



**FEATHER RIVER RECREATION & PARK DISTRICT**  
Special Board Meeting  
October 4, 2022

**ACTIVITY CENTER**  
1875 Feather River Blvd.  
Oroville, CA 95965

## **AGENDA**

**Open Session 5:00 PM**

Written comments must be sent to [victoriaa@frrpd.com](mailto: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**

### **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.*

### **ACTION ITEMS**

- 1. Employment Contract with Alliance for Workforce Development (Appendix A)**  
*Authorize Staff to Sign Employment Contracts*  
Motion:  
Vote:
- 2. Review Bids: Riverbend Fitness Equipment Installation (Appendix B)**  
*Award Contract*  
Motion:  
Vote:

### **ADJOURNMENT**



## **STAFF REPORT**

**DATE: OCTOBER 4, 2022**

**TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS**

**FROM: DEBORAH PELTZER, BUSINESS MANAGER**

**RE: CONTRACT WITH EMPLOYMENT PROGRAM ALLIANCE WORKFORCE DEVELOPMENT**

### **SUMMARY**

Staff has partnered with Alliance for Workforce Development program seeking potential employees to fill part-time vacant positions. Alliance offers a program which reimburses employers 100% of gross wages for 6 months, if FRRPD hires a candidate enrolled in the STEP program.

The Skills Training Employment Program (STEP) is funded by the State to the local County Social Services Departments. The funding is related to AB74, Calworks recipients on Welfare to Work programs are assisted to find and potentially retain employment. The program allows for a wage reimbursement of 6 months while the STEP participant attains new skills and gets an opportunity they may not have previously been awarded due to barriers.

The potential employees are subject to all FRRPD hiring procedures including interview, DOJ background, drug screens and reference checks. If hired, they are a FRRPD employee. They are obligated to follow District policy, covered by workers compensation, attend safety trainings, they are a FRRPD employee.

The contract between Alliance for Workforce Development and FRRPD is one contract per employee. Staff is requesting approval to sign contracts as needed, if and when FRRPD interviews a candidate and finds their qualifications a good fit for an open position.

### **RECOMMENDATION**

Authorize staff to sign contracts as needed.

# AB74 AGREEMENT

Contract Number:

Name:	<u>AGENCY:</u> AFWD, Inc.	<u>EMPLOYER:</u> <b>EMPLOYER</b>
Address:	PO Box 3750	<b>ADDRESS</b>
City, State, Zip:	Quincy, CA 95971	<b>CITY, STATE ZIP</b>
Contact Person:	<b>BSR</b>	<b>CONTACT PERSON</b>
Telephone:	<b>PHONE</b>	<b>PHONE</b>
Fax:	<b>FAX</b>	<b>FAX</b>
Participant Job Title:	<b>POSITION</b>	
Participant's Hourly Wage:	<b>\$</b>	
Maximum Hours Worked Per Week:	<b>HOURS PER WEEK</b>	
Maximum Contracted Hours:	<b>TOTAL HOURS</b>	
Maximum Contracted Amount:	<b>\$</b>	

This Agreement is entered into by Alliance for Workforce Development, Inc. (AFWD, Inc.) and **EMPLOYER**, the "Employer", to provide Employment for **PARTICIPANT**.

The term of the agreement is as follows:

**(START DATE TO END DATE)**. Employer will be reimbursed consecutively for the term of the agreement, not to exceed a six-month period. The employer will be reimbursed 100% of the employees starting rate of pay.

Reimbursement will be made on the participant's starting wage rate. If participant wage rate increases during the term and/or options of this agreement, Employer acknowledges and understands AFWD will not reimburse the rate increase.

## **The Employer:**

1. Agrees to abide by all rules and regulations outlined in this Agreement.
2. Assures that a legitimate need for the position exists.
3. Shall employ and train the participant (hereinafter "participant") in the occupation(s) in accordance with the Outline in *Exhibit A* attached hereto and incorporated herein.
4. Shall not subcontract the training of the participant.
5. Assures that no currently employed worker is displaced by any participant, including partial displacement such as a reduction in non-overtime hours, wages, employment benefits, and/or infringement upon promotional opportunity.
6. Shall not hire a participant where any other individual is on layoff from the same or a substantially equivalent job, or terminate the employment of any regular employee with the intention of filling the vacancy so created with a participant.

