



FEATHER RIVER RECREATION & PARK DISTRICT
Regular Board Meeting
April 26, 2022

ACTIVITY CENTER
1875 Feather River Blvd.
Oroville, CA 95965

AGENDA **Closed Session 5:30 PM/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

Property Negotiations, Pursuant to Government Code Section 54956.8

CLOSED SESSION ANNOUNCEMENTS

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 event sponsors, Explore Butte County, Oroville Chamber of Commerce, Department of Water Resources and Feather Falls Brewery, for contributions to the 2022 Wildflower & Nature Festival.

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. March 22, 2022 Regular Board Meeting Minutes (Appendix A)

2. March 2022 Financials (Appendix B)

Consent Agenda Motion:

Vote:

ACTION ITEMS

1. Joint Powers Agreement with the California Association for Park and Recreation Indemnity (CAPRI)

As per the direction given by the FRRPD Board of Directors at the December 14, 2021 board meeting, Staff has moved forward with a notice to withdraw from Workers' Compensation, General Liability, and Property coverage through SDRMA and has started to take those steps necessary to obtain coverage through CAPRI, starting on July 1, 2022, for FY22-23. CAPRI requires the attached agreement from the District and Board. (Appendix C)

Motion:

Vote:

2. Resolution 1985-22: A Resolution of the Board of Directors of the Feather River Recreation and Park District authorizing Application for a Certificate to Self-Insure by the District (Appendix D)

Whether FRRPD is insured by CAPRI or SDRMA, FRRPD is self-insured. Either way, FRRPD is in a self-insurance pool with several other public agencies. CAPRI administers everything on FRRPD and co-members' behalf. Once all documents are filed, the OSIP will issue a Certificate of Consent to Self-Insure to the District and assign a certificate number but it will reflect that CAPRI is the Master Certificate Holder. CAPRI is responsible for annual reporting and day to day administration of claims.

This resolution approves membership with CAPRI coverage for an initial 3-year program and authorizes an application with the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and empower an individual (FRRPD General Manger) authorized to execute all documents required for such application.

Motion:

Vote:

3. Facility Use Agreement: Oroville Orcas (Appendix E)

Motion:

Vote:

4. Facility Use Agreement: Thermalito Elementary School District (Appendix F)

Motion:

Vote:

5. Nelson Complex Light Project Request for Quote: Notice inviting bids (Appendix G)

Staff report provided by Deborah Peltzer.

Motion:

Vote:

6. California State Assembly Bill AB 2633 (Appendix H)

The bill will be voted on by the state legislature later this year.

Motion:

Vote:

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

CORRESPONDENCE

Letter from the Yuba Feather Historical Association (Appendix J)

UNFINISHED BUSINESS

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. May: Special Meeting Budget workshop & BAD Committee Meeting
3. May: Regular Board meeting Adopt preliminary budget, Adopt BAD assessment rate
4. June: Regular Board meeting Budget Public Hearing, Adopt Appropriation Limits
5. July: Regular Board meeting: Adopt final budget

ADJOURNMENT



FEATHER RIVER RECREATION & PARK DISTRICT

Regular Board Meeting
March 22, 2022

ACTIVITY CENTER

1875 Feather River Blvd.
Oroville, CA 95965

Draft Minutes **Closed Session 5:30 PM/Open Session Immediately Following**

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

CHAIRPERSON ROCCHI CALLED THE MEETING TO ORDER AT 5:30 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>

CLOSED SESSION ANNOUNCEMENTS

- 1. Property Negotiations, Pursuant to Government Code Section 54956.8**
Discussion only; no action was taken.
- 2. Public Employee Employment – Title: Rec Coordinator, Pursuant to Government Code section 54957**
Direction was given to staff.

PUBLIC COMMENT

No public comments were made.

ACKNOWLEDGMENTS

Thank you, agency partners, for your help during the Riverbend Park Cleanup on February 26th. Over 50 participants filled four 40-yard dumpsters.

CONSENT AGENDA

- 1. February 22, 2022 Regular Board Meeting Minutes**
- 2. February 2022 Financials**
- 3. Program Rate Increase**

Director Brandt made the motion to approve the consent agenda.
Director Thomas seconded the motion.

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

ACTION ITEMS

- 1. Resolution 1984-22: A Resolution of the Board of Directors of the Feather River Recreation and Park District Directing Preparation of the Engineer's Report for Fiscal Year 2022-23 for the Continuation of the Park Maintenance and Recreation Improvement District of the Feather River Recreation and Park District**
Director Brandt made the motion to adopt Resolution 1984-22.
Director Thomas seconded the motion.
***The motion to adopt Resolution 1983-22 passed with a unanimous vote.**

- 2. Copier Lease Agreement - Caltronics Business Systems**

Director Brandt made the motion to approve the copier lease agreement with Caltronics Business Systems.
Director DeLong seconded the motion.

***The motion to approve the copier lease agreement with Caltronics Business Systems passed with a unanimous vote.**

3. Bedrock Skate and Bike Park – Conceptual Design Services

Director Fowler made the motion to approve the Conceptual Design Service Agreement with Grindline. Director Thomas seconded the motion.

***The motion to approve the program/reservation fee changes passed with a 4-1 vote.**

4. Joint Use Agreement: Oroville Union High School District

Director DeLong made the motion to approve the joint use agreement with the Oroville Union High School District.

Director Fowler seconded the motion.

***The motion to approve the joint use agreement with the Oroville Union High School District passed with a unanimous vote.**

DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS WERE REVIEWED.

BOARD ITEMS FOR UPCOMING AGENDA(S)

1. April: Special Meeting Budget workshop
2. April: BAD Committee Meeting
3. May: Regular Board meeting Adopt preliminary budget, Adopt BAD assessment rate
4. June: Regular Board meeting Budget Public Hearing, Adopt Appropriation Limits
5. July: Regular Board meeting: Adopt final budget

CHAIRPERSON ROCCHI ADJOURNED THE MEETING AT 6:13 PM.

Feather River Recreation & Park District
 Profit & Loss Budget Performance
 March 2022

NOT FINAL
COUNTY REPORTS JAN-MAR22 HAVE NOT BEEN RECEIVED. COUNTY ACCOUNTS NOT RECONCILED

	Mar 22	Budget	\$ Over Budget	Staff Comments	Jul '21 - Mar 22	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Ordinary Income/Expense									
Income									
4100 - Tax Revenue					1,126,798	1,000,000	126,798	113%	1,900,000
4150 - Tax Revenue (BAD)					169,735	200,000	(30,265)	85%	308,000
4300 - Program Income	45,843	71,465	(25,622)	Classes \$4.5k, Preschool/Camp \$15k, Gym \$20k, Youth/Adult Sports \$2k, Rentals \$3k	435,004	669,181	(234,177)	65%	893,575
4400 - Donation & Fundraising Income					11,058	2,500	8,558	442%	2,500
4600 - Other Income	50		50		1,671	500	1,171	334%	1,000
4900 - Interest Income					5,548	10,000	(4,452)	55%	19,000
4905 - Interest Income - BAD					200	1,250	(1,050)	16%	2,500
Total Income	45,893	71,465	(25,572)		1,750,014	1,883,431	(133,417)	93%	3,126,575
Gross Profit	45,893	71,465	(25,572)		1,750,014	1,883,431	(133,417)	93%	3,126,575
Expense									
5000 - Payroll Expenses	117,015	139,225	(22,210)		1,059,062	1,272,448	(213,386)	83%	1,690,123
5031 - GASB 68 Benefit Expense					67,639	70,450	(2,811)	96%	70,450
5100 - Advertising & Promotion	91	917	(826)		1,321	8,249	(6,928)	16%	11,000
5120 - Bank Fees	481	584	(103)		2,483	5,248	(2,765)	47%	7,000
5130 - Charitable Contributions						1,250	(1,250)		2,500
5140 - Copying & Printing	758	844	(86)		6,850	7,593	(743)	90%	10,125
5155 - Employment New Hire Screen		150	(150)		233	1,550	(1,317)	15%	2,000
5160 - Dues, Mbrshps & Subscriptions					9,218	10,500	(1,282)	88%	10,500
5170 - Education & Development	120	500	(380)		791	6,500	(5,709)	12%	8,500
5175 - Equipment Rental	639	875	(236)		1,841	7,875	(6,034)	23%	10,500
5180 - Equipment, Tools & Furn (<\$5k)	3,863	3,633	230	Corn hole boards \$1.3k, Computer \$1.3k, Truck ramps \$500. Software subscriptions \$800	37,826	44,078	(6,252)	86%	54,977
5200 - Insurance					160,503	185,000	(24,497)	87%	185,000
5210 - Interest Expense - Operating	132	125	7		1,311	1,125	186	117%	1,500
5225 - Postage & Delivery		20	(20)		428	860	(432)	50%	1,500
5230 - Professional & Outside Svcs	9,326	14,750	(5,424)		129,924	183,550	(53,626)	71%	230,000
5260 - Repairs & Maintenance	21,607	14,700	6,907	Equipment repairs \$2k, Preschool playground improvements \$3k	141,473	148,800	(7,327)	95%	214,000
5270 - Security	2,737	1,650	1,087	Shop cameras install \$2.5k	10,206	15,050	(4,844)	68%	20,000
5280 - Supplies - Consumable	4,725	7,275	(2,550)	\$700 volunteer cleanup supplies	25,095	60,198	(35,103)	42%	82,523
5290 - Taxes, Lic., Notices & Permits	40	430	(390)		6,209	3,873	2,336	160%	5,163
5300 - Telephone/Internet	1,250	1,175	75		11,221	10,585	636	106%	14,110
5310 - Fuel, Travel and Meals	3,049	2,675	374		23,306	24,875	(1,569)	94%	32,900
5320 - Utilities	24,864	20,555	4,309		233,966	215,025	18,941	109%	309,350
7000 - Debt Interest	7,042	7,042	0		64,977	64,977	0	100%	85,570
Total Expense	197,739	217,125	(19,386)		1,995,883	2,349,659	(353,776)	85%	3,059,291
Net Ordinary Income	(151,846)	(145,660)	(6,186)		(245,869)				67,284
Other Income/Expense									
Other Income									
4200 - Impact Fee Income	150,317				298,013				
4500 - Grant/Reimbursed Expense Income	1,818			BCEO food program	441,495				
4650 - Insurance Proceeds					365,675				
4910 - Interest Income - Impact Fees					3,948				
9900 - Gain/(Loss) on Asset disposal					5,600				
Total Other Income	152,135				1,114,731				
Other Expense									
5102 - Insurance Claim Expense	75				12,812				
Total Other Expense	75				12,812				

Feather River Recreation & Park District
Balance Sheet Prev Year Comparison
As of March 31, 2022

9:13 PM
04/14/2022
Accrual Basis

not final

County accounts last reconciled Dec21. County
has not submitted month end reports Jan-Mar22

