

### FEATHER RIVER RECREATION & PARK DISTRICT

Regular Board Meeting October 27, 2020

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

### **AGENDA**

Open Session 5:30 PM (Live Audio Available)

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

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

Written comments must be sent to <u>victoriaa@frrpd.com</u> 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 Scott "Kent" Fowler Vice Chairperson Steven Rocchi Director Devin Thomas Director Shannon DeLong Director Clarence "Sonny" Brandt	

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC COMMENT**

At this time, the Board will extend the courtesy of the Hearing Session to interested parties who wish to speak on items not on the agenda. State law prohibits the Board from acting on any item presented if it is not listed on the agenda, except under special circumstances as defined in the Government Code. You are limited to three (3) minutes. The Board reserves the right to limit public comment to 15 minutes and can reopen public comment at a later time. The Chairperson will invite anyone 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. 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.

### **ACKNOWLEDGEMENTS**

Thank you to the Forbestown Advisory Council members & volunteers for completing a community cleanup day at Forbestown Park and Hall on August 23, 2020.

### **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. September 21, 2020 Special Board Meeting Minutes (Appendix A)
- 2. September 22, 2020 Regular Board Meeting Minutes (Appendix B)
- 3. September 2020 Financials (Appendix C)

	<u>OTE</u>
Director Fowler	
Director Rocchi	
Director Thomas	
Director DeLong	<del></del>
Director Brandt	
ACTION ITEM(S)	
1. Park Facility Rules a VOTE	and Regulations Update (Appendix D)
Director Fowler	
Director Rocchi	<del></del>
Director Thomas	
Director DeLong	<del></del>
Director Brandt	<del></del>
	<del></del>
2. Amendment to Agre VOTE	eement with the County of Butte for Activity Center Lease (Appendix E)
Director Fowler	
Director Rocchi	
<b>Director Thomas</b>	
Director DeLong	
Director Brandt	
3. Award Construction VOTE	Contract for the Nelson Pool Circulation System Demolition (Appendix F)
	Contract for the Nelson Pool Circulation System Demolition (Appendix F)
<u>VOTE</u>	Contract for the Nelson Pool Circulation System Demolition (Appendix F)
<b>VOTE</b> Director Fowler	Contract for the Nelson Pool Circulation System Demolition (Appendix F)
<u>VOTE</u> Director Fowler Director Rocchi	Contract for the Nelson Pool Circulation System Demolition (Appendix F)
VOTE Director Fowler Director Rocchi Director Thomas	Contract for the Nelson Pool Circulation System Demolition (Appendix F)
VOTE Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt	
VOTE Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates:	regular board and committee meeting schedules due to upcoming holidays.
VOTE Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance	o regular board and committee meeting schedules due to upcoming holidays.  E Committee Meeting in November
VOTE Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance November Reg	o regular board and committee meeting schedules due to upcoming holidays.  E Committee Meeting in November gular Board Meeting: November 17, 2020 at 5:30pm
VOTE Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance November Reg December Reg	o regular board and committee meeting schedules due to upcoming holidays.  The Committee Meeting in November gular Board Meeting: November 17, 2020 at 5:30pm gular Board Meeting: December 15, 2020 at 5:30pm
VOTE Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance November Reg December Reg	o regular board and committee meeting schedules due to upcoming holidays.  E Committee Meeting in November gular Board Meeting: November 17, 2020 at 5:30pm
Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance November Reg December Reg December Fina	o regular board and committee meeting schedules due to upcoming holidays.  The Committee Meeting in November gular Board Meeting: November 17, 2020 at 5:30pm gular Board Meeting: December 15, 2020 at 5:30pm
Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance November Reg December Reg December Fina	o regular board and committee meeting schedules due to upcoming holidays.  De Committee Meeting in November gular Board Meeting: November 17, 2020 at 5:30pm gular Board Meeting: December 15, 2020 at 5:30pm ance Committee Meeting: December 10, 2020 at 10am  TEE REPORTS, MANAGER & STAFF REPORTS (Appendix G) gees met: Finance, Recreation
Director Fowler Director Rocchi Director Thomas Director DeLong Director Brandt  4. Approve changes to Revised Dates: Cancel Finance November Reg December Reg December Fina  DIRECTOR & COMMIT The following committee	o regular board and committee meeting schedules due to upcoming holidays.  e Committee Meeting in November gular Board Meeting: November 17, 2020 at 5:30pm gular Board Meeting: December 15, 2020 at 5:30pm ance Committee Meeting: December 10, 2020 at 10am  TEE REPORTS, MANAGER & STAFF REPORTS (Appendix G) rees met: Finance, Recreation