7. Assures that he/she is not experiencing abnormal labor conditions such as strikes, lockout, or layoffs.
8. During the contract term, the Employer shall ensure that the participant:
  - a. Is an employee of the Employer and under a payroll system that includes documentation of attendance, dates worked and number of hours worked per date, computation of gross wages, deductions, and net pay, and a maintenance system for cancelled checks;
  - b. Receives the same benefits as Employer's other similarly-situated employees (including, but not limited to: sick leave, vacation pay; holiday pay, health insurance, unemployment insurance, retirement, working conditions, etc.);
  - c. Is paid the starting wage or salary indicated in *Exhibit A*;
  - d. Is provided Worker's Compensation coverage;
  - e. Is provided, by the Employer, safety instruction and equipment necessary for reasonable protection against injury and damage. If the Employer provides special clothing or equipment to regular employees, the Employer shall provide the same type of clothing or equipment to the participant performing similar work.
  - f. Shall receive training that will, to the maximum extent feasible, contribute to the occupational development or upward mobility of the individual participant.
9. Agrees that the services and activities outlined in this agreement shall be provided to the participant by, or under the supervision of, the Employer.
10. Understands that if the participant does not begin working with the Employer following execution of this Agreement, AFWD, Inc. will not be responsible for any costs incurred by the Employer, nor will the Employer be entitled to any payment for training such participant.
11. Agrees to inform AFWD, Inc. of any absenteeism, attendance or job performance issues that may arise regarding a participant enrolled in the program funded by this Agreement. The Employer also agrees to provide AFWD, Inc. with notice and an explanation of any termination of a participant for any reason, within 24 hours of termination.
12. Agrees that the Employer, or immediate supervisor of the participant, is not a member of his/her immediate family (defined as: wife, husband, son, daughter, step-child, mother, father, step-parent, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent or grandchild).
13. May terminate this Agreement with good cause and shall notify AFWD, Inc. immediately.
14. Agrees that no alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements not incorporated herein.
15. Agrees that all agents and employees of the Employer shall act in an independent capacity and not as officers, employees, or agents of the AFWD, Inc. The Employer shall not subcontract in the name of the AFWD, Inc.
16. Agrees to conduct business in accordance with federal, state, and local laws and administrative regulations, including all laws and regulations pertaining to employees of the Employer.

17. Agrees to indemnify and hold harmless AFWD, Inc., their officers, agents, and employees, from any and all claims, losses, expenses, costs, obligation, and liabilities resulting or arising from the operation of the program funded by this Agreement, or any Amendment thereto.

18. Assures that the proposed work site has been in operation/existence at the same physical address for at least one year (365 days).

If the business has been in operation/existence at the proposed work site for less than one year, the Employer assures that the proposed work site location was not established as a result of relocation from another area that resulted in a loss of employment for any employee of such establishment at the original location.

19. Shall provide a written grievance procedure to the participant, which the participant may use to make any complaint or grievance to the Employer.

20. Assures that the position the participant is being hired for does not involve political activities; nor will the participant be involved in activities that assist, promote, or deter union organizing.

21. Certifies, under penalty of perjury, in signing this Agreement, that no more than one unappealable finding of contempt of court by a federal court has been issued against the Employer within the immediately preceding two-year period because of the Employer's failure to comply with a federal court which orders the Employer to comply with an order of the National Labor Relation Board.

22. Agrees to allow authorized representatives of AFWD, Inc. access to the participants on site and during scheduled training and/or work hours.

23. Agrees to provide the federal Department of Labor (DOL), the State of California Employment Development Department (EDD), the Butte County Department of Employment and Social Services (DESS), and AFWD, Inc., through any authorized representative, access to and the right to examine all records and documents related to this Agreement for monitoring and audit purposes and to conduct Employer and participant interviews. The Employer agrees to maintain said records and documents for a period of five (5) years from the date of termination of this Agreement. Employer understands that failure to provide access to records shall be grounds for immediate termination of this Agreement.

24. Agrees to immediately notify AFWD if a case of COVID-19 is detected at the work site, which includes but is not limited to an instance where a participant or work site staff tests positive for COVID-19, or a third-party that closely interacts with participant or work site staff tests positive for COVID-19.

25. Agrees to comply with the requirements of the COVID-19 Program and with the regulations and policies promulgated by Department of Labor (DOL), the State of California and AFWD

#### **AFWD, Inc.:**

1. Shall reimburse the Employer for providing employment to the participant under the terms hereof. The reimbursement amount is subject to the hours worked by the participant and the reimbursement rate set forth in *Exhibit A*. Total reimbursement to the Employer for the term of this agreement shall not exceed the maximum contract hours or maximum reimbursement amount in *Exhibit A*.