	Mar 31, 22	Mar 31, 21	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1010 · Treasury Cash				
1010.1 · Treasury Cash - General	872,839	570,289	302,550	53%
1010.2 · Treasury Cash - Reserve	347,494	302,494	45,000	15%
1010.3 · Treasury Admin Ins Proceeds	16,525	216,525	-200,000	-92%
1010.4 · Treasury Ins Proceeds Playtown	68,968	-2,423	71,391	2,946%
1010.5 · Treasury Nelson Pool Funds	391,661	0	391,661	100%
Total 1010 · Treasury Cash	1,697,487	1,086,885	610,602	56%
1020 · Imprest Cash	451	519	-68	-13%
1030 · BofW - Merchant Acct.	147,881	83,864	64,017	76%
1031 · BofW Project INS PROCEEDS	304,152	255,239	48,913	19%
1040 · Fund 2610 - BAD	205,361	196,194	9,167	5%
1050 · Impact Fees	817,358	521,780	295,578	57%
Total Checking/Savings	3,172,690	2,144,481	1,028,209	48%
Accounts Receivable	-37,064	-16,054	-21,010	-131%
Other Current Assets	191,709	191,695	14	0%
Total Current Assets	3,327,335	2,320,122	1,007,213	43%
Fixed Assets				
1410 · Land	627,494	627,494	0	0%
1420 · Buildings & Improvements	15,903,777	15,029,020	874,757	6%
1430 · Equipment & Vehicles	1,842,859	1,150,139	692,720	60%
1440 · Construction in Progress				
1443 · CIP Riverbend Restoration RB99	0	1,531,526	-1,531,526	-100%
1448 · CIP Nelson SBF NE99	864,404	207,331	657,073	317%
1450 · CIP Feather River Trail FRT99	23,460	5,765	17,695	307%
1451 · CIP Playtown Bathroom Fire	525,622	521,424	4,198	1%
Total 1440 · Construction in Progress	1,413,486	2,266,046	-852,560	-38%
1499 · Accumulated Depreciation	-6,165,308	-5,433,828	-731,480	-13%
Total Fixed Assets	13,622,308	13,638,871	-16,563	-0%
Other Assets				
1500 · FMV Adjustments	15,666	35,865	-20,199	-56%
1550 · GASB 68 CalPERS Valuation	191,855	203,139	-11,284	-6%
Total Other Assets	207,521	239,004	-31,483	-13%
TOTAL ASSETS	17,157,164	16,197,997	959,167	6%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable	54,599	336,921	-282,322	-84%
Credit Cards	12,627	1,587	11,040	696%
Other Current Liabilities	109,972	76,640	33,332	43%
Total Current Liabilities	177,198	415,148	-237,950	-57%
Long Term Liabilities				
2954 · Ford Motor Vehicle Loan	22,780	33,587	-10,807	-32%
2955 · Umpqua Bank Tax Exempt Bond A	2,446,113	2,669,389	-223,276	-8%
2960 · Umpqua Bank Taxable Bond B	66,000	95,000	-29,000	-31%
2975 · GASB 68 CalPERS Liab Valuation	1,144,957	1,074,605	70,352	7%
Total Long Term Liabilities	3,679,850	3,872,581	-192,731	-5%
Total Liabilities	3,857,048	4,287,729	-430,681	-10%
Equity	13,300,115	11,910,269	1,389,846	12%
TOTAL LIABILITIES & EQUITY	17,157,163	16,197,998	959,165	6%

Feather River Recreation & Park District
Detail Fixed Asset & Bonds
As of March 31, 2022

	Date	Source Name	Memo	Amount	Balance
1010.3 - Treasury Admin Ins Proceeds					16,525
Total 1010.3 - Treasury Admin Ins Proceeds					16,525
1010.4 - Treasury Ins Proceeds Playtown					68,968
Total 1010.4 - Treasury Ins Proceeds Playtown					68,968
1010.5 - Treasury Nelson Pool Funds					391,661
Total 1010.5 - Treasury Nelson Pool Funds					391,661
1031 - BofW Project INS PROCEEDS					304,152
Total 1031 - BofW Project INS PROCEEDS					304,152
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					15,903,777
1430 - Equipment & Vehicles					1,828,859
	03/14/2022	DEERE & COMPANY	GATOR 5919M XUV590E S4 SERIAL 1MO590EEENM050005	14,000	1,842,859
Total 1430 - Equipment & Vehicles				14,000	1,842,859
1440 - Construction in Progress					1,413,333
1448 - CIP Nelson SBF NE99					864,351
	03/28/2022	Butte County	CEQA NELSON POOL PERMIT BUTTE COUNTY	53	864,404
Total 1448 - CIP Nelson SBF NE99				53	864,404
1450 - CIP Feather River Trail FRT99					23,360
	03/18/2022	CARTER LAW OFFICE	SBF TRAIL EASEMENT	100	23,460
Total 1450 - CIP Feather River Trail FRT99				100	23,460
1451 - CIP Playtown Bathroom Fire					525,622
Total 1451 - CIP Playtown Bathroom Fire					525,622
Total 1440 - Construction in Progress				153	1,413,486
2955 - Umpqua Bank Tax Exempt Bond A					-2,446,113
Total 2955 - Umpqua Bank Tax Exempt Bond A					-2,446,113
2960 - Umpqua Bank Taxable Bond B					-66,000
Total 2960 - Umpqua Bank Taxable Bond B					-66,000

Feather River Recreation & Park District
Check Register
 March 2022

11:57 AM
 04/04/2022
 Accrual Basis

Type	Date	Num	Name	Memo	Credit
Liability Check	03/10/2022	90848	PREMIER ACCESS	100548827 mar22	1,043.81
Bill Pmt -Check	03/10/2022	90849	BRANDT, CLARENCE SONNY	BOD STIPEND	200.00
Bill Pmt -Check	03/10/2022	90850	DELONG, SHANNON	BOD STIPEND	200.00
Bill Pmt -Check	03/10/2022	90851	FOWLER, SCOTT KENT	BOD STIPEND	200.00
Bill Pmt -Check	03/10/2022	90852	ROCCHI, STEVE	BOD STIPEND	200.00
Bill Pmt -Check	03/10/2022	90853	THOMAS, DEVIN	BOD STIPEND	100.00
Bill Pmt -Check	03/10/2022	90854	AVERY'S	2012 RAM1500 OIL CHANGE	102.72
Bill Pmt -Check	03/10/2022	90855	BANKCARD CENTER	STATEMENT 4607	185.79
Bill Pmt -Check	03/10/2022	90856	Bobcat Clark Equipment	AUGER ATTACHMENT BOBCAT	2,591.68
Bill Pmt -Check	03/10/2022	90857	Butte County Air Quality Mgmt. District	BURN PERMIT	38.25
Bill Pmt -Check	03/10/2022	90858	Butte County Sheriff's Office		2,240.00
Bill Pmt -Check	03/10/2022	90859	CALF. WATER SERVICE	Acct 520857777 1/7/22-2/16/22	6,597.72
Bill Pmt -Check	03/10/2022	90860	COMCAST	Acct#8155600190189780 PHONE/INT	569.48
Bill Pmt -Check	03/10/2022	90861	DEL-MAR RENTAL & LANDSCAPE S	TRAILER RENTAL	317.41
Bill Pmt -Check	03/10/2022	90862	Dept. of Motor Vehicles	16VUX162XH2036701 1RS5011	10.00
Bill Pmt -Check	03/10/2022	90863	FP MAILING SOLUTIONS	QTRLY POSTAGE MACHINE RENTA	103.92
Bill Pmt -Check	03/10/2022	90864	JACKSON'S GLASS	REPAIR WINDOW	333.77
Bill Pmt -Check	03/10/2022	90865	Lincoln Aquatics		1,080.81
Bill Pmt -Check	03/10/2022	90866	MAZES CONSULTING	PARK SUP LAPTOP	2,095.30
Bill Pmt -Check	03/10/2022	90867	Oroville Cable & Equipment	BACKHOE HYDRALIC REPAIR	78.83
Bill Pmt -Check	03/10/2022	90868	P.G. & E.	7241369682-3 1/21/22-2/21/22	10,279.54
Bill Pmt -Check	03/10/2022	90870	RIEBES AUTO PARTS		271.23
Bill Pmt -Check	03/10/2022	90871	SHARP'S LOCKSMITHING		1,367.81
Bill Pmt -Check	03/10/2022	90872	SOUTH FEATHER WATER & POWEf	007771-000	68.60
Bill Pmt -Check	03/10/2022	90873	Staples	STAPLES STATEMENT 3721	367.99
Bill Pmt -Check	03/10/2022	90874	Tractor Supply Co.	TRACTOR SUPPLY STATEMENT	639.12
Bill Pmt -Check	03/10/2022	90875	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	786.90
Bill Pmt -Check	03/10/2022	90876	Western Tree Nursery, Inc.	OCT GLORY TREES	112.40
Bill Pmt -Check	03/10/2022	90877	Yuba Feather Historical Association	ROOF REPAIR MUSEUM	430.00
Bill Pmt -Check	03/10/2022	90878	ALL THINGS CLEANING	PARKS RESTROOMS JANITORIAL	6,440.00
Bill Pmt -Check	03/10/2022	90879	BERG, LARRY.	REPLACE CHAIN ON SAW	96.81
Bill Pmt -Check	03/10/2022	90880	COMCAST	Acct# 8155 60 019 0233893	183.63
Bill Pmt -Check	03/10/2022	90881	HOBBS PEST SOLUTIONS, INC.	PEST CONTROL	125.00
Bill Pmt -Check	03/10/2022	90882	OROVILLE POWER EQUIPMENT	MOWER REPAIR	456.21
Check	03/10/2022	90883	VOID	void check 90883	
Check	03/10/2022	90883	GE-General:GE1-Gen Op	void ck 90883	
Bill Pmt -Check	03/10/2022	90884	BETTER DEAL EXCHANGE	Acct#701960	192.79
Bill Pmt -Check	03/10/2022	90885	DAWSON OIL COMPANY	62765 FUEL	2,167.55
Bill Pmt -Check	03/10/2022	90886	VELASQUEZ, JOE	EXPENSE REIMBR	39.36
Bill Pmt -Check	03/10/2022	90887	RECOLOGY BUTTE COLUSA COUNTIES		1,815.66
Bill Pmt -Check	03/10/2022	90888	VALENCIA, ESTELA.		27.60
Paycheck	03/10/2022	90889	VICTORIA B ANTON		1,852.09
Paycheck	03/10/2022	90890	TERESA J BACHELLERIE		670.41
Paycheck	03/10/2022	90891	JOSE J CERVANTES ORTIZ		993.77
Paycheck	03/10/2022	90892	ERIC G DANNER		1,072.89
Paycheck	03/10/2022	90893	JUSTIN DOUTHIT		1,751.24
Paycheck	03/10/2022	90894	THOMAS G. GORMAN		1,353.21
Paycheck	03/10/2022	90895	JASON R GRAY		1,136.40
Paycheck	03/10/2022	90896	MICHELLE L HUFFMAN		1,179.61
Paycheck	03/10/2022	90897	DEBORAH A PELTZER		1,851.19
Paycheck	03/10/2022	90898	ZERIMAR C. RAMIREZ		1,008.30
Paycheck	03/10/2022	90899	SHAWN D ROHRBACKER		2,769.15
Paycheck	03/10/2022	90900	KATTIE J TEEMS		973.21
Paycheck	03/10/2022	90901	ESTELA VALENCIA		1,794.88
Paycheck	03/10/2022	90902	JUSTIN VALENCIA		1,296.54
Paycheck	03/10/2022	90903	HUE VANG		1,367.18
Paycheck	03/10/2022	90904	JOSEPH VELASQUEZ		1,800.00
Paycheck	03/10/2022	90905	MARCO AISPURO CARRASCO		851.77
Paycheck	03/10/2022	90906	PRISILLAH J ALCANTAR		732.57
Paycheck	03/10/2022	90907	LARRY BERG		813.33

