Non-member	May 26 and 27, 2021	
Payment			
<input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express			
Acct. Name:		Acct. Number:	
Expiration Date:		Authorized Signature:	
Special needs			
<input type="checkbox"/> Vegetarian <input type="checkbox"/> Other:			

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Anti-Discrimination and Harassment Policy: CSDA is dedicated to a harassment-free event experience for everyone. Our Anti-Discrimination and Harassment Policy can be found under "CSDA Transparency" at www.csda.net/about-csda/who-we-are.



JULY 2021 DEPARTMENT UPDATES

Parks Department

Justin Valencia – Interim Park Supervisor

Activity Center

- Trees in parking lot, preschool, and front sidewalk trimmed
- Weed eaters ran along white curbs and borders of front parking lot
- Big bushes/shrubs trimmed to fence height and curb width
- Irrigation repairs made to broken pipe and adjusted sprinklers
- Playground from preschool removed and taken to dump
- Playgrounds moved and arranged

Riverbend

- Trees along soccer fields trimmed (rest of the park in progress)
- All trees with wooden support stakes are trimmed
- Wooden stakes red hung from trees
- Decomposed rock areas sprayed with herbicides
- All pavilion's pressure washed (goal is every two weeks with more staff once a week)
- Weeds along and in between beach and boat dock have been cut down to ground level
- Tall grass cut at dog park and trees were removed and trimmed
- Two broken pipes repaired
- Sprinklers adjusted and replaced
- Irrigation valve replaced on soccer fields
- Chain link fencing repaired around irrigation controller at entrance of the park

Palermo Park

- Pool bathrooms pressure washed
- sprinkler heads repaired and adjusted
- broken irrigation lines repaired
- broken tree limbs cut up and removed
- injectors and pipe repairs made to pool system
- picnic area was painted, pressure washed and sanitized

Play Town/Nolan

- Brandt field outfield gates fabricated in house and installed
- Pomona field fence repairs made
- Nolan in field sprayed with herbicides (continued rest of fields and fence lines)
- Breaker repaired on main power breaker box
- Broken sprinkler heads replaced and adjusted
- Ground squirrel holes filled with dirt (next day the dirt is removed by the ground squirrels we will continue to fill holes)

Tennis courts

- Courts blown off (will now happen once a week)
- Trees trimmed



JULY 2021 DEPARTMENT UPDATES

- north side area weeds cut down
- irrigation adjustments made on timers
- sprinkler heads replaced

Skate Park

- repairs made to new black fencing
- pressure washed and disinfected
- screws tightened on ramps
- black plastic backing on half pipe screwed back on
- metal transitions on bottom of ramps screwed back on
- repairs made to sprinkler heads

Martin Luther King

- trees trimmed
- suckers at bottom of tree trimmed
- weed eat other side of parking lot on the south side of park across from restrooms
- gate fabricated and will be installed to help stop vehicle access
- telephone poles cut to finish fence around park
- amphitheater pressure washed
- graffiti removed
- leaking sinks repaired in restroom
- playground weeds pulled and removed
- camp cleaned and removed on backside of amphitheater
- ruts from unauthorized vehicles filled and smoothed out

Nelson

- 3 broken irrigation pipes repaired
- Broken sprinkler heads repaired
- Fence lines sprayed with herbicides
- Electrical wiring trenched for new irrigation controller by the pool
- Chain link fence repairs made

The accomplishment's listed above are task that are done while normal operations are under way. The trash run, pool maintaining, and landscaping are still being performed. We plan to get caught up on landscaping and have all areas that are normal maintained by a weed eater get sprayed with herbicides. Then shift our primary focus back over to Riverbend and finish trimming all trees and get the DG areas free of weeds. Get Riverbend back under control and looking great again.

Things have been going great. Staff attitudes and morale are at an all-time high. The crew's willingness to work with each other is increasing also. I am noticing a shift in pride in what they do work wise as well. It has been extremely pleasant. Limited staff remains to be a massive hurdle when it comes to getting extra work done and the maintenance crew is doing all they can to stay on top of things.



JULY 2021 DEPARTMENT UPDATES

Current Events/Projects:

Summer camp is taking part of the Free Summer Meals program for all children under 18yrs. The program will run until August 13, Monday thru Friday from 11:30 am-12:00pm

Upcoming Events/Projects:

Currently planning themes for our preschool upcoming year and reviewing all personnel files to make sure the staff is up to date with CPR & First Aid certifications.

Camp Activities: Summer camp children will be going to the Aquatic Center a few times throughout the summer. The Mobile book library will be coming to activity center to bring fun story time and free books for our children.