If funds anticipated to be received by AFWD are suspended or terminated in whole or in part, funding for this agreement may cease at the option of AFWD. Acceptance of this agreement is based solely upon the allocation and availability of funding and the funding of the agreement is limited by the actual availability of AFWD funding.

2. Shall authorize payment to the Employer on a reimbursement basis. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted. Invoices must reflect the time period the participant worked, the number of hours worked by the participant and the amount requested for reimbursement. Required supporting documentation includes 1) applicable timecards signed by the employer and participant, and 2) payroll journals or pay stubs reflecting payment of wages to the participant by the Employer (including computation of gross wages, deductions, net pay and check number). Any discrepancies in payment to the participant and hours worked by the participant will have a written explanation. AFWD will authorize payment to the Employer only for hours worked by the participant for which the participant was paid. AFWD will authorize payment to the Employer no later than 45 calendar days **after receipt** of a complete invoice and all supporting documentation. Employer must submit its final invoice to AFWD within 10 days of the contract termination date.
3. Shall reimburse, under the Agreement, only the cost incurred during the basic work week (i.e. the normal number of regular working hours exclusive of shift differential, sick leave, vacation and holiday pay).

Reimbursement for overtime hours during the basic work week may be paid, but only at the hourly reimbursement rate outlined in *Exhibit A* (the Employer must pay the employee all normal overtime wages, regardless of the amount of reimbursement received from AFWD, Inc.). These overtime hours will be counted as part of the total number of hours shown in *Exhibit A*.

4. Has the right to observe and monitor all conditions and activities involved in the performance of this Agreement and has the right to verify cost or pricing data submitted with respect to this Agreement by examining the Employer's books, records, or documents pertaining to this Agreement during the Employer's normal business hours. Employer agrees to retain all records relating to this Agreement for a minimum of three years after the end date of this Agreement.
5. May immediately terminate this Agreement upon written notice to the Employer at such time as funds are not available to it through the United States Department of Labor or the State of California.
6. Agrees that no alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the parties hereto. There are no oral understandings or agreements not incorporated herein.
7. AFWD, Inc. shall visit the work site on a monthly basis for the purpose of monitoring the contract and preparing a reimbursement invoice. Employer shall prepare an appropriate invoice after reviewing and verifying attendance and payroll records. Employer shall submit invoice and supporting documentation such as timecard and payroll journal to AFWD, Inc. A reimbursement check will be mailed at the end of the contract term to the Employer based on the hours of employment at the agreed upon reimbursement rate.
8. Employer certifies that participation in the "AB74 Program" administered by the Alliance for Workforce Development will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of a

participant in the AB 74 Program, or it has no collective bargaining agreement with a labor organization that covers the participant's position.

- 9. AB 74 Program shall not be utilized in cases where the participant has previously worked for the Employer in the same, similar or for an upgraded job.
- 10. Once a month for the length of the contract, AFWD, Inc. staff will contact both the Employer and the participant to monitor the progress of the agreement. The Employer will notify AFWD, Inc. staff if the participant is having difficulty with any part of the training and/or work. In the event the Employer, the participant, or AFWD, Inc. is dissatisfied with the progress, staff shall intervene and attempt to resolve any dissatisfaction. If it is determined that the participant is in need of supplemental training, AFWD, Inc. staff and the Employer will work together to develop a plan to assist the participant in obtaining the skills necessary to perform the duties of the job. If a solution cannot be reached, the participant may be reassigned or have their employment terminated, or the contract with the Employer may be terminated.
- 11. In the event the participant becomes "ineligible" for the AB74 program the contract will terminate immediately.
- 12. AFWD, Inc. may extend the Agreement for extended absences due to disability or other reasons.

**IN WITNESS WHEREOF**, this Agreement has been executed, by and on behalf of the parties hereto, for the term shown on Page 1 and in Exhibit A.

**Employer**

**AFWD, Inc.**

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Program Manager Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Program Manager Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**EMPLOYER AND JOB RELATED INFORMATION**

**Employer:**

- Nature of Business:
- Year Business Established:
- Industry Cluster:
- Private or Private Non-Profit:
- Number of Employees:
- Federal Tax I.D. # :
- Worker's Compensation Insurance Carrier:
- Participant's Supervisor:
- Basic Work Schedule:
- Employer Pay Period(s):

Employer Pay Date(s):

**The worksite certifies they are not experiencing abnormal labor conditions such as strikes or lockouts. The OJT trainee will not dislocate or affect employment or promotional opportunities for employer's current or laid off employees. Employer Initial: \_\_\_\_\_**



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