Type	Date	Num	Name	Memo	Credit
Paycheck	03/10/2022	90908	JOHN P. BRUHN		309.50
Paycheck	03/10/2022	90909	SARAH CHRISTENSEN		369.13
Paycheck	03/10/2022	90910	DIRK J. DAMON		60.24
Paycheck	03/10/2022	90911	CRISTA GILMORE		186.86
Paycheck	03/10/2022	90912	BRIDGET M GOGGIN		675.97
Paycheck	03/10/2022	90913	KYLIE M GROVE		648.55
Paycheck	03/10/2022	90914	KATELYN HATCHER		248.76
Paycheck	03/10/2022	90915	TAYLOR HAURY		239.55
Paycheck	03/10/2022	90916	ALYSSA M HUFFMAN		583.71
Paycheck	03/10/2022	90917	VICKI L HUMMER		599.10
Paycheck	03/10/2022	90918	JOHN L NICHOLLS		230.68
Paycheck	03/10/2022	90919	JACOB A ODOR		164.76
Paycheck	03/10/2022	90920	JERRY L. ROGERS		327.45
Paycheck	03/10/2022	90921	MATTHEW J WAGONER		97.57
Paycheck	03/10/2022	90922	JUSTIN H WOO		890.20
Paycheck	03/10/2022	90923	BRENDAN WRIGHT		746.52
Paycheck	03/10/2022	90924	DIANNA J WYLES		812.92
Liability Check	03/10/2022	90925	State Disbursement Unit	RODGERS 3/10/22 PAYCHECK	92.30
Bill Pmt -Check	03/10/2022	90926	BUSCHMAN LOGGING & TIMBER	TREE WORK	1,000.00
Liability Check	03/24/2022	ACH CALPERS	CALPERS	1750666004 3/24/22 payroll	4,777.86
Liability Check	03/24/2022	ACH EDD	EMPLOYMENT DEVELOPMENT DEF	499-0299-2 3/24/22 payroll	1,947.39
Liability Check	03/24/2022	ACH IRS	INTERNAL REVENUE SERVICE	94-6016050 3/24/22 payroll	9,411.70
Liability Check	03/24/2022	ACH 457	CALPERS SIP 457 PLAN	450-050 3/24/22 payroll	490.00
Liability Check	03/24/2022	90927	AFLAC	JRF86 FEB22	1,989.20
Liability Check	03/24/2022	90928	BLUE SHIELD OF CALIFORNIA	4004625 APR22 PREMIUMS	10,049.18
Liability Check	03/24/2022	90929	PREMIER ACCESS	1000548827 APR22	1,043.81
Bill Pmt -Check	03/24/2022	90930	Rohrbacker, Shawn.	NELSON POOL DEED	40.00
Bill Pmt -Check	03/24/2022	90931	ACCULARM SECURITY SYSTEMS	INSTALL CAMERAS SHOP	900.00
Bill Pmt -Check	03/24/2022	90932	Applied Landscape, Inc.	PRESCHOOL BARK PLAYGROUND	2,483.69
Bill Pmt -Check	03/24/2022	90933	AT&T - CALNET		90.38
Bill Pmt -Check	03/24/2022	90934	BRIGGS CAR CARE CENTER	ESTIMATE VAN REPAIRS	269.90
Bill Pmt -Check	03/24/2022	90935	Butte County Sheriff's Office	MONTHLY SHERIFF CREW GROUND	1,200.00
Bill Pmt -Check	03/24/2022	90936	CITI CARDS	COSTCO STATEMENT 9398	1,600.69
Bill Pmt -Check	03/24/2022	90937	EAGLE SECURITY SYSTEMS INC.	Acct# 7203237 - Qtrly Monitoring	353.55
Bill Pmt -Check	03/24/2022	90938	FORD MOTOR CREDIT COMPANY L	LEASE 9423800 F250 2019	758.39
Bill Pmt -Check	03/24/2022	90939	HOME DEPOT	HOME DEPOT STATEMENT	2,677.10
Bill Pmt -Check	03/24/2022	90940	MAZES CONSULTING	IT SUPPORT/SUBSCRIPTIONS	1,518.17
Bill Pmt -Check	03/24/2022	90941	TWSD	4-112.01 WATER NELSON	578.38
Bill Pmt -Check	03/24/2022	90942	WAL-MART CAPITAL ONE	STATEMENT 638691	91.44
Bill Pmt -Check	03/24/2022	90943	Intuit	CHECKS	574.07
Liability Check	03/24/2022	90944	HUMANA INSURANCE CO.	657103-001 MAR22	89.60
Bill Pmt -Check	03/24/2022	90945	CARTER LAW OFFICE	LEGAL SBF TRAIL	100.00
Bill Pmt -Check	03/24/2022	90946	DEERE & COMPANY	GATOR XUV590E S4	14,000.00
Bill Pmt -Check	03/24/2022	90947	PAPE MACHINERY	REPAIR BACKHOE	848.59
Bill Pmt -Check	03/24/2022	90948	PELTZER, DEBORAH.	MILAGE	120.39
Bill Pmt -Check	03/24/2022	90949	BURLESON, HARRY	INSTRUCTOR FITENSS	266.50
Bill Pmt -Check	03/24/2022	90950	LEESE, KAREN	INSTRUCTOR FITNESS	108.00
Check	03/24/2022	90951	VOID	VOID CK 90951	0.00
Paycheck	03/24/2022	90952	LUCINDA L. ALDRICH		98.54
Paycheck	03/24/2022	90953	CLIFTON JACKSON		1,144.27
Paycheck	03/24/2022	90954	BRYCE KEENEY		782.03
Paycheck	03/24/2022	90955	LORI D MATTOS HUNGERFORD		32.85
Paycheck	03/24/2022	90956	VICTORIA B ANTON		1,852.07
Paycheck	03/24/2022	90957	TERESA J BACHELLERIE		670.40
Check	03/24/2022	90958	VOID	VOID	0.00
Paycheck	03/24/2022	90959	ERIC G DANNER		1,072.88
Paycheck	03/24/2022	90960	JUSTIN DOUTHIT		1,751.24
Paycheck	03/24/2022	90961	THOMAS G. GORMAN		1,353.21
Paycheck	03/24/2022	90962	JASON R GRAY		1,136.39
Paycheck	03/24/2022	90963	MICHELLE L HUFFMAN		1,179.62
Paycheck	03/24/2022	90964	DEBORAH A PELTZER		1,851.19
Paycheck	03/24/2022	90965	ZERIMAR C. RAMIREZ		994.22
Paycheck	03/24/2022	90966	SHAWN D ROHRBACKER		2,769.16

Type	Date	Num	Name	Memo	Credit
Paycheck	03/24/2022	90967	KATTIE J TEEMS		973.21
Paycheck	03/24/2022	90968	ESTELA VALENCIA		1,794.86
Paycheck	03/24/2022	90969	JUSTIN VALENCIA		1,296.51
Paycheck	03/24/2022	90970	HUE VANG		1,367.20
Paycheck	03/24/2022	90971	JOSEPH VELASQUEZ		1,800.00
Paycheck	03/24/2022	90972	MARCO AISPURO CARRASCO		826.48
Paycheck	03/24/2022	90973	PRISILLAH J ALCANTAR		501.12
Paycheck	03/24/2022	90974	LARRY BERG		813.35
Paycheck	03/24/2022	90975	JOHN P. BRUHN		244.50
Paycheck	03/24/2022	90976	SARAH CHRISTENSEN		457.83
Paycheck	03/24/2022	90977	DIRK J. DAMON		195.26
Paycheck	03/24/2022	90978	CRISTA GILMORE		400.79
Paycheck	03/24/2022	90979	BRIDGET M GOGGIN		514.17
Paycheck	03/24/2022	90980	KYLIE M GROVE		638.23
Paycheck	03/24/2022	90981	KATELYN HATCHER		64.05
Paycheck	03/24/2022	90982	TAYLOR HAURY		223.59
Paycheck	03/24/2022	90983	ALYSSA M HUFFMAN		605.66
Paycheck	03/24/2022	90984	VICKI L HUMMER		648.61
Paycheck	03/24/2022	90985	RICARDO M KEATING		42.89
Paycheck	03/24/2022	90986	JOHN L NICHOLLS		193.00
Paycheck	03/24/2022	90987	JACOB A ODOR		360.90
Paycheck	03/24/2022	90988	JERRY L. ROGERS		280.91
Paycheck	03/24/2022	90989	MATTHEW J WAGONER		95.75
Paycheck	03/24/2022	90990	JUSTIN H WOO		646.14
Paycheck	03/24/2022	90991	BRENDAN WRIGHT		747.79
Paycheck	03/24/2022	90992	DIANNA J WYLES		742.97
Liability Check	03/24/2022	90993	State Disbursement Unit	RODGERS 3/24/22 PAYROLL	92.30
Check	03/24/2022	90994	VOID	VOID	0.00
Paycheck	03/24/2022	90995	JOSE J CERVANTES ORTIZ		1,042.27
Liability Check	03/24/2022	90996	UPEC LOCAL	MAR22 UNION DUES	291.00
Bill Pmt -Check	03/25/2022	90997	WINDSOR, DAMIAN	SPORT OFFICIAL	60.00
TOTAL					<u>170,736.59</u>

FIRST AMENDED JOINT POWERS AGREEMENT

OF

CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY (CAPRI)

THIS AGREEMENT is made and entered into in the County of Sacramento, State of California, by and among various special districts organized and existing under the laws of the State of California hereinafter collectively referred to as "districts" and individually as "district", who have or may hereafter sign this Joint Powers Agreement.

RECITALS

WHEREAS California Government Code section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS California Government Code section 990.4 provides that a local entity may self insure; purchase insurance through an authorized insurer; purchase insurance through a surplus line broker; or any combination thereof; and

WHEREAS California Code section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide insurance for any authorized purpose by any one or more of the methods specified in section 990.4; and

WHEREAS each of the districts which are parties to the agreement desire to join together with other districts in order to collectively self insure their losses and to jointly purchase insurance and administrative services in connection with a joint protection program for said districts; and

WHEREAS it is to the mutual advantage and in the best public interest of the parties to this Joint Powers Agreement to establish this joint powers authority for the purposes stated herein.

NOW, THEREFORE, for and in consideration of the execution of this agreement by other districts, each of the parties hereto does hereby agree as follows:

(1) Purpose: This Joint Powers Agreement is entered into by districts in order to jointly fund and develop programs to provide various insurance coverages for participating member districts, including workers' compensation coverage. These programs shall be provided through collective self-insurance; the purchase of insurance coverages; or a combination thereof. These programs shall also seek to reduce the amount and frequency of losses, and to decrease the costs incurred by districts in the handling and litigation of claims. These purposes shall be accomplished through a joint exercise of powers by said districts pursuant to the terms of this agreement and by the creation of a separate joint powers authority.

(2) Creation of Joint Powers Authority: Pursuant to Section 6500 et seq. of the California Government Code there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Association for Park and Recreation Indemnity, also known as CAPRI. Pursuant to Government Code section 6508.1 the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this agreement or of any district. A notice of this agreement shall be filed with the Secretary of State within 30 days after the effective date as required by Government Code section 6503.5.

(3) Membership: Each district which is a party to this agreement must be a district which is duly organized and existing under the laws of the State of California; must be a member of the California Association of Recreation and Park Districts; and must be approved for participation in CAPRI in the manner provided by the Bylaws.

(4) Parties to Agreement: Each district which has signed this agreement certifies that it intends to and does contract with CAPRI, with all other districts who have signed this agreement, and, in addition with each district which may later be added as a party to and may sign this agreement. Each district which has or may hereafter sign this agreement also certifies that the deletion of any district from this agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this agreement nor each district's intent to contract as described above with the then-remaining districts.

(5) Powers of the Authority: CAPRI shall have all of the powers common to districts and all additional powers set forth in the joint powers law. This joint powers authority is hereby authorized to do all acts necessary for the exercise of said common powers, including but not limited to any or all of the following:

- (a) To make and enter into contracts.
- (b) To employ agents and employees and/or contract for such
- (c) To incur debts, liabilities and obligations.
- (d) To acquire, hold, or dispose of property.
- (e) To receive contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities.

(f) To sue and be sued in its own name.

(g) To exercise all powers necessary and proper to carry out the terms and provisions of this agreement or otherwise authorized by law.

(6) Term of Agreement: This agreement shall become effective when authorized by the Board of Directors of the California Association for Park and Recreation Indemnity (CAPRI). When effective, this agreement shall continue thereafter until terminated as herein provided. This agreement shall become effective as to each member district upon approval of the district's membership by the Board of Directors of CAPRI, execution of this Joint Powers Agreement by the member district and by CAPRI, and by payment by the District of its initial contribution for coverage by CAPRI.

(7) Bylaws: The Bylaws of the California Association for Park and Recreation Indemnity (CAPRI), a copy of which is attached hereto and marked Exhibit "A", are hereby incorporated into this agreement and made a part hereof. Each party to this agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended. The California Association for Park and Recreation Indemnity (CAPRI) shall operate and conduct its business and affairs pursuant to the terms of this Agreement and said Bylaws.