### **FEATHER RIVER RECREATION & PARK DISTRICT**

Special Board Meeting September 21, 2020

### **ACTIVITY CENTER**

1875 Feather River Blvd. Oroville, CA 95965

Draft Minutes Open Session 5:30 PM

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### CHAIRPERSON FOWLER CALLED THE MEETING TO ORDER AT 11:38 AM.

### **ROLL CALL**

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

Present
Present
Present
Present

### **PUBLIC COMMENT**

No public comments were made.

### **ACTION ITEM(S)**

# 1. Emergency Lease Agreement with Butte County

Director DeLong made the motion to approve the Emergency Lease Agreement with Butte County to host a Local Assistance Center at the FRRPD Activity Center.

Director Brandt seconded the motion.

\*The motion to approve the the Emergency Lease Agreement with Butte County to host a Local Assistance Center at the FRRPD Activity Center passed with a unanimous vote.

### CHAIRPERSON FOWLER ADJOURNED THE MEETING AT 6:05 PM.



### **FEATHER RIVER RECREATION & PARK DISTRICT**

Regular Board Meeting September 22, 2020

### **ACTIVITY CENTER**

1875 Feather River Blvd. Oroville, CA 95965

Draft Minutes Open Session 5:30 PM

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

### CHAIRPERSON FOWLER CALLED THE MEETING TO ORDER AT 5:31 PM.

### **ROLL CALL**

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

Present
Present
Present
Present

### **PUBLIC COMMENT**

No public comments were made.

### **CONSENT AGENDA**

- 1. August 25, 2020 Regular Board Meeting Minutes
- 2. August 28, 2020 Special Board Meeting Minutes
- 3. September 15, 2020 Special Board Meeting Minutes
- 4. August 2020 Financials

Director Brandt made the motion to approve the Consent Agenda.

Director Rocchi seconded the motion.

### **ACTION ITEMS**

1. Resolution 1950-20: A resolution of the Board of Directors of the Feather River Recreation and Park District approving the application for Statewide Park Development and Community Revitalization Program grant funds for the Riverbend Sports Park Project

Director Rocchi made the motion to adopt Resolution 1950-20.

Director Thomas seconded the motion.

\*The motion to adopt Resolution 1950-20 passed with a unanimous vote.

### 2. Award Bid for Bear Rock Playground at Riverbend Park

Director Brandt made the motion to award the Bear Rock Playground bid provided by Franklin Construction. Director DeLong seconded the motion.

\*The motion to award the Bear Rock Playground bid provided by Franklin Construction passed with a unanimous vote.

<sup>\*</sup>The motion to approve the Consent Agenda passed with a unanimous vote.

**3. Facility Agreement with Butte County for use of the Activity Center** This item was removed from the agenda. No action was taken.

**DIRECTOR & COMMITTEE REPORTS, MANAGER & STAFF REPORTS** Reports were reviewed.

CHAIRPERSON FOWLER ADJOURNED THE MEETING AT 6:05 PM.



