



FEATHER RIVER RECREATION & PARK DISTRICT
Special Board Meeting
July 10, 2023

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

AGENDA **Closed Session 5:30pm/Open Session Immediately Following**

If you need special accommodations to participate in this meeting, please contact (530)533-2011.

CALL MEETING TO ORDER

ROLL CALL

Chairperson Shannon DeLong
Vice-Chairperson Scott "Kent" Fowler
Director Devin Thomas
Director Clarence "Sonny" Brandt
Director Greg Passmore

PLEDGE OF ALLEGIANCE

CLOSED SESSION

- 1. General Manager position**, Pursuant to Government Code section 49457

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 a brief response by the Board or staff to a statement or question relating to a non-agenda item.*

ACTION ITEM(S)

- 1. Agreement with Sac Valley Law, LLP for Legal Services (Appendix A)**
Motion:
Vote:
- 2. FRRPD Board of Director review and respond to letter written by SBF Chair addressed to FERC regarding SBF committee support of relicensing agreement (Appendix B)**
Motion:
Vote:
- 3. Agreement with Victoria Anton Teague for employee training services (agreement to be presented at meeting)**
Motion:
Vote:

ADJOURNMENT



STAFF REPORT

DATE: JULY 10, 2023

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: AGREEMENT LEGAL SERVICES WITH SAC VALLEY LAW FIRM

SUMMARY

Long term FRRPD legal counsel, Jeff Carter, retired in June 2023.
FRRPD will transfer legal counsel contract to Sac Valley Law Firm, Gridley, CA.

RECOMMENDATION

Approve contract to retain legal services with Sac Valley Law, LLP

ATTORNEY-CLIENT RETAINER AGREEMENT

SacValleyLaw LLP (“Attorneys”) and Feather River Recreation and Park District (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement, and (b) Attorneys acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect as of immediately.

2. SCOPE OF SERVICES AND ATTORNEY’S DUTIES

Client hires Attorneys to provide legal services as general counsel for Client to provide legal counsel of a general nature concerning transactions, events, and inquiries by Client. Attorneys will provide those legal services reasonably required to represent Client as to general matters and refer the client to a qualified specialist in the event specialized knowledge is necessary for a particular aspect of legal advice. Attorneys will take reasonable steps to keep Client informed and to respond to Client’s inquiries. This Agreement does not cover representation in litigation matters or an appeal thereof, nor does it address collection proceedings after judgment or proceedings regarding renewal of a judgment. A separate written agreement for these services or services in any other matter not described above will be required.

3. CLIENT’S DUTIES

Client agrees to be truthful with Attorneys and not withhold information. Further Client agrees to cooperate, to keep Attorneys informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time, and to keep Attorneys advised of Client’s address, telephone number and whereabouts. Client will assist Attorneys by timely providing necessary information and documents. Client agrees to appear at all legal proceedings when Attorneys deem it necessary, and generally to cooperate fully with Attorneys in all matters related to the preparation and presentation of Client’s claims.

4. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Attorney’s rates as set forth below for all time spent on Client’s matter by Attorneys and Attorney’s legal personnel. Current hourly rates for legal personnel are as follows:

Partners	\$300/hour
Staff	\$115/hour

The rates on this schedule are subject to change on 30 days written notice to Client. If Client declines to pay increased rates, Attorneys will have the right to withdraw as Attorneys for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Attorneys spends on telephone calls, e-mails and other electronic communications relating to Client’s matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons. Time is billed in minimum

increments one-tenth (.1) of an hour. Attorneys will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

5. COSTS AND OTHER CHARGES

(a) Attorneys will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, translator/interpreter fees, jury fees, notary fees, deposition costs, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – \$0.10 cents per page; (3) postage at cost; and (4) computerized legal research at cost.

(b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorneys and Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorneys will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(d) Attorneys will obtain Client's consent before incurring any costs in excess of \$750.00.

6. OTHER FEES AND COSTS

Client understands that if one of Client's cases proceeds to court action or arbitration, the court may award attorney fees as well as some or all of the type of costs enumerated in Paragraph 5 above to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorneys pursuant to this agreement.

7. BILLS

Attorneys will send Client periodic bills for fees and costs incurred. Each bill will be payable within 30 days of its mailing date. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorneys and to promptly communicate any objections, questions, or concerns about their contents.

8. LIEN

Attorneys have a lien on any and all claims that are the subject of Attorneys representation under this Agreement. Attorney's lien will be for any sums owing to Attorneys for any unpaid costs, or attorney

fees, at the conclusion of Attorneys services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that Attorneys may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorneys have been discharged before the end of the case. In the event Attorneys withdraw from representing Client without cause, Attorneys will not be entitled to any lien for fees. The lien will exist and attach to any recovery only for costs already advanced by Attorneys pursuant to Paragraph 6. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's own choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer - Client agrees that Attorneys will have a lien as specified above.