(8) Board of Directors: The California Association for Park and Recreation Indemnity (CAPRI) shall be governed by a Board of Directors which is hereby established and which shall be composed of two members appointed by the Board of Directors of the California Association of Recreation and Park Districts and five

members elected by the districts who have executed this Joint Powers Agreement and are participating in CAPRI. Each member of the Board of Directors shall have one vote. The Board of Directors shall have the authority to conduct all business of this joint powers authority under the provisions hereof and pursuant to law; and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

(9) Withdrawal or Involuntary Termination: Any district, after completing three fiscal years as a participating member district in any particular joint protection program, may voluntarily withdraw from membership in that program as provided in the Bylaws, or a district may be involuntarily terminated as provided by the Bylaws.

(10) Termination of CAPRI: CAPRI may be terminated at any time upon the agreement of two-thirds of the then member districts. However, this Joint Powers Agreement and CAPRI shall continue to exist for the purpose of paying all claims, the payment of liabilities, the distribution of assets, and all other functions necessary to wind up the affairs of CAPRI. After having made provisions for the payment of all claims and liabilities, CAPRI shall pay to each member district who was a member district of CAPRI at the time of its termination their pro rata share of the remaining assets of CAPRI pursuant to the provisions of the Bylaws.

(11) Amendments: This agreement may be amended by an amendment in writing signed by two-thirds of the districts then parties to this agreement. Upon signature of any amendment of two-thirds of the member districts, any member district failing or refusing to sign such amendment may be involuntarily terminated as a party to this agreement as provided in the Bylaws.

(12) Enforcement: CAPRI is hereby granted authority to enforce this agreement. In the event action is instituted to enforce any term of this agreement or any term of the Bylaws against any district which signed this agreement, the district agrees to pay such sums as the Court may fix as attorney fees and costs in said action.

(13) Nonliability of Member Districts: Nothing in this Joint Powers Agreement or in the Bylaws adopted pursuant hereto shall be construed as imposing liability upon any district, or any director, officer or employee thereof, for the payment of any claim insured against by CAPRI, the sole recourse of claimants being against the funds of participating districts paid into CAPRI for the payment of such claims.

(14) Nonliability of Directors, Officers, Agents, and Employees: The members of the Board of Directors, and the officers, agents, and employees of CAPRI shall not be liable to CAPRI, to any participating member district, or to any other person, for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any agent, employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, agent, or employee. No director, officer, agent, or employee shall be liable for any action taken or omitted by any other director, officer, agent, or employee. As a public entity, CAPRI shall defend and shall indemnify and hold harmless its directors, officers, agents, and employees against any claim or action arising out of an act or omission

occurring within the scope of employment pursuant to the provisions of Division 3.6, Title 1, of the California Government Code, commencing with Government Code Section 810.

(15) Counterparts: This agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated _____

Feather River Recreation and Park District

District

By _____
President / Chairman

By _____
Secretary

EXECUTION BY AGENCY

The California Association for Park and Recreation Indemnity (CAPRI), the joint powers authority created by this Joint Powers Agreement, hereby executes this agreement and accepts the district named above as a participating member district in CAPRI subject to all of the terms and conditions set forth in this Joint Powers Agreement and in the Bylaws, effective on _____.

Dated _____

CALIFORNIA ASSOCIATION FOR PARK
AND RECREATION INDEMNITY (CAPRI)

By _____
Administrator - CAPRI



RESOLUTION NO. 1985-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT AUTHORIZING APPLICATION TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA FOR A CERTIFICATE OF CONSENT TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES

WHEREAS, the Feather River Recreation and Park District ("the DISTRICT") is approving and agreeing to membership in the CAPRI Workers' Compensation program for an initial 3-year program, and:

NOW, THEREFORE, BE IT RESOLVED that the Feather River Recreation and Park District is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representative of Agency are authorized to execute any and all documents required for such application.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of the Feather River Recreation and Park District on the 26th day of April 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Attest: _____
Steven Rocchi, Chairperson

Shawn Rohrbacker, General Manager



FACILITY USE AGREEMENT

**Feather River Recreation & Park District
And
Oroville ORCAS**

This Facility Use Agreement (the "Agreement") is executed on the date last set forth below opposite the parties' signatures by and between the Feather River Recreation & Park District ("District") and Oroville ORCAS , a California non-profit corporation ("Swim Team"), who desire to enter into this Agreement for the reservation, maintenance, improvement, operation, and use by Swim Team of the Nelson Complex Swimming Pool including restroom facilities and storage room located at 2280 6th Street, Oroville, CA owned by District and therefore agree as follows:

1. **Use of Pool.** Among all users of the Pool, Swim Team shall have the first priority to reserve and use the Pool for the period from mid-May to and including mid-August of each year during the term hereof. This use does include use of the wading pool only under the supervision by an ORCAS Team Coach or certified lifeguard. Swim Team will take sole responsibility for monitoring Wading Pool area to ensure that no other use by Swim Team participants or spectators occurs. Each year Swim Team shall submit to District no later than six weeks before its desired use of the Pool, for its acceptance and approval by the District, a full and complete schedule of its intended uses (including times and dates of practices, swim meets and team fundraisers) of the Pool. Once accepted by District, this schedule shall entitle Swim Team to use the Pool on the dates and time indicated therein. Any and all changes, deletions, and additions to a previously approved schedule shall be submitted to District as soon as possible but in no event later than three weeks prior to the date of the desired change for District's approval,

and if approved, a new schedule shall be adopted by the parties. District shall not schedule or allow any other use of the Pool between mid-May and mid-August of each year which will interfere with the approved schedule.

2. **Use of Storage Room.** During the term hereof Swim Team along with the District shall have shared use of the Storage Room also known as the Storage Room adjacent to the pump room at all times it is using the Pool. Shared space between FRRPD would include the snack bar area and the pump room. Swim Team at its sole cost and expense shall maintain in good order and condition and improve as it and District may agree in writing the Storage Room and in accordance with all applicable Federal, State and local laws and ordinances. It shall apply for and obtain any and all applicable permits for any improvements to be made by it to the Storage Room as approved by District. Upon expiration of the term of this agreement, Swim Team agrees any and all improvements made by it to the Storage Room shall become the property of District.

3. **Payment.** In consideration for its right to use the Pool and Storage Room, Swim Team agrees to pay District the rental fee therefor established from time to time by District (the "Fee"). This Fee shall be paid annually at the end of the regular Swim Season. The Fee shall be \$18.00 for every hour of use in 2022 and 2023. Total fee will be determined when schedule is presented to District prior to regular Swim Season. Fee may be adjusted at time of payment for time used/not used.

4. **Term.** The term of this Agreement shall commence on May 1, 2022 or upon execution of this contract, whichever comes first, and shall continue until August 15, 2023. Term also includes a one day swim party at the end of the swim season, date to be presented to the District. In the event that Swim Team holds over beyond the term of this Agreement with written consent of District, such holding over shall be for year-to-year only, and shall be subject to all other terms and conditions of the Agreement excepting Term.

5. **Licensee Status.** Swim Team shall be and is a licensee of the Pool and Storage Room and not an employee, agent, or partner of District.

6. **Maintenance Standards.** Swim Team agrees to maintain the Pool and Storage Room in accordance with District's maintenance standards therefor as described in Exhibits "B" and "C" attached hereto and made a part hereof. Swim Team shall provide all materials, supplies, labor and equipment necessary to accomplish said maintenance at no expense to the District. Swim Team agrees to operate said facilities in accordance with all applicable Federal, State, City and other local laws and ordinances.

To assure that the facilities are kept in good and safe condition for swimmers and spectators, Swim Team immediately shall notify District upon its discovery of any such hazardous conditions affecting the Pool or the Storage Room and shall remove or remedy such condition. District also may, but is not obligated to, inspect the Pool and Storage Room and if it does so, it will submit any recommendations it may have to Swim Team.

7. **Performance of Services.** Should Swim Team fail or neglect to properly perform any or all of its obligations under this Agreement, including without limitation its obligation to maintain the Pool and Storage Room pursuant to the requirements set forth in Exhibit "B" the District shall give written notice to Swim Team and Swim Team shall have seven days from the date of said notice to perform the obligation or obligations that it has failed to perform. Thereafter, District may, but shall not be obligated to, perform such obligation or obligations, and if it does, Swim Team shall reimburse District for the fees and costs incurred by it in so doing within 15 days of its being billed therefor.

8. **District Maintenance.** District agrees that the Pool and Storage Room shall be in good condition and at the level of maintenance described in Exhibit "B" on May 18 of each year during the term hereof.

9. **Alterations, Additions and Improvements.** Swim Team agrees that should it desire to make any alterations or improvements to the Pool or Storage Room, it shall first obtain

the written consent of District therefor. Any such alteration or improvement shall become property of the District upon expiration hereof, unless otherwise specified by written agreement between the parties. Maintenance of any additional equipment, facilities and permanent improvements shall be agreed upon in writing prior to the installation or erection thereof. Swim Team agrees that complete plans and specifications for all such alterations and improvements shall be submitted to District for approval prior to any said item being installed or erected. Any and all such alterations and improvements shall be completed in strict conformance to the approved plans and specifications thereof and shall be subject to State, County or City inspection and approval.

10. **Mutual Indemnity.** Each party (the "Indemnitor") shall indemnify, hold harmless and defend the other party and its officers, directors, employees and agents (collectively, the "Indemnitee") from any and all damages, costs or expenses that the Indemnitee may at any time suffer because of damage to property or death or injury to persons received or suffered by reason of the Indemnitor's use and maintenance of the Pool and/or the Storage Room. This indemnity shall include any and all environmental claims that may be brought during and after the term of this Agreement. In the event the Indemnitor or Indemnitee is named as a defendant in any action or claim, such party may request that the other party indemnify and defend it at its sole cost and expenses. In the event that either party elects to represent itself, such party shall be permitted to defend or prosecute any and all claims of indemnity, contribution or reimbursement under California law.

11. **Insurance.** Swim Team shall obtain and maintain during the term of the Agreement at its sole cost a commercial general liability policy with liability and property damage coverage of not less than \$1,000,000.00 single occurrence and \$2,000,000.00 combined occurrences with an insurance company approved by District. Such policy shall name District as an additional insured and shall provide the written notice to District shall be given by the insurer before any change or termination of coverage occurs. A certified copy of such liability policy

shall be given to District immediately upon execution hereof and thereafter upon annual renewal of the policy.

Additionally, in the event that Swim Team hires any employee or engages or allows any volunteer to perform any or all of its obligations under the Agreement, it will provide the District with a certified copy of a Worker's Compensation Insurance policy insuring such employee prior to hiring such employee or engaging or allowing any such volunteer to perform such work showing coverage for such employee and/or volunteer.

12. **Compliance.** Swim Team agrees to comply with any and all Federal, State and local laws or ordinances during its use, operation, maintenance and/or improvement of the Pool and Storage Room.

13. **Conditions of Default.** Every promise and obligation on the part of Swim Team to be kept and performed by Swim Team hereunder shall be an express condition concurrent to the continued existence of Swim Team's rights herein. In the event Swim Team refuses or otherwise fails to remedy, correct or otherwise comply with such conditions mentioned in any notice of default within seven days after receipt thereof, the District shall, at its sole option, have the right to declare this Agreement terminated by giving written notice thereof to Swim Team. In such event Swim Team shall be permitted to reserve and use the Pool as any other user thereof would be based on District's reservation policy then in effect and pursuant to any such fee schedule as District may adopt. In the event that a breach of any condition herein is waived by consent, either express or implied, of District, such waiver of the breach does not constitute a waiver of that condition in the future, nor of any other condition herein described.