Administration, Events & Marketing

Victoria Anton – Executive Administrator

Ongoing & Completed Projects:

- Community Events:
 - Summer Concerts in the Park
 - The Riverbend Amphitheater is getting more attention than ever, and the 2021 series has drawn large crowds and unique vendors. Record-breaking high temperatures have presented many safety concerns this year and the District has received community support to move the concert series to cooler months.
 - Fall Concerts in the Park Series
 - The Summer Concert Series will shift to the fall season starting with a preview this September. Performances will take place every Friday night 5:30pm – 7:00pm, September 24th through October 15th
 - Volunteer Cleanup Days:
 - July 10th at Nelson Complex: 10 Volunteers picked up trash and removed weeds.
 - August 7th Community Cleanup at Palermo Park
 - August 7th FRRPD is partnering with the Gridley Stake Youth Conference to complete a large cleanup project along the Feather River Cleanup duties will include trash/debris collection, weeding and brush clearing.
- Staffing shortages continue to cause challenges during busy summer months.
- Representing FRRPD: Attended Explore Butte County Board, Oroville Tourism Committee, and Butte County Public Information Officer meetings.
- Community Support: The District partnered with the Community Action Agency of Butte County to host a food distribution event on July 16th at Nelson Complex.

Upcoming Events/Projects:

- Agreements & Contracts:
 - Facility use agreement renewal with the Oroville Youth Soccer Club: Riverbend Park
 - Update Security/Fire System Contract with Eagle Security: Activity Center
- PG&E Safety Fair:
 - PG&E hosted a safety fair on July 21st at Riverbend Park. The group utilized two soccer fields and eagle point pavilion. The event was closed to the public and limited to PGE employees/vendors.
- ACRT Arborist Training Planning
 - Independent Utility Vegetation Management Consulting Firm
 - Classroom Time at the Activity Center
 - Skill Training at Palermo Park



STAFF REPORT

DATE: JULY 27, 2021

TO: FRRPD BOARD OF DIRECTORS

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

RE: BUTTE COUNTY PUBLIC HEALTH (BCPH) CALFRESH GRANT FOR FITNESS STATIONS AT RIVERBEND PARK

SUMMARY

Staff has met with the BCPH a few times over the last year to discuss grant funding opportunities for exercise equipment at Riverbend Park. The result could add 6 fitness stations allowing for 14-15 body weight/stretching exercises. For this grant, the County provides the equipment and FRRPD is responsible for installation. Staff is also meeting with the Rotary Club of Oroville to see if Rotary can fund installation costs or provide a contractor to help. The County grant requires an MOU that is time sensitive to meet an equipment purchase deadline. This MOU is the signed agreement between both parties for the receiving, installation, maintenance, liability, and future County education/promotion/evaluation collaboration of the equipment. Pending FRRPD Board approval of the MOU, it will then go to the County for final approval.

RECOMMENDATION

Give the General Manager direction to sign the Memorandum of Understanding for the Riverbend Park Fit Trail Project.

ATTACHMENTS

1. Memorandum of Understanding
2. Fitness Station Catalogue Page

MEMORANDUM OF UNDERSTANDING
Between
County of Butte
And
Feather River Recreation and Park District

This Memorandum of Understanding (MOU) is by and between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “County” through its Public Health Department’s CalFresh Healthy Living program (CFHL) and Feather River Recreation and Park District, herein referred to as “Contractor”. This MOU shall set forth the types and terms of collaborative services between County and Contractor in relation to the installation, maintenance, promotion, data collection and Quick Response (QR) expansion project of an outdoor fitness trail system along a walking/jogging trail in Riverbend Park: Oroville, CA. (Riverbend Fit-Trail System)

PURPOSE

County’s purchase of outdoor fitness trail equipment for local and state trail systems aligns with the approved state and federal Supplemental Nutrition Assistance Program-Education (SNAP-Ed) 2020-2022 contract, mentioned here by reference only, granted to Butte County Public Health by the California Department of Public Health and California Department of Employment and Social Services, directly funded by the United States Department of Agriculture’s Food and Nutrition Services Supplemental Nutrition Assistance Program.

This MOU will serve as the pilot project for approved CalFresh Healthy Living/SNAP-Ed Integrated Scope of Work for Policy, System and Environmental change objectives, mentioned here by reference only, related to bicycle/walking paths and parks/open spaces. Strategies are to increase access to physical activity opportunities and daily quality physical activity, along with providing the resources to affect long-term behavioral economics in target populations within Butte County.

Butte County Public Health Department’s CFHL program shall purchase outdoor fitness trail equipment that will be placed at Riverbend Park, located at 50 Montgomery St, Oroville, CA 95965, Oroville, CA in collaboration with Feather River Recreation and Park District. This MOU is the signed agreement between both parties for the receiving, installation, maintenance, liability and future county education/promotion/evaluation collaboration of above stated equipment.