### 10/15/20

# Feather River Recreation & Park District Profit & Loss with Budget Board Agenda September 2020

	Sep 20	Budget	\$ Over Budget	Jul - Sep 20	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income	•		•		•		4 000 000
4100 · Tax Revenue	0	0	0	0	0	0	1,800,000 297,536
4150 · Tax Revenue (BAD) 4300 · Program Income	34,159	37,871	(3,712)	117,793	113,611	4,182	454,450
4400 · Donation & Fundraising Income	0	167	(167)	2,638	497	2,141	2,000
4600 · Other Income	0	17	(17)	0	47	(47)	200
4900 · Interest Income 4905 · Interest Income - BAD	0	833 167	(833) (167)	4,392 1,019	2,503 497	1,889 522	10,000 2,000
Total Income	34,159	39,055	(4,896)	125,841	117,155	8,686	2,566,186
Gross Profit	34,159	39,055	(4,896)	125,841	117,155	8,686	2,566,186
	04,100	00,000	(4,000)	120,041	117,100	0,000	2,000,100
Expense 5000 · Payroll Expenses	87,086	98,798	(11,712)	351,393	353,597	(2,204)	1,351,961
5031 · GASB 68 Benefit Expense	0	0	0	56,394	59,610	(3,216)	59,610
5100 · Advertising & Promotion	0	346	(346)	0	1,036	(1,036)	4,150
5120 · Bank Fees	497	500	(3)	1,509	1,500	9	6,000
5130 · Charitable Contributions	0	0	0	0	1,250	(1,250)	2,500
5140 · Copying & Printing	762	750	12	2,112	2,250	(138)	9,000
5155 · Employment New Hire Screen	90	148	(58)	90	440	(350)	1,772
5160 · Dues, Mbrshps & Subscriptions	23	130	(107)	672	5,260	(4,588)	8,300
5170 · Education & Development	425	279	146	1,000	839	161	3,350
5175 · Equipment Rental	982	321	661	1,823	961	862	3,850
5180 · Equipment, Tools & Furn (<\$5k)	2,062	3,975	(1,913)	13,095	11,925	1,170	47,700
5200 · Insurance	0	0	0	118,557	120,000	(1,443)	129,000
5210 · Interest Expense - Operating	235	250	(15)	726	750	(24)	3,000
5225 · Postage & Delivery	0	100	(100)	104	300	(196)	1,200
5230 · Professional & Outside Svcs	6,809	14,235	(7,426)	29,213	37,110	(7,897)	218,425
5260 · Repairs & Maintenance	8,519	16,041	(7,522)	64,947	48,131	16,816	192,500
5270 · Security	1,140	1,667	(527)	2,890	4,997	(2,107)	20,000
5280 · Supplies - Consumable	1,574	2,577	(1,003)	5,209	7,732	(2,523)	30,925
5290 · Taxes, Lic., Notices & Permits	0	406	(406)	4,981	1,221	3,760	4,875
5300 · Telephone/Internet	975	1,153	(178)	3,141	3,463	(322)	13,840
5310 · Transportation, Meals & Travel	1,449	2,670	(1,221)	5,094	8,020	(2,926)	32,050
5320 · Utilities	27,005	24,071	2,934	124,875	74,266	50,609	290,905
Total Expense	139,633	168,417	(28,784)	787,824	744,658	43,166	2,434,913
Net Ordinary Income	(105,474)	(129,362)	23,888	(661,983)	(627,503)	(34,480)	131,273
Other Income/Expense							
Other Income							
4200 · Impact Fee Income	1,106			14,319			
4650 · Insurance Proceeds 4910 · Interest Income - Impact Fees	0 0			213,850 1,900			
Total Other Income	1,106			230,069			
Other Expense							
5102 · Insurance Claim Expense	8,570			25,710			
7210 · Debt Interest Expense	8,085	8,085	0	24,256	24,255	1	93,945
Total Other Expense	16,655	8,085	8,570	49,966	24,255	25,711	93,945
Net Other Income	(15,549)	(8,085)	(7,464)	180,103	(24,255)	204,358	(93,945)
Net Income	(121,023)	(137,447)	16,424	(481,880)	(651,758)	169,878	37,328
=							