14. **Surrender.** Within three weeks following the end of Swim Team's season , Swim Team shall peaceably vacate the Pool and leave them, any and all affixed improvements located thereon, and the building structures and grounds in reasonably good condition similar to their condition at the commencement of this Agreement, ordinary wear and tear excepted, and remove from the premises all temporary structures, signs or equipment such as billboards,

temporary structures, signs or equipment. However, the parties agree that any items owned by Swim Team that have routinely and customarily been kept at the Pool in the past with District's consent may be permitted to remain at the Pool after the end of the Swim Team season unless District notifies Swim Team in writing of its withdrawal of such consent. At the expiration of the term of this Agreement, Swim Team shall turn over all keys to the Pool and shall peaceably vacate the same, leaving any and affixed improvements in a reasonably good condition.

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Executed at Oroville, California on the dates set forth below opposite the parties' signatures.

DISTRICT:

Feather River Recreation and Park District

Date: _____

By: _____
Steven Rocchi, Chairperson

By: _____
Shawn Rohrbacker, General Manager

LEAGUE:

Oroville ORCAS, a California non-profit corporation

Date: _____

By: _____
Jackie Glover, President

EXHIBIT "A"

(Description of Pool, including Restrooms and Storage Room)

1. Public swimming pool complex located at 2280 6th Street, Oroville CA

Enclosed with chain link fence.

- a. Large swimming pool
- b. Splash Pad
- c. Slide
- d. Men's and Women's restroom facilities with changing areas
- e. Two storage facilities
- f. Front counter with snack bar access
- g. Pool pump shed
- h. Lane line reel

EXHIBIT "B"**MAINTENANCE STANDARDS****1. Oroville ORCAS****A. Pre-season Preparation**

1. Swim Team may be permitted to enter the Pool and Storage Room two weeks prior to season beginning for cleaning and preparation purposes. Key C may be issued to Swim Team President by the District at this time.

B. Meet Day Preparation and Clean-Up

1. Litter debris and other hazardous objects (including broken glass) shall be cleared on game days from the pool, parking lots and adjacent areas. A concerted effort shall be made by Oroville ORCAS organization to do a thorough job of litter removal. .

C. Storage Room and Restroom Facilities

1. Swim Team shall maintain the Storage Room and Restroom Facilities in a clean, safe and aesthetically pleasing condition while in use by the Swim Team. Any and all trash and/or debris shall be removed on a daily basis. District shall stock supplies and remove trash of the restroom facilities daily.
2. Swim Team owns
 - a. Large white storage cabinet
 - b. Small white storage cabinet
 - c. Refrigerator
 - d. 10 plastic chairs
 - e. Starting blocks and swim lane dividers

II. Feather River Recreation & Park District**A. General Pool Maintenance**

1. District staff shall maintain the pool and surrounding area. This includes any and all chemicals as required by Federal, State, City ordinances and health regulations. District staff will ensure that pool standards pass all necessary health testing to ensure the safety of participants.
2. District shall provide a trash dumpster at pool from May 1 to September 30 each year.

2. Operation of Records

The District shall keep all necessary records of information regarding operation, including readings of disinfectant residual, pH and maintenance procedures such as cleaning of filters and quantity of chemicals used.

(b) If cyanuric acid by itself or in a combined form with the disinfectant is added to a pool, the cyanuric acid concentration shall be measured a minimum of once per month and records shall be kept of the results of such testing

(c) Data collected pursuant to subsections

(a) and (b) shall be maintained at least one year for inspection by the enforcing agent, or shall be submitted to the enforcing agent upon his request. NOTE: Authority cited: Sections 100275 and 116050, Health and Safety Code. Reference: Sections 116040 and 116043, Health and Safety Code

3. The pumps, filters, disinfectant and chemical feeders, flow indicators, gauges and all related parts of the pool water purification system shall be kept in operation by the District whenever the pool is available for use, and at such additional times and periods as may be necessary to maintain the water in the pool in a clear and disinfected condition.

4. The District shall ensure that no debris is allowed to accumulate in the pool.. Skimmers, where provided, and water levels shall be maintained and operated to remove such material continuously. The bottom and sides of the pool shall be cleaned as often as necessary to be kept in a clean condition. The sides and bottom of pools, decks and other surfaces shall be kept free of slime and algae.

(b) Animals shall not be permitted in the pool or pool area.

B. Structural Maintenance

1. The District shall maintain and provide daily clean up of the restrooms at Nelson Complex Pool. Adequate paper supplies shall be provided by the District.

2. Pool Closure. (a) If, in the opinion of the District the pool is maintained or operated in a manner which creates an unhealthful, unsafe, or unsanitary condition, the pool may be closed by the District.

JOINT USE AGREEMENT

This Joint Use Agreement (the "Agreement") is executed on the date last set forth below opposite the parties' signatures by and between FEATHER RIVER RECREATION AND PARK DISTRICT ("FRRPD") and THERMALITO UNION ELEMENTARY SCHOOL DISTRICT ("District") and is based on the following facts:

A. FRRPD owns, operates, and maintains certain public parks and recreational facilities in the Greater Oroville Area (the "FRRPD Facilities") which are capable of being used by District for educational purposes.

B. The District owns, operates and maintains certain educational facilities within its jurisdiction (the "District Facilities") suitable for community recreation programs and uses.

C. FRRPD and District now desire to share their respective Facilities for the purpose of promoting and conducting community and school recreation programs to better provide for the general recreational and educational needs of children and adults in their respective jurisdictions, all as more fully set forth below.

In consideration of the foregoing facts, the recital of which by this reference is incorporated in the agreement of the parties set forth below as though fully set forth therein, and of the mutual conditions, covenants and promises set forth below, the parties agree as follows:

1. **Sharing of the Facilities.** District will make available to FRRPD for community recreation activities such District Facilities as the District and FRRPD from time to time may mutually agree upon. These District Facilities are to be selected by FRRPD and approved by District in accordance with the administrative procedures established by District's Superintendent.

FRRPD will make available to District for curricular and co-curricular use such FRRPD Facilities as FRRPD and District from time to time may mutually agree upon. These FRRPD Facilities are to be selected by District and approved by FRRPD's General Manager in accordance with FRRPD's policies and procedures applicable thereto.

2. **Use of Facilities.** The use of District Facilities shall be in accordance with District's procedures for granting permits for use of District Facilities as provided for by the laws of California and the rules and regulations of District.

The use of FRRPD Facilities shall be in accordance with the regular procedures of FRRPD in granting permits for use of FRRPD Facilities as provided for by the laws of California as prescribed and the rules and regulations of FRRPD.

Each party agrees that when using the other party's Facilities it shall comply with all laws, rules, regulations, orders, ordinances, restrictions, codes, and restrictive covenants applicable to District and FRRPD Facilities, as now or hereafter in effect.

3. **Schedules for Use.** As soon as possible before each academic year, and thereafter during the academic year as necessary, District's Superintendent and FRRPD's General Manager or their designated representatives shall meet to discuss and agree upon a schedule for the dates, times and uses of their respective uses of each other's Facilities. Once such schedule is agreed upon, it shall be dated and signed by the District's Superintendent and FRRPD's General Manager and attached to this Agreement. Flexibility for additional usage during the year will always be taken into consideration based on availability. As alternative or additional dates, times, and uses are agreed upon, the schedule shall be amended and dated and once signed by the Superintendent and General Manager, attached to this Agreement in place of the previously attached schedule. In addition, added use fees may occur if additional staff time is required from either party.

4. **Indemnity.** FRRPD shall indemnify, defend, and hold harmless the District, its governing board, directors, officers, employees, agents, and volunteers (collectively, the "District Parties") from and against any and all claims and causes of action arising from or in connection with (a) FRRPD's use of the District Facilities or any work or thing whatsoever done or any condition created by FRRPD in or about the District Facilities while using them, excepting those resulting from the gross negligence or willful misconduct of District, (b) any act or omission of

FRRPD or any of its subtenants or licensees or its or their partners, directors, officers, employees, agents, invitees, or contractors in connection with FRRPD's use of District facilities, or with (c) any accident, injury, or damage whatsoever occurring in, at, or upon the District Facilities while being used by FRRPD, excepting those resulting from the gross negligence or willful misconduct of District.

District shall indemnify, defend, and hold harmless FRRPD, its affiliates and their governing board or directors, members, managers, partners, directors, officers, employees, and agents, (collectively, the "FRRPD Parties") from and against any and all claims and causes of action arising from or in connection with (a) District's use of FRRPD Facilities or of any business therein, or any work or thing whatsoever done or any condition created by District in or about the FRRPD Facilities while using them, excepting those resulting from the gross negligence or willful misconduct of FRRPD, (b) any act or omission of District or any of its partners, directors, officers, employees, agents, invitees, or contractors relating to District's use of the FRRPD Facilities, or with (c) any accident, injury, or damage whatsoever occurring in, at, or upon the FRRPD Facilities while being used by District, excepting those resulting from the gross negligence or willful misconduct of FRRPD.

5. **Insurance.** FRRPD and District (each, an "Indemnitor") at all times during the term of this Agreement will each, at its own expense, maintain in force a policy or policies of insurance, written by one or more responsible carriers doing business in the State of California or by a legally self-insured public agency acceptable to the other party. Such policy or policies shall insure the other against all liability for injury or death of persons occurring in or about the other's Facilities during their use by the Indemnitor. The minimum coverage limit of the insurance policy shall be \$1,000,000 single occurrence, \$2,000,000.00 combined occurrences.

6. **Facility Use Charges.** District and FRRPD each will attempt to offer the other a reciprocal revenue neutral agreement for use by the other of its Facilities.

7. **Term.** This Agreement shall supersede any and all prior agreements. This Agreement shall commence upon the execution hereof and shall expire on January 1, 2027. The agreement may be renewed or amended by mutual written consent of both parties. Any renewal or amendment shall be in writing signed by both parties following governing board approval.

8. **Assignment.** Neither party may assign or otherwise transfer either of their respective interests nor rights hereunder without the prior written consent of the other party and such consent will be granted unless it conflicts with the best interests of either party.

9. **Governing Law; Binding Effect.** This Agreement shall be governed by the laws of the State of California. If any term or provision of this Agreement shall be deemed or held by any court or authority having proper jurisdiction to be invalid, illegal, void, or unenforceable, the remaining terms and provisions hereof shall nevertheless remain in full force and effect with the intent that the purpose of this Agreement will be accomplished.

10. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and replaces and supersedes all prior written and oral agreements or statements by and among the parties or any of them. No representation, statement, condition or warranty not contained in this Agreement shall be binding on the parties or have any force or effect whatsoever.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

Executed at Oroville, California on the dates set forth below opposite the parties' signatures.

FRRPD:

Feather River Recreation and Park
District

Date: _____

By: _____
Board Chairman

By: _____
District Manager

District:

Thermalito Union School District

Date: _____

By: _____
Board President

By: _____
Superintendent



STAFF REPORT

DATE: APRIL 26, 2022

TO: FRRPD BOARD OF DIRECTORS

FROM: DEBORAH PELTZER BUSINESS MANAGER

RE: NELSON FIELD LIGHTS, ADVERTISE FOR BIDS

SUMMARY

In 2019, the Board approved Riverbend Insurance funds reimburse the General Fund \$250k for District administrative costs related to the rebuilding of Riverbend Park. At that time, the board allocated a portion of the "Riverbend Admin" funds to upgrade Nelson Field Lights.

Nelson Field Lights has been budgeted the past three fiscal years: 2019-20, 2020-21 and finally 2021-22, to date the project has not been started. Earlier this year, allocated funds for this project were redirected to cover Nelson Pool project over budget amount.

A portion of the project is replacing aging light poles, in 2018-19 new poles were donated and erected by outside agencies as volunteer project. To date, the new poles are empty and field lights remain on the old poles. The current project entails moving equipment from old poles to new poles, updating electrical equipment as needed and replacing light bulbs.

In January 2022, the State issued FRRPD Covid Emergency relief funds, and staff is requesting Board approval to move forward with the Nelson Field Light project and advertise for bids, utilizing funding from Emergency Covid relief funds (currently included in the General Fund balance).

Nelson Field Light project is quickly becoming more costly every year it isn't addressed, and a safety issue every day it isn't completed. This project should be handled as a priority due to safety concerns and has been on the deferred maintenance list since 2017.