_____ (Client Initials) _____ (Attorney Initials)

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorneys will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL

Client may discharge Attorneys at any time. Attorneys may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorneys may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorneys to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorneys at the agreed rates for all services provided and to reimburse Attorneys for all costs advanced.

11. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, Attorneys will retain the case file for a period of 5 years after which Attorneys are authorized by this agreement to have the case file destroyed. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

12. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any matter in which Attorneys represent Client. Attorneys make no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client, or estimate of fees given by Attorneys, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

14. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I have professional liability insurance.

15. NO TAX ADVICE

Attorneys have not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorneys may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

17. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

18. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

19. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorneys on behalf of Client commencing with the date Attorneys first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorneys the reasonable value of any services Attorneys may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEYS FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

DATED: _____

Feather River Recreation and Park District
Signed By: _____
Address: _____

Telephone: _____
E-mail: _____

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SACVALLEYLAW LLP

DATED: _____

By: Brian C. Hamman _____



STAFF REPORT

DATE: JULY 10, 2023

TO: FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS

FROM: DEBORAH PELTZER, BUSINESS MANAGER

RE: Supplemental Benefits Fund Committee letter to FERC

SUMMARY

At the request of Chairperson Shannon DeLong and Director Sonny Brandt, staff included the attached letter on the agenda as an Action Item. The FRRPD Board of Directors to review and respond to the attached letter.

ATTACHED: SBF letter addressed to FERC

Appendix B



**Supplemental Benefits Fund
City of Oroville Fund Administrator
1735 Montgomery Street
Oroville, California 95965**

**SBF Voting Committee Members
City of Oroville: David Pittman (Chairperson), Krysi Riggs, Tracy Johnstone
Feather River Recreation & Park District: Shannon DeLong (Vice Chairperson), Sonny Brandt**

May 25, 2023

Chairman Willie L. Phillips
Commissioner James Danly
Commissioner Allison Clements
Commissioner Mark C. Christie
Federal Regulatory Energy Commission
888 First Street NE
Washington, DC 20426

Re: Oroville Ca Project No 2100

Dear Chairman Phillips and Commissioners,

No one anticipated that seventeen years after the signing of the Oroville Settlement Agreement for the relicensing of the Oroville Facilities it would still remain without final approval from FERC. The Settlement Agreement triggers multiple and substantial on-going habitat improvements in and near the Feather River and Lake Oroville by the California Department of Water Resources (DWR). Additionally, based on license approval, DWR could provide up to one million dollars annually to Oroville an underserved community.

The Oroville Supplemental Funds (SBF) is a measure agreed to among the parties, but not included in the new project license for the Oroville Facilities FERC Project 2100, that is intended to provide funding to the Great Oroville Region for recreation and economic stimulus. DWR as part of Appendix B of the Settlement Agreement did provide good faith up-front funds in the amount of \$11,270,000 to be used to fund the SBF

and allow benefits to the Oroville Community. Attachment A displays how those funds, which have now been fully released, have been used.

We understand and appreciate that there have been extenuating circumstances ranging from FERC's lack of a quorum, delays with the Biological Report originally to be done by December 13, 2007, but actually taking nine years to complete. Then in 2017 the failure of the Oroville Spillway. The continued approval delays only exasperate the true beneficiaries, the citizens of California.

The long-term funding to the SBF is at a standstill until the License for Oroville Project No 2100 is approved by FERC. We encourage FERC to bring this long delay to closure by approving the new license for the Oroville Facilities Project No 2100.

Sincerely,

David Pittman
Chairperson

Cc:

Senator Diane Feinstein
Senator Alex Padilla
Congressman Douglas LaMalfa
SBF Steering Committee
City Council City of Oroville

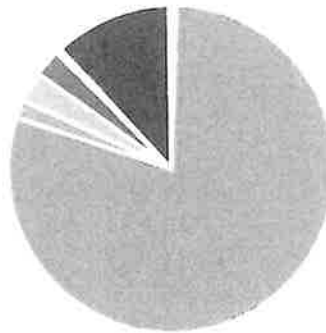
Attachment A

Attachment A

Supplemental
Benefits Funds
Received
2007-2013

Small Projects	58,135
Large Projects	8,971,998
Event Coordinator	203,500
Chamber	337,272
Studies	302,814
Other	53,533
Administration	1,315,837
Unencumbered	26,911
Total SBF Funds	11,270,000

SBF Funds Received
2007-2013



- Small Projects
- Large Projects
- Event Coordinator
- Chamber
- Studies
- Other
- Administration
- Unencumbered