### Feather River Recreation & Park District

### Balance Sheet

### As of September 30, 2020

_	Sep 30, 20	Sep 30, 19	\$ Change	% Change
ASSETS Current Assets Checking/Savings				
1010 · Treasury Cash	824,761.56	1,378,505.92	-553,744.36	-40.2%
1020 · Imprest Cash	955.45	709.03	246.42	34.8%
1030 · BofW - Merchant Acct. 1031 · BofW Project INS PROCEEDS	119,530.09 727,685.81	47,808.95 1,351,495.31	71,721.14 -623,809.50	150.0% -46.2%
1031 · BOW Project INS PROCEEDS	39,494.41	40,841.31	-025,809.50	-3.3%
1050 · Impact Fees	561,434.23	452,429.77	109,004.46	24.1%
Total Checking/Savings	2,273,861.55	3,271,790.29	-997,928.74	-30.5%
Accounts Receivable 1210 · Accounts Receivable	1,626.75	-11,434.50	13,061.25	114.2%
Total Accounts Receivable	1,626.75	-11,434.50	13,061.25	114.2%
Other Current Assets				
1302 · FEMA Riverbend Claim A/R	2,839.00	2,839.00	0.00	0.0%
1310 · Miscellaneous Receivables	0.00	401.82	-401.82	-100.0%
1320 · Umpqua Bank Project Fund	188,856.12	188,856.12	0.00	0.0%
Total Other Current Assets	191,695.12	192,096.94	-401.82	-0.2%
Total Current Assets	2,467,183.42	3,452,452.73	-985,269.31	-28.5%
Fixed Assets	007 404 00	007.404.00	0.00	0.00/
1410 · Land 1420 · Buildings & Improvements	627,494.00 15,029,019.80	627,494.00 14,888,896.80	0.00 140.123.00	0.0% 0.9%
1430 · Equipment & Vehicles	1,159,790.34	1,014,543.36	145,246.98	14.3%
1440 · Construction in Progress	1,132,824.16	174,574.38	958,249.78	548.9%
1499 · Accumulated Depreciation	-4,762,614.16	-4,824,103.09	61,488.93	1.3%
Total Fixed Assets	13,186,514.14	11,881,405.45	1,305,108.69	11.0%
Other Assets 1550 · GASB 68 CalPERS Valuation	204,906.00	204,906.00	0.00	0.0%
Total Other Assets	204,906.00	204,906.00	0.00	0.0%
TOTAL ASSETS	15,858,603.56	15,538,764.18	319,839.38	2.1%
LIABILITIES & EQUITY Liabilities				
Current Liabilities				
Accounts Payable				
2000 · Accounts Payable	183,785.74	258,301.54	-74,515.80	-28.9%
Total Accounts Payable	183,785.74	258,301.54	-74,515.80	-28.9%
Credit Cards 2300 · Credit Cards Payable	859.48	904.80	-45.32	-5.0%
2350 · Supplier Accounts	15.72	932.40	-916.68	-98.3%
Total Credit Cards	875.20	1,837.20	-962.00	-52.4%
Other Current Liabilities 2100 · Payroll Liabilities	-9,419.65	-25,233.41	15,813.76	62.7%
2400 · Deposits/Refunds to Customers	1,301.60	0.00	1,301.60	100.0%
Total Other Current Liabilities	-8,118.05	-25,233.41	17,115.36	67.8%
Total Current Liabilities	176,542.89	234,905.33	-58,362.44	-24.9%
Long Term Liabilities				
2954 · Ford Motor Vehicle Loan	41,656.36	18,541.73	23,114.63	124.7%
2955 · Umpqua Bank Tax Exempt Bond A 2960 · Umpqua Bank Taxable Bond B	2,778,339.00 106,999.97	2,991,035.00 133,000.00	-212,696.00 -26,000.03	-7.1% -19.6%
2975 · GASB 68 CalPERS Liab Valuation	967,811.00	967,811.00	-20,000.03	0.0%
Total Long Term Liabilities	3,894,806.33	4,110,387.73	-215,581.40	-5.2%
Total Liabilities	4,071,349.22	4,345,293.06	-273,943.84	-6.3%