RECOMMENDATION

Staff recommends moving forward with Nelson Field Light project, place the project out for quotes/bids.

ATTACHEMENT

General Manager to complete scope of work advertisement for quote/bid, see attachment.

SCHEDULE OF EVENTS:

GM post project for bids: April 27th, 2022 (open 7 days per Board Policies)

Contractor Bid Due Date: May 4th, 2022

GM Host Special Board Meeting to award contract: May 5TH or 6TH, 2022

Project Start Date: Est. mid May to early June 2022, to be completed for the summer softball season

To: Interested Electrical Contractors**Re: Request for quote: notice inviting bids**

Request for Quote/Notice Inviting Bids: Nelson Park Ball Field Light Project

The purpose of this correspondence and enclosed materials is to invite your firm to submit a quote for services to Feather River Recreation and Park District (FRRPD) for the efforts detailed in the enclosed Request for Quote (RFQ) document. The District is seeking quotes from qualified Commercial Electrical Contractors.

The SCOPE OF WORK includes:

Unit	Description	Qty	Price	Total
1.0	Move 3 light set from old 40' pole to new 40' pole already set in place next to old pole. Replace 3 old lights with LED lights. Remove and dispose of old lights and old pole.	2		
2.0	Move 4 light set from old 40' pole to new 40' pole already set in place next to old pole. Replace 4 old lights with LED lights. Remove and dispose of old lights and old pole.	4		
3.0	Move 6 light set from old 40' pole to new 40' pole already set in place next to old pole. Replace 6 old lights with LED lights. Remove and dispose of old lights and old pole.	4		
4.0	Replace 3 existing lights with LED lights on existing 40' pole. Do not replace pole.	6		
5.0	Replace 4 existing lights with LED lights on existing 40' pole. Do not replace pole.	1		
6.0	Replace 6 existing lights with LED lights on existing 40' pole. Do not replace pole.	1		
7.0	Replace 6 existing lights with LED lights on existing 60' pole. Do not replace pole.	4		
8.0	New Controller and Circuit Breaker Panel	1		

Note: One field has two finished poles.
One with 6 LED lights and one with 4 LED lights.

TOTAL: _____

An original quote on contractor/vendor letterhead must be received no later than 3:00p.m.on May 4, 2022:

In person or mail delivery:
FRRPD Admin Office

**1875 Feather River Blvd
Oroville, CA 95965**

Bidders are also encouraged to utilize electronic means for delivering quotes:

Email: deb@frrpd.com

Envelopes must be clearly marked Request for Quote – Nelson Park Field Lights.

If submitted electronically, e-mail to deb@frrpd.com with the subject line to read Request for Quote – Nelson Park Field Lights.

Any quote received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late quotes will not be evaluated for award.

Further information may be obtained by calling General Manager Shawn Rohrbacker at (530) 533-2011 or email shawn@frrpd.com. Any and all questions received by May 2, 2022, the written response be posted on the District website www.frrpd.com, to be available to all bidders.

Respectfully,

Shawn Rohrbacker
General Manager
Feather River Recreation and Park District
1875 Feather River Blvd
Oroville, CA 95965
(530) 533-2011

REQUEST FOR QUOTE (RFQ)
Nelson Park – Field Lighting Project

INTRODUCTION AND BACKGROUND

I. PURPOSE OF THE RFQ

The District is seeking a qualified electrical contractor to transfer current field lights from old poles to new poles which have been erected, new LED lights and controller/circuit breaker panel all on a basis as identified in the Scope of Work. The remainder of this document provides additional information that will allow a bidder to understand the scope of effort and develop a quote in the format desired by the District.

II. SCOPE OF WORK

- A. Respondents will be expected to provide electrical transfer of lights from current poles to newly set poles
2290 6th St, in Oroville, CA
- B. The bidder shall furnish all labor, equipment, tools, parts, materials, and supplies required to transfer existing field lights to newly set light poles, and includes electrical systems as required. This includes the provision of all replacement parts and component systems for existing electrical systems in accordance with all original equipment manufacturer specifications, The services shall additionally include, but not be limited to:

- Expediting Services

Bidder shall list all areas of electrical work which the bidder will not provide services for.

- C. Repair, replacement, removal and installation services provided by the bidder shall comply with and conform to all applicable Federal, State and local regulations, laws and codes.
- D. Newly set poles are existing, and bid does not require installation of new poles.

III. BIDDER RESPONSIBILITY

The bidder is responsible to supply their own tools, equipment, materials and supplies.

IV. ADMINISTRATIVE CONTACT

Any questions regarding contractual terms and conditions and quote format or any questions concerning technical specifications or Statement of Work requirements must be directed to:

Name	Shawn Rohrbacker
Address	1875 Feather River Blvd Oroville, CA 95965
Phone	530-533-2011
FAX	
Email	shawn@frrpd.com

V. DUE DATE

All quotes are due no later than 3:00 p.m. on May 4, 2022. Any quote received at the designated location after the required time and date specified for receipt shall be considered late ~~and~~ responsive. Any late quotes will not be evaluated for award.

VI. SCHEDULE OF EVENTS

Event	Approximate Date
1. RFQ Posting/Distribution	April 27, 2022
2. Questions Deadline	May 1, 2022
3. Response to Questions	May 2, 2022
4. Quote Due Date	May 4, 2022
5. Quote Evaluation	May 5, 2022
6. Contract Award Special Board Meeting	May 9, 2022
7. Contract Start	Est. mid May to early June 2022

The District reserves the right to modify the content or schedule of these events at any time, for any reason.

VII. REQUESTS FOR CLARIFICATION

Interested bidders may provide requests for clarification in email or writing through the Administrative Contact above. The District will compile all requests for clarification and responses, and post this information to the District's website.

VIII. GUIDELINES FOR QUOTE PREPARATION

A. QUOTE SUBMISSION

Award of a contract resulting from this RFQ will be based upon the most responsive bidder whose offer will be the most beneficial to the District in terms of cost, functionality, and other factors as specified throughout this RFQ.

The District reserves the right to:

- Reject any or all offers and discontinue this RFQ process without obligation or liability to any potential bidder;
- Accept other than the lowest priced offer;
- Award a contract on the basis of initial offers received, without discussions or requests for best and final offers; and
- Award more than one contract.

Bidder's quote shall be submitted in several parts as set forth below in the **RFQ Format**. The bidder will confine its submission to those matters sufficient to define its quote and to provide an adequate basis for the District's evaluation of the quote.

Bidders are encouraged to use electronic means for delivering quotes. Electronic quotes should be delivered in a format fully compatible with one or more of the following software applications:

- Microsoft Office 2003 (Word, Excel, PowerPoint)
- Microsoft Office 2007 (Word, Excel, PowerPoint)
- Adobe Reader 9

Please send via email to tmcmillen@wmwd.com with the subject line to read "Request for Quote - Electrical Maintenance and Repair Services".

OR, an original quote must be received in the Administrative Services Division at:

Feather River Recreation and Park District
1875 Feather River Blvd
Oroville, CA 95965

OR Email: Deb@frrpd.com

Envelopes/Subject Line: must be clearly marked "Request for Quote – Nelson Park Field Light Project": must be received no later than 3:00 p.m. on May 4th 2022. Any quote received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late quotes will not be evaluated for award.

B. PROPRIETARY MATERIAL

Any information contained in the bidder's response that is proprietary must be clearly designated. Marking the entire statement as proprietary will be neither accepted nor honored. If a request is made to view a bidder's statement, the District will comply according to the Public Records Act, Government Code §§6250-6276.48. If any information is marked as proprietary in the statement, such information will not be made available until the affected bidder has been given an opportunity to seek a court injunction against the requested disclosure.

C. RFQ FORMAT

Bidder's quote in response to this RFQ will be incorporated into a final agreement between the District and the selected bidder. The submitted quotes are suggested to include each of the following sections:

1. Detailed and Itemized Pricing

The detailed requirements for each of the above-mentioned sections are outlined below.

IX. DETAILED RESPONSE REQUIREMENTS

A. EXECUTIVE SUMMARY AND SIGNATURE SHEET

This section will present a high-level synopsis of the bidder's responses to the RFQ. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work. Please complete the Signature Sheet and include this with the Executive Summary.

B. SCOPE, APPROACH, AND METHODOLOGY

Include detailed procedures and trade expertise. This section should include a description of each major type of work being requested of the bidder. All information that is provided will be held in strict confidence. The quote should reflect each of the sections listed below:

C. PROJECT DELIVERABLES

Include descriptions of the tangible end product the bidder will provide the District. Offer any recommendations which might benefit the District's electrical needs. Describe any unique characteristics the bidder might present while delivering an end product.

D. PROJECT MANAGEMENT APPROACH

Include the method and approach used to manage the overall project and client correspondence. Briefly describe how the engagement proceeds from beginning to end.

E. DETAILED AND ITEMIZED PRICING

Bidder shall pay its employees that perform such work as stated within this RFQ at a rate not less than the current Prevailing Wage Rate. Information on the most current rates may be obtained from the following location: <http://www.dir.ca.gov/DLSR/PWD>. Bidder shall provide hourly rates utilizing the form in Exhibit "A" to this RFQ.

F. APPENDIX: REFERENCES

Provide three current municipal or corporate references for which you have performed similar work. References shall include those companies or agencies currently using Lutron lighting systems in their locations.

G. APPENDIX: PROJECT TEAM STAFFING

Describe the qualifications and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members. Personnel assigned to work at District's Meridian location must have a minimum of 3 years of experience with Lutron lighting systems to include maintenance, troubleshooting/repairs and programming. Affirm that no employees working on the engagement have ever been convicted of a felony.

H. APPENDIX: COMPANY OVERVIEW

Provide the following for your company:

- Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, address, main telephone number, toll-free numbers, and facsimile numbers.
- Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- Person authorized to contractually bind the organization for any quote against this RFQ.

X. EVALUATION CRITERIA

Quotes will be evaluated on the following criteria, not necessarily in order of priority:

- Cost. The cost is reasonable for the effort proposed, is of sufficient detail to explain the cost drivers, and sufficient mechanisms are in place to control costs through the project.
- Experience. The bidder shows relevant experience on similar projects, preferably for similar types/sizes of entities (water districts/utilities, city/local governments, or corporate entities). References will be checked and results will be incorporated here.
- Approach. The bidder understands and will use appropriate tools, methods, and other approaches to ensuring the quality and timeliness of the implementation(s). Use of the latest technologies will be considered as will acceptance of requirements for the project.

SIGNATURE SHEET

My signature certifies that this quote as submitted complies with all terms and conditions as set forth in RFQ AS12-001.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered a conflict of interest or potential conflict of interest to FEATHER RIVER RECREATION AND PARK DISTRICT, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with FEATHER RIVER RECREATION AND PARK DISTRICT.

I also certify that I have read and understand the terms and conditions in the sample AGREEMENT FOR GENERAL SERVICES, and that any questions regarding such terms and conditions will be addressed during the period allotted for questions.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No.: _____

Name (type/print): _____

Title: _____

Telephone: _____

Date: _____

To receive consideration for award, this signature sheet must be fully completed and returned to the Administrative Services Division, as part of your response to this RFQ.

Please see page 3 for electronic and physical addresses for the District's Administrative Services Division.

ADDENDUM

SAMPLE AGREEMENT FOR GENERAL SERVICES

ORIGINATION DATE:
CONTRACT NO.

FEATHER RIVER RECREATION AND PARK DISTRICT

AGREEMENT FOR SERVICES BETWEEN DISTRICT AND CONTRACTOR

THIS AGREEMENT is made the date first approved by and between the "parties" to this contract referred to as "DISTRICT" and "CONTRACTOR" as follows:

DISTRICT

CONTRACTOR

FEATHER RIVER RECREATION AND PARK DISTRICT
(FRRPD)
1875 Feather River Blvd
Oroville, CA 95965
530-533-2011

RECITALS

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. DISTRICT desires to engage CONTRACTOR to perform such work as identified within the Scope of Work, and as may be assigned, from time to time, by DISTRICT in writing utilizing Purchase Orders.
- B. CONTRACTOR agrees to provide such work pursuant to, and in accordance with, the terms and conditions of this Agreement, and has represented and warrants to DISTRICT that CONTRACTOR possesses the necessary licenses, skills, qualifications, personnel and equipment to provide such work.
- C. The work to be performed by CONTRACTOR shall be specifically described in one or more written Purchase Orders issued by DISTRICT to CONTRACTOR pursuant to this Agreement.