SERVICES TO BE PROVIDED:

Duties and Responsibilities of Contractor:

Contractor shall:

- Receive, install, maintain and promote the outdoor fitness trail equipment provided by the county and submit receipt of delivery for the system on or before September 23, 2021.
- Receive, install and maintain permanent government sponsor signage at the beginning of the outdoor fitness trail course. (Sponsor/course introductory signage will be designed in collaboration between both parties and will be provided by CFHL no later than May 15, 2022).
- Ensure that all installation is performed per State of California and the Department of Industrial Relations policies.
- Assume all liability; County, state and federal funding agencies will not be held liable for any equipment issues or injuries that may be sustained while using the outdoor fitness trail equipment.

- Ensure permanent installation of equipment and funder/introduction signage will be in place no later than May 30, 2022.
- Provide free public access and use/accessibility of the outdoor fitness trail equipment during park's operating hours for the life of the equipment.
- Provide CFHL open access to independently conducted data/assessments/reports of park usage studies after outdoor fitness trail equipment installation and allow CFHL permission to use data to conduct research and program evaluation efforts.
- Provide CFHL open access to independently conducted historical data/assessments/reports related to park utilization, community feedback, etc. when feasible.
- Relinquish County funded outdoor fitness trail equipment back into the care of the County should it be removed and/or replaced before a time period no greater than 25 years to the date of this signed agreement. Both County and Contractor shall retain this contract until September 30, 2046.

Duties and Responsibilities of County:

County shall:

- Provide and ship outdoor fitness trail equipment (including sponsorship signage) to Contractor.
- Provide sponsorship signage designed in a collaborative effort of both the County and Contractor to be purchased at a later date, before installation of outdoor fitness trail equipment.
- Provide technical assistance and promotion of the installed outdoor fitness trail equipment through September 30, 2025.
- Provide Contractor limited access (limited information as it pertains to Health Insurance Portability and Accountability Act-- HIPAA standards) to CFHL independently conducted data/assessments/reports related to installation and public usage of the outdoor fitness trail equipment through September 30, 2025.

List of Equipment Provided by County:

- Qty. 1 – StayFIT ExerTRAC station FE-1322, modified without leg stretch, in-ground mount, black post with green activities.
- Qty. 1 - StayFIT ExerTRAC station FE-1320 as shown on drawing, in-ground mount, black post with green activities.
- Qty. 1 - StayFIT ExerTRAC station FE-1330 as shown on drawing, in-ground mount, black post with green activities.
- Qty. 1 - StayFIT ExerTRAC station FE-1340 as shown on drawing, in-ground mount, black post with green activities.
- Qty. 1 - StayFIT ExerTRAC station FE-1358 as shown on drawing, in-ground mount, black post with green activities.
- Qty. 1 - StayFIT ExerTRAC station FE-1334 modified to have the pistol squat replacing the squat station, in-ground mount, black post with green activities

Contractor and County jointly agree to:

- Collaborate on the placement of each trail station before permanent installation.
- Collaborate to gather primary data relating to park utilization, community feedback, etc. before and after installation of outdoor fitness trail equipment.
- Collaborate on city/county-wide social media promotion of trail equipment through September 30, 2025.

- The use of the (pilot) Riverbend Fit-Trail System (Including data collection/reporting; project collaboration/install and promotional components) as part of the State of California's CFHL Programming success stories, mentioned here by reference only, through September 30, 2025.
- Collaborate the development, installation and promotion of Quick Response (QR) Fitness and/or Nutrition codes to attach to trail stations through September 30, 2025.

TERM: The term of this MOU shall become effective upon date of execution and continue through September 30, 2025; unless otherwise stated in the above bulleted points.

COMPENSATION: This MOU is non-financial in nature and binds no party to financial obligations to any other.

INDEPENDENT CONTRACTOR: Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County. Contractor agrees to file tax returns and pay all applicable taxes on Agreements paid pursuant to this Agreement.

INDEMNIFICATION: Contractor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the County, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by Contractor hereunder, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the active negligence or willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. Contractor shall be liable to County for any loss of or damage to County property arising out of or in connection with Contractor's negligence or willful misconduct.

INSURANCE:

- A. Without limiting Contractor indemnification, Contractor shall procure and maintain for the duration of this MOU, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by Contractor, and Contractor agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Attachment I, Standard Insurance Requirements, which by reference is made part of this MOU. Certificates evidencing the maintenance of Contractor's insurance coverage shall be filed with County.
- B. The County of Butte self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. The County self-insures losses up to \$100,000 per occurrence. Losses exceeding \$100,000 are covered by an excess insurance purchased through the Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to 25 million dollars, which the County is legally required to pay because of liability imposed by law or assumed by contract. A recent actuarial evaluation performed by Bickmore Risk Services found the County's self-insurance reserves to be adequately funded.

As soon as Contractor takes possession of above listed equipment, Contractor shall be responsible and liable for all aspects equipment, as well as injury and/or death.