7:25 AM 10/16/20

### Feather River Recreation & Park District

### Balance Sheet

### As of September 30, 2020

_	Sep 30, 20	Sep 30, 19	\$ Change	% Change
Equity				
3010 · Imprest Cash Reserve	1,000.00	1,000.00	0.00	0.0%
3020 · General Reserve	20,000.00	20,000.00	0.00	0.0%
3030 · Investment in Assets	6,439,516.82	6,439,516.82	0.00	0.0%
3040 · General Fund Balance	-1,653,176.59	-1,653,176.59	0.00	0.0%
3050 · Benefit Assessment District	39,721.49	39,721.49	0.00	0.0%
3060 · Impact Fees (general)	440,963.61	440,963.61	0.00	0.0%
3099 · Undistributed Retained Earnings	6,981,109.13	6,553,500.51	427,608.62	6.5%
Net Income	-481,880.12	-648,054.72	166,174.60	25.6%
Total Equity	11,787,254.34	11,193,471.12	593,783.22	5.3%
TOTAL LIABILITIES & EQUITY	15,858,603.56	15,538,764.18	319,839.38	2.1%

# Feather River Recreation & Park District Detail Fixed Asset & Bonds As of September 30, 2020

1010 · Treasury Cash 1010.3 · Treasury Admin Ins Proceeds Total 1010.3 · Treasury Ins Proceeds 1010.4 · Treasury Ins Proceeds Playtown Total 1010.4 · Treasury Cash 1031 · BofW Project INS PROCEEDS  09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 V	392,069.72 216,525.19 216,525.19
1010.3 · Treasury Admin Ins Proceeds Total 1010.3 · Treasury Ins Proceeds 1010.4 · Treasury Ins Proceeds Playtown Total 1010.4 · Treasury Ins Proceeds Playtown Total 1010.1 · Treasury Cash 1031 · BofW Project INS PROCEEDS  09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID VOID CHECK 5124 0.0 1031 · BofW Project INS PROCEEDS 1302 · FEMA Riverbend Claim A/R Total 1302 · FEMA Riverbend Claim A/R 1320 · Umpqua Bank Project Fund Total 1320 · Umpqua Bank Project Fund 1410 · Land 1410 · Land Total 1410 · Land 1420 · Buildings & Improvements 1430 · Equipment & Vehicles Total 1430 · Equipment & Vehicles Total 1430 · Equipment & Vehicles 1440 · Construction in Progress 1443 · CIP Riverbend Restoration RB99	216,525.19
Total 1010.3 · Treasury Admin Ins Proceeds 1010.4 · Treasury Ins Proceeds Playtown Total 1010.4 · Treasury Ins Proceeds Playtown Total 1010.1 · Treasury Cash 1031 · BofW Project INS PROCEEDS  09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID VOID CHECK 5124 0.0 100/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID CHECK 5124 0.0 09/24/2020 VOID CHECK 5124 0.0 09/24/2020 VOID CHECK 5124	·
1010.4 · Treasury Ins Proceeds Playtown Total 1010.4 · Treasury Ins Proceeds Playtown Total 1010.4 · Treasury Cash 1031 · BofW Project INS PROCEEDS   09/24/2020 VOID VOID CHECK 5124 0.0 00/01/2020 FEMA Riverbend Claim A/R Total 1302 · FEMA Riverbend Claim A/R 1320 · Umpqua Bank Project Fund 1410 · Land Total 1320 · Umpqua Bank Project Fund 1410 · Land 1420 · Buildings & Improvements 1430 · Equipment & Vehicles 1440 · Construction in Progress 1443 · CIP Riverbend Restoration RB99	
Total 1010.4 · Treasury Ins Proceeds Playtown Total 1010 · Treasury Cash 1031 · BofW Project INS PROCEEDS  09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID CHEC	175,544.53
Total 1010 · Treasury Cash  1031 · BofW Project INS PROCEEDS  09/24/2020 VOID VOID CHECK 5124 0.0 00/24/2020 VOID CHECK 5124 0.	175,544.53
1031 · BofW Project INS PROCEEDS  09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID VOID CHECK 5124 0.0 1031 · BofW Project INS PROCEEDS 1302 · FEMA Riverbend Claim A/R Total 1302 · FEMA Riverbend Claim A/R 1320 · Umpqua Bank Project Fund 1320 · Umpqua Bank Project Fund 1410 · Land 1410 · Land 1420 · Buildings & Improvements 1420 · Buildings & Improvements 1430 · Equipment & Vehicles 1430 · Equipment & Vehicles 1440 · Construction in Progress 1443 · CIP Riverbend Restoration RB99	392,069.72