D. CONTRACTOR shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted as "other authorized representatives" in the APPLICABLE Purchase Order.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

ARTICLE I

TERM OF AGREEMENT

1.01 Term of Agreement. The Agreement shall become effective on the date of this contract and shall continue unless terminated upon work completion or as provided for herein. In no event shall the term of this Agreement exceed a period which is _____ days(s) from the effective date.

ARTICLE II

SERVICES TO BE PERFORMED

2.01 Work to be performed by CONTRACTOR. CONTRACTOR agrees to provide such work as may be assigned either as described in this agreement, or by individual Purchase Orders, in writing by DISTRICT. Each such assignment shall be made in the form of a written Purchase Order. Each such Purchase Order shall include, but shall not be limited to, a description of the nature and scope of the work to be performed by CONTRACTOR, the amount of compensation to be paid, and the expected time of completion. The scope of work shall be:

2.02 CONTRACTOR may, at CONTRACTOR'S sole cost and expense, employ such competent and qualified independent professional associates, and subcontractors as CONTRACTOR deems necessary to perform each such assignment; provided, however, that CONTRACTOR shall not subcontract any of the work to be performed without the prior written consent of DISTRICT, which should not be unreasonably withheld.

ARTICLE III

COMPENSATION

3.01 In consideration for the work to be performed by CONTRACTOR, DISTRICT agrees to pay CONTRACTOR as provided for in the Purchase Order. The total amount of compensation

to be paid CONTRACTOR under this Agreement and all Purchase Orders shall be in the not to exceed amount of \$___or as provided for in Exhibit A for the term of the Agreement.

3.02 Each Purchase Order shall specify a total cost of project and shall be inclusive to the Purchase Order issued to CONTRACTOR.

3.03 If provided for in the applicable Purchase Order, DISTRICT shall reimburse CONTRACTOR for reasonable and necessary expenses incurred by CONTRACTOR in the performance of work for DISTRICT. Reimbursement shall be according to schedules set forth in the Purchase Order. In the Purchase Order, however, mileage shall only be reimbursed at current IRS mileage rates. If the CONTRACTOR wishes to utilize a Time and Materials agreement, invoices shall provide a detailed accounting of each expense/charge.

3.04 Unless stipulated otherwise in the Purchase Order or otherwise approved in advance by DISTRICT in writing, CONTRACTOR shall not be compensated for any work rendered nor reimbursed for any expenses incurred in excess of those authorized in any Purchase Order.

3.05 Unless otherwise provided for in any Purchase Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments within thirty (30) days after receipt of a detailed, correct, written invoice describing, without limitation, the work performed, the time spent performing such work, the accumulated expenses, the hourly rate charged for labor and equipment, and the individuals performing such work for the benefit of DISTRICT.

ARTICLE IV

OBLIGATIONS OF CONTRACTOR

4.01 CONTRACTOR agrees to perform all assigned work in accordance with the terms and conditions of this Agreement and those specified in the Purchase Order.

4.02 Except as otherwise provided for in the Purchase Order, CONTRACTOR will supply all personnel and equipment required to perform the assigned work.

4.03 CONTRACTOR shall have full supervision over all workers on the job and neither DISTRICT nor any of DISTRICT's employees or agents shall be held responsible for any action of the CONTRACTOR. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the work assigned by DISTRICT.

4.04 Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subCONTRACTORS. Prior to issuance of the Purchase Order, CONTRACTOR shall obtain and furnish to DISTRICT proof of coverage as to each type of insurance required, naming DISTRICT as an additional insured.

A Coverage shall be at least broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 (ed. 10/93).
2. Insurance Services Office form number CA 00 01 (ed. 12/93) covering Automobile Liability, code 1 "any auto" and endorsement CA 002.
3. Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability Insurance.

a. CONTRACTORS not domiciled within the State of California with State-funded Workers' Compensation Insurance shall contact the California State Compensation Fund, or other insurance company licensed to write business in California, for Workers' Compensation Insurance coverage while performing work in this state.

b. By his/her signature hereunder, CONTRACTOR certifies that he/she is aware of the provisions of Section 3700 et seq of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such provisions before commencing the performance of the professional services under this agreement. CONTRACTOR and sub-CONTRACTORS will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.

4. Professional Liability (Errors & Omissions)

B. Limits of insurance shall be:

1. General Liability (including operations, products and completed operations): \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and

property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident, including occupational disease coverage, for the CONTRACTOR and all persons and/or sub-CONTRACTORS employed or to be employed in the performance of this Agreement, which insurance shall at all times be maintained in strict accordance with this Agreement, and the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code. Use by the CONTRACTOR of "Workers Compensation Waiver" forms will necessitate the filing of said waiver with DISTRICT for each sub-CONTRACTOR by the CONTRACTOR prior to that sub-CONTRACTOR commencing any work under this Agreement. Failure to comply with this requirement may result in cancellation of this Agreement.
4. Pollution (Environmental Impairment) Liability: If scope of work includes use or transport of Reportable Quantities of listed hazardous materials, CONTRACTOR shall provide \$1,000,000 per claim and \$2,000,000 annual aggregate.
5. Professional Liability (Error & Omissions): \$1,000,000 per claim and annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement. CONTRACTOR shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. CONTRACTOR shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement

C. Deductibles or Self-Insured retentions:

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

D. Other Insurance Provisions:

CONTRACTOR shall provide endorsements entitled: Certificate of Insurance, General Liability Endorsement, Auto Liability Endorsement, and Workers' Compensation/Employer's Liability Endorsement.

1. General Liability and Automobile Liability Policies are to contain, or be endorsed to contain, the following provision:
 - a. DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insured CONTRACTOR with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and 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 shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the CONTRACTORS insurance policy, or as a separate owner's policy.
 - b. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects to DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officers, officials, employees or volunteers.

- d. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Certificate of Insurance shall identify the project or scope of work to be performed by CONTRACTOR for DISTRICT.
2. Workers Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against DISTRICT, its officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR.
3. All Coverage:
- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, except 10 days notice of cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to DISTRICT.
 - b. If any of the required coverage's expire during the term of this agreement, the CONTRACTOR shall deliver the renewal certificate(s) including the general liability additional insured endorsement to DISTRICT at least ten (10) days prior to the expiration date.
- E. Verification of Coverage:
- CONTRACTOR shall furnish DISTRICT with original Certificates of Insurance and endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. Forms approved by the Insurance Commissioner are to be substituted. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII unless otherwise acceptable to DISTRICT.

G. SUBCONTRACTORS

- a. CONTRACTOR shall require and verify that all SUBCONTRACTORS maintain insurance meeting all the requirements stated herein. CONTRACTOR shall be responsible for all loss and damage which may arise out of the nature of the work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until same is fully completed and accepted by DISTRICT.
- b. When the law establishes a professional standard of care for the CONTRACTOR's services, to the fullest extent permitted by law, CONTRACTOR will defend, indemnify and hold harmless DISTRICT, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the CONTRACTOR's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. CONTRACTOR shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONTRACTOR's performance or non-performance of the work hereunder, and shall not tender such claims to DISTRICT nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- c. Other than in the performance of professional services, to the fullest extent permitted by law, CONTRACTOR will defend, indemnify and hold harmless DISTRICT, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out of the performance of the work or furnishing of materials; including but not limited to, claims by the CONTRACTOR or CONTRACTOR's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of DISTRICT, its directors, officers, employees or authorized volunteers.

4.05 In the event that DISTRICT requests that specific employees of CONTRACTOR supervise or otherwise perform the work specified in the Purchase Order, CONTRACTOR shall use its best efforts to ensure that such individual (or individuals) shall be appointed and assigned the responsibility of performing the work.

4.06 In the event CONTRACTOR is required to provide plans, drawings, specifications and/or estimates, the same shall be furnished with a registered civil engineer's number or other professional

license as applicable and shall conform to local, state and federal laws, rules and regulations. In the event DISTRICT is required to obtain approval or permit from another governmental entity, CONTRACTOR shall provide necessary supporting documents to be filed with such entity.

4.07 CONTRACTOR shall keep himself fully informed of and obey all laws and regulations pertaining to the Agreement work, and shall indemnify DISTRICT together with DISTRICT's employees and agents against any liability arising from violation of any such law or regulation.

4.08 CONTRACTOR shall be responsible for securing and paying for all permits and licenses necessary to perform the work described within the Purchase Order, unless specifically excluded by DISTRICT in writing as part of the Purchase Order.

4.09 CONTRACTOR shall guarantee all labor and materials used in the performance of this Agreement for a period of one (1) year from the date of acceptance by DISTRICT.

ARTICLE V

OBLIGATIONS OF DISTRICT

5.01 DISTRICT shall do the following in a manner so as not to unreasonably hinder the performance of work by CONTRACTOR:

- A Provide information and criteria regarding DISTRICT's requirements
- B. Furnish all existing plans, drawings, specifications, studies, reports and other available data pertinent to scope of work that are in DISTRICT's possession.
- C. Designate within the Purchase Order a person to act as a liaison between CONTRACTOR and DISTRICT. This (These) person(s) shall be: _ _ _ _

ARTICLE VI

ADDITIONAL SERVICES CHANGES AND DELETIONS

6.01 During the term of this Agreement, DISTRICT may with concurrence of CONTRACTOR, from time to time, and without affecting the validity of this Agreement or any Purchase Order issued pursuant thereto, order changes, deletions and additional work by the issuance of written Change Orders and / or Revised Purchase Orders.

6.02 In the event CONTRACTOR performs additional or different work than those described in any Purchase Order or authorized Change Order without the prior written approval of DISTRICT, CONTRACTOR shall not be compensated for such work.

6.03 CONTRACTOR shall promptly advise DISTRICT as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of work to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional work shall be reduced to writing for review and approval by DISTRICT.

6.04 In the event that DISTRICT orders work deleted or reduced, compensation shall likewise be deleted or reduced by a fair and reasonable amount and CONTRACTOR shall only be compensated for work actually performed. In the event additional work is properly authorized, payment for the same shall be made as provided in Article 111 above.

ARTICLE VII

CONSTRUCTION MANAGEMENT SERVICES

7.01 In the event DISTRICT authorizes CONTRACTOR to perform construction management services for DISTRICT, CONTRACTOR may determine, in the course of providing such services, that a Change Order should be issued to a third party construction CONTRACTOR, or CONTRACTOR may receive a request for a Change Order from the third party construction CONTRACTOR. CONSULTANT shall, upon receipt of any requested Change Order, or upon gaining knowledge of a condition, event or accumulation of events which may necessitate issuing a Change Order to the third party construction CONTRACTOR, promptly consult with DISTRICT. No Change Order shall be issued or executed without the prior approval of DISTRICT.

ARTICLE VIII

TERMINATION AGREEMENT

8.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate either a Purchase Order or this Agreement at any time by giving fourteen (14) days written notice to CONTRACTOR, whether or not a Purchase Order has been issued to CONTRACTOR.

8.02 In the event of termination of either a Purchase Order or this Agreement, the payment of monies due CONTRACTOR for work performed prior to the effective date of such termination shall be paid within thirty (30) days after receipt of an invoice as provided in this Agreement. Upon payment for such work,

CONTRACTOR agrees to promptly provide to DISTRICT all documents, reports, purchased supplies and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT.

ARTICLE IX

STATUS OF CONTRACTOR

9.01 CONTRACTOR shall perform the work assigned by DISTRICT in CONTRACTOR's own way as an independent CONTRACTOR, and in pursuit of CONTRACTOR's independent calling, and not as an employee or agent of DISTRICT. CONTRACTOR shall be under the control of DISTRICT only as to the result to be accomplished. CONTRACTOR shall regularly confer with DISTRICT's liaison.