ALTERATION OF TERMS: The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

NOTICES:

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

County:
Lori Mattos Hungerford
Butte County Public Health
202 Mira Loma Dr.
Oroville, CA 95965
LHungerford@buttecounty.net

Contractor:
Shawn Rohrbacker
Feather River Recreation and Park District
1875 Feather River Blvd
Oroville, CA 95965
shawn@ffrpd.com

DISPUTE RESOLUTION: Any disagreements that may occur shall be resolved at the lowest possible level within County and Contractor and with a cooperative spirit. County and Contractor will designate individuals who are responsible to resolve issues in a timely fashion regarding this MOU. Should agreement not be reached between County and Contractor after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.

APPLICABLE LAW AND FORUM: This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in the County of Butte.

TERMINATION: County and Contractor each reserve the right to terminate this MOU at any time upon thirty (30) days prior written notice.

NO DELEGATION OR ASSIGNMENT: Contractor shall not delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider.

ATTACHMENT V: Some authorized costs incurred by County may be reimbursed by the Federal Emergency Management Agency (FEMA). Contractor shall comply per Attachment V, Regulatory Compliance Requirements, attached hereto and incorporated herein.

SIGNATURE AUTHORITY: Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

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

CONTRACTOR

COUNTY

Shawn Rohrbacker, General Manager Date
Feather River Recreation and Park District

Tamara Ingersoll Date
Deputy Director
General Services Department

Danette York, M.P.H. Director Date
Butte County Public Health Department

Approved as to Form:

BUTTE COUNTY COUNSEL

By: _____
Date

Reviewed for Contract Policy Compliance

By: _____
General Services Date
Contract Division

ATTACHMENT II

INSURANCE REQUIREMENTS FOR MOST CONTRACTS

Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) **Automobile Liability:** ISO's Commercial Automobile Liability coverage form CA 00 01.
 1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than **\$100,000** per person, **\$300,000** each accident, **\$50,000** property damage may be provided in lieu of Commercial Automobile Liability Insurance.
- 3) **Workers' Compensation Insurance:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury and disease. *(Not required if Contractor provides written verification he or she has no employees.)*

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Commercial Auto policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including

materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

- 2) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements **before** beginning work under this contract.

Attachment V

Revised 5/2021

EXPENSE CONTRACTS Regulatory Compliance Requirements

All County Contracting shall comply with 2 CFR, Part 200 and legislation for the regulation of labor, safety and environmental protection, emergency preparedness and advisories, and any other codified criteria including but not limited to the following as relevant to this Contract:

1. Remedies:

Contractor Performance and the Breach Thereof

The County may terminate this Contract and is relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. The Contractor shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the County shall notify the Contractor of the breach and thereby the termination of this Contract. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due the Contractor under this agreement and the balance, if any, shall be retained by the County.

Termination for Cause and Convenience

In the event the Contractor fails to perform in accordance with the terms of this Contract within the time specified, if any, or a reasonable time after placement of this order, the County Purchasing Agent may by written notice, cancel this Contract and may hold the Contractor liable for any damage caused the County by reason of failure to perform in accordance with these conditions.

It is agreed by the parties to this Contract that in case all the work called for under the Contract in all parts and requirements is not finished or completed within the time period as set forth in this Contract, damage will be sustained by the County of Butte, and that it is and will be difficult or impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the County the sum of one hundred dollars (\$100) per calendar day for each and every working days' delay in finishing the work in excess of the time period prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under this Contract or any other Contract between the County and the Contractor.

2. Equal Employment Opportunity. As provided under 41 CFR § 60-1.4(b)

Key Definitions

Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving

such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the

Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

3. Davis-Bacon Act

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

4. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) provides that the County and the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to the Federal awarding agency.

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Compliance with the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701–3708

- (1) Overtime requirements. No contractor or subcontractor contracting for any part

- of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal

agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act

The Contractor and the County agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Cal OES, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Energy Efficiency

- (1) Contractor will comply with all standards and policies relating to energy efficacy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Suspension and Debarment

The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) the Contractor will use the following certification:

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and

agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> . The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products> ."

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also § 200.471.

14. Telecommunication Costs and Video Surveillance Costs

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

15. Additional FEMA Requirements

Changes

Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

Access to Records

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's

access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

19. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

By execution of this CONTRACT including this Attachment V the Contractor certifies that compliance with all the stated regulatory requirements as stipulated and where action is appropriate and required as a means of compliance, shall endeavor in good faith to conform to regulations and in no way are they connected to any federal, state or local debarment proceedings.

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Incline Sit-Up



Back Extension



Angle Ladder



Decline Push-Up



Parallel Bars



Single Leg Stretch



Triple Leg Stretch



Triceps Dip/Push-Up



Single Pull-Up



Balance Walk