CONTRACTOR hereby specifically represents and warrants to DISTRICT that the work to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent contracting organization rendering the same or similar work. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement. No other warranty, expressed or implied, is included in this Agreement or in any work, or opinion produced pursuant to this Agreement.

ARTICLE X

AUDIT OWNERSHIP OF DOCUMENTS

10.01 All products, works, appurtenances, excess materials, parts and the like either purchased, constructed or developed by CONTRACTOR in connection with the performance of work assigned to it by DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly transfer ownership of all such items to DISTRICT. CONTRACTOR may retain copies of documents at its option. CONTRACTOR shall retain its rights in its proprietary property.

10.02 CONTRACTOR shall retain and maintain, for a period of not less than four (4) years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning work performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and will permit DISTRICT's agents to audit, examine and reproduce such records. No such records shall be destroyed without their first being offered to DISTRICT.

10.03 Ownership of Materials and Confidentiality.

- A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non exclusive and perpetual license for DISTRICT to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by CONTRACTOR under this Agreement ("Documents & Data"). CONTRACTOR shall require all subcontractors to agree in writing that DISTRICT is granted a non exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Documents & Data. CONTRACTOR makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than CONTRACTOR or provided to CONTRACTOR by DISTRICT. DISTRICT shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at DISTRICT's sole risk.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to CONTRACTOR in connection with the performance of this Agreement shall be held confidential by CONTRACTOR. Such materials shall not, without the prior written consent of DISTRICT, be used by CONTRACTOR for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or has become known, to the related industry shall be deemed confidential. CONTRACTOR shall not use DISTRICT's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- C. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

ARTICLE XI**MISCELLANEOUS PROVISIONS**

11.01 This Agreement supersedes any and all previous conflicting agreements, either oral or written, between the parties hereto with respect to the rendering of work by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such work in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

11.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 Time is of the essence in the performance of work required hereunder. Work shall begin immediately upon receipt of written authorization of DISTRICT to proceed. Progress meetings will be conducted periodically in order to review the work accomplished and to obtain staff input and concurrence with the work completed to date. Extensions of time within which to perform work may be granted by DISTRICT if requested by CONTRACTOR and agreed to in writing by DISTRICT. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of CONTRACTOR. CONTRACTOR shall not be responsible for delays beyond its reasonable control.

11.04 CONTRACTOR shall comply with all local, state and federal laws, rules and regulations.

11.05 If required by law, CONTRACTOR shall file Conflict of Interest Statement(s) with DISTRICT.

11.06 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than DISTRICT and CONTRACTOR.

11.07 Any separate demand by CONTRACTOR for the payment of money or damages shall be resolved in accordance with Public Contract Code Sections 20104 et seq., if they apply. Copies of those sections are available upon request and by this reference are incorporated herein.

11.08 If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party attorney's fees in an amount determined to be reasonable by the court, together with costs and necessary disbursements.

11.09 CONTRACTOR certifies that as of the date of execution of this Agreement, CONTRACTOR currently holds necessary federal, state and local licenses to perform this work and agrees to maintain necessary licenses in good standing for the term of this Agreement.

ARTICLE XII

CERTIFICATION

LABOR CODE - SECTION 1861

12.01 I, the undersigned CONTRACTOR, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned CONTRACTOR, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE XIII

FORCE MAJEURE

13.01 The CONTRACTOR shall have no liability for any failure to perform or delay in performance of its obligations under this Agreement caused by a "**Force Majeure**" event. A Force Majeure event may include, without limitation Acts of God, acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; or other acts or occurrences outside the parties' control. The time for delivery shall be extended by a reasonable period pursuant to the procedures under this Agreement provided, that no such event shall be deemed '**Force Majeure**' if caused by the act or omission of the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement as of the date first approved.

DISTRICT

CONTRACTOR

BY: _____
NAME:

BY: _____

Title:
DATE: _____

DATE: _____

REVIEWED

BY: _____
NAME:

Title:
DATE: _____

EXHIBIT "A"

**Electrical Contractor to Provide Electrical Maintenance
and Repair Services at Certain Facilities of the FEATHER RIVER RECREATION AND
PARK DISTRICT Rate Sheet**

Complete the table below with information regarding your rates for labor and equipment.

Labor Hourly Rate	Regular Business Hours 0730 - 1630 M-F	After Hours / Weekends	Holidays
Journeyman	\$		
Apprentice	\$		
Equipment Rate	\$		
Materials Mark-up Rate	\$		
Mileage/ Fuel Charge	\$		
Other (please insert below)			

NOTE: District recognizes the following as holidays that qualify for the holiday billing rate:

New Year's Day Thanksgiving Day

Memorial Day Christmas Day

Labor Day

Rates should indicate Prevailing Wages and must include overhead, profit and administrative costs.

To receive consideration for award, this Exhibit A must be fully completed and returned to the Administrative Services Division as part of your response to RFQ AS12-001.

Please see page 3 for electronic and physical addresses for the District's Administrative Services Division.

California State Assembly Bill AB 2633

April 12, 2022

An act to amend Section 14530.5 of add Article 8 (commencing with Section 5385) of Chapter 2 of Division 5 to the Public Resources Code, relating to solid waste. parklands.

California State Assembly Bill AB 2633, as amended by Assembly Member Cooley.
California Beverage Container Recycling and Litter Reduction Act: administration.
Protection of parklands: removal of illegal campers and campsites.

Existing law authorizes the Wildlife Conservation Board to authorize the Department of Fish and Game to lease degraded potential wildlife habitat real property for specified purposes to nonprofit organizations or public agencies if the lessee agrees to restore the real property to its highest possible wildlife habitat value and maintain the real property at that value.

Existing law authorizes a county board of supervisors, in order to protect county parks from damage and preserve the peace in them, to confer on the county officer in charge of parks, and on other uniformed park employees that it may designate, the authority to issue citations for specified violations committed within a county park, as provided. Existing law authorizes the establishment of a regional park district, as provided.

This bill would authorize the board of supervisors of a county or any other governing body of parkland or open space to order the removal of illegal campers or clearing of illegal campsites from its special parklands, as defined, to protect and preserve sensitive natural habitat, critical wildlife, flood infrastructure, recreational activities, public facilities, public safety, and the adjacent community from significant environmental degradation.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Article 8 (commencing with Section 5385) is added to Chapter 2 of Division 5 of the Public Resources Code, to read:

Article 8. Protection of Parklands

5385. (a) The board of supervisors of a county or any other governing body of any parkland or open space, including, but not limited to, a regional park district as described in Chapter 3 (commencing with Section 5500), may order the removal of illegal campers or clearing of illegal campsites from its special parklands to protect and preserve sensitive natural habitat, critical wildlife, flood infrastructure, recreational activities, public facilities, public safety, and the adjacent community from significant environmental degradation.

(b) For the purposes of this section, "special parklands" includes parklands, open spaces, and natural preserves that have a heightened risk of damage from wildfire or other significant environmental degradation due to the unique and valuable environmental, agricultural, scientific, educational, and recreational resources located therein.



Yuba Feather Historical Association

Dear Sean and Feather River Recreation and Parks District,

Thank You for your contribution to the roof repair of the main building at the Yuba Feather Museum.

We look forward to many years of cooperation, consideration, and a good relationship between our organizations.

Thank You
Barbara, and all of us
At Yuba Feather Historical Association



MARCH 2022 DEPARTMENT UPDATES

Childcare Services

Estela Valencia – Director of Children’s Services

Preschool Enrollment: 27 children

Recently Completed Events/Projects:

Our See’s Candy fundraiser made close to \$700. The children enjoyed various activities, a color green party and making leprechaun traps at home.

Current events/project:

Working on planning Spring & Summer camp themes.

Acknowledgements:

We would like to thank all our preschool parents who supported our Fundraiser!

Parks & Maintenance

Joe Velasquez – Park Supervisor

Joe is out of the office and will report on both March and April at the May 24th board meeting.

Recreation

Justin Douthit – Recreation Supervisor

Recreation Program Update

- Gymnastics
 - Team Training Camp March: 37 Registered Team Members
 - Rec Classes March: 5 classes / 42 Registered par.
 - Kinder, Pre-Kinder & Parent Tot March: 6 classes / 49 Registered par.
- Fitness/Dance and Martial Arts Classes
 - Karate w/Sensei Jackson March: 42 registered participants
 - Karate w/ Bryce Keeney March: 18 registered participants
 - Judo w/Harry Burleson March: 7 registered participants
 - Junior Judo w/ Harry Burleson March: 1 registered participant
 - Adult Jujitsu w/ Harry Burleson March: 1 registered participants
 - Group X Fitness w/ Karen Leese March: Cancelled
 - Line Dancing w/ Cindy March: 32 memberships
 - U-Jam Fitness w/Lori March: 6 memberships
 - Beth Bello to provide lessons/workshops.
 - Intro to Pickleball Workshop scheduled for April 23 & 24
- Looking into scheduling Karate Events
 - Youth Judo competition at FRRPD (April)
 - Karate Self-defense Seminar for adults (June)
- Adult Sports
 - Softball (Spring League)
 - Spring League began March 14, 2022
 - Men’s, Coed & Church divisions offered.
 - 5 Men’s
 - 8 Coed
 - 5 Church



MARCH 2022 DEPARTMENT UPDATES

- Developing Spring Kickball League
 - 6-week Season at \$250/team
 - Spring League scheduled to begin March 16, 2022
 - Coed only
 - Deadline to register February 23, 2022
 - **Cancelled. 0 teams registered.**
- Cornhole
 - Working with Victoria to provide recreational cornhole in a variety of settings (events, drop-in, league play, etc.)
- Aquatics
 - Engaging in staff recruitment
 - Elected to partner with YMCA to have same certification for potential shared guards.
 - Nelson Pool closed due to construction.
 - Scheduled to be completed in May 2022
 - Will effect swim lesson schedule
- Youth Sports
 - Basketball (season 2)
 - Complete
 - Track and Field – April 7
 - Soccer – April 25
- Recruitment
 - Youth Sports Official
 - Adult Softball Umpire
 - Lifeguards & Swim Instructors

Upcoming Projects

- Potential upgrade and restoration of Nelson Sports Complex
 - Outfield grounds restoration on at least 2/3 softball fields – **Completed on Shawnee**
 - New LED bulbs in Field Lights
 - Potential PG&E Grant
 - Waiting to hear back from representative
 - Repair or purchase new Scoreboards
 - Recommend for increased use both internal and external.
 - NEW* Applied for grant funds through the Giants Community Fund. Funds delivered in April pending award.

Grow “Sporty” program to include a list of different sports for underrepresented age group (ages 3-6)

Administration, Events & Marketing

Victoria Anton – Executive Administrator

Ongoing Projects:

- Administration:
 - Summer Event Reservations in District Parks
 - Activity Center Evaporative Cooler Service
- Events & Marketing:
 - Spring Concerts in the Park – Vendors, Beer Garden, Activities, Live Concerts
 - Friday Nights 3:30pm- 7:30pm; April 8th through May 27th
 - 2022 Wildflower & Nature Festival – Kayak Tours, Vendors, Beer Garden, 2 Live Concerts
 - Cornhole League Sponsorships & Equipment Purchases



MARCH 2022 DEPARTMENT UPDATES

Completed Projects:

- Administration
 - Facility use agreement with the Oroville Orcas
 - 2022-23 Fiscal Year Planning
 - Activity Center Fire System Testing
 - Past Due Account Review and Adjustments
- Meetings/Representing FRRPD
 - Butte County Public Information Officer Group
 - Oroville Tourism Committee
 - Palermo Community Council/Forbestown Advisory Council



Friday Night Events
April 8th - May 27th
Riverbend Park
Oroville

Local Vendors
3:30PM - 7:30PM
Live Music
5:30PM - 7:30PM