09/24/2020 VOID VOID CHECK 5124 0.0 09/24/2020 VOID VOID CHECK 5124 0.0 100 CHECK 5124 0.	727,685.81
Total 1031 · BofW Project INS PROCEEDS  1302 · FEMA Riverbend Claim A/R  Total 1302 · FEMA Riverbend Claim A/R  1320 · Umpqua Bank Project Fund  Total 1320 · Umpqua Bank Project Fund  1410 · Land  1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99	
1302 · FEMA Riverbend Claim A/R  Total 1302 · FEMA Riverbend Claim A/R  1320 · Umpqua Bank Project Fund  Total 1320 · Umpqua Bank Project Fund  1410 · Land  Total 1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99	,
1302 · FEMA Riverbend Claim A/R  Total 1302 · FEMA Riverbend Claim A/R  1320 · Umpqua Bank Project Fund  Total 1320 · Umpqua Bank Project Fund  1410 · Land  Total 1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99	,
Total 1302 · FEMA Riverbend Claim A/R  1320 · Umpqua Bank Project Fund  Total 1320 · Umpqua Bank Project Fund  1410 · Land  Total 1410 · Land  Total 1410 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99	2,839.00
1320 · Umpqua Bank Project Fund  Total 1320 · Umpqua Bank Project Fund  1410 · Land  Total 1410 · Land  Total 1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99	2,839.00
Total 1320 · Umpqua Bank Project Fund  1410 · Land  Total 1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON 101,378.5	188,856.12
1410 · Land  Total 1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON 101,378.5	188.856.12
Total 1410 · Land  1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON 101,378.5	627,494.00
1420 · Buildings & Improvements  Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON 101,378.5	627,494.00
Total 1420 · Buildings & Improvements  1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON 101,378.5	15,029,019.80
1430 · Equipment & Vehicles  Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON <sup></sup> 101,378.5	15,029,019.80
Total 1430 · Equipment & Vehicles  1440 · Construction in Progress  1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON 101,378.5	1,159,790.34
1440 · Construction in Progress 1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON <sup></sup> 101,378.5	1,159,790.34
1443 · CIP Riverbend Restoration RB99  09/01/2020 Rock Creek Constructio AMPHITHEATRE CON <sup>-</sup> 101,378.5	995,200.88
·	718,413.93
·	·
09/02/2020 Hanford ARC BEACH RIVERBEND R 27,852.2	,
09/24/2020 MELTON DESIGN GRC RIVERB END DESIGN 3,780.9	94 851,425.70
09/24/2020 City of Oroville city permit riverbend par 1,714.0	7 853,139.77
Total 1443 · CIP Riverbend Restoration RB99 134,725.8	853,139.77
1448 · CIP Nelson SBF NE99	102,678.38
09/10/2020 American Leak Detectio TEST POOL PLUMBIN( 2,000.0	00 104,678.38
09/15/2020 Chico Enterprise Record REQUEST FOR BID AE 100.7	76 104,779.14
09/30/2020 Chico Enterprise Recorr REQUEST FOR BIDS N 796.6	88 105,575.82
Total 1448 · CIP Nelson SBF NE99 2,897.4	14 105,575.82
1450 · CIP Feather River Trail FRT99	2,392.50
Total 1450 · CIP Feather River Trail FRT99	2,392.50
1451 · CIP Playtown Bathroom Fire	171,716.07
Total 1451 · CIP Playtown Bathroom Fire	171,716.07
Total 1440 · Construction in Progress 137,623.2	28 1,132,824.16
2955 · Umpqua Bank Tax Exempt Bond A	-2,778,339.00
Total 2955 · Umpqua Bank Tax Exempt Bond A	-2,778,339.00
2960 · Umpqua Bank Taxable Bond B	-106,999.97
Total 2960 · Umpqua Bank Taxable Bond B	-106,999.97
OTAL 137,623.2	28 16,375,239.98

Feather River Recreation & Park District Check Register September 2020 Date Nui

	Date	Num	Name	Memo	Credit
Sep 20					
•	09/10/2020	88449	BRANDT, CLARENCE SONNY	BOD STIPEND	200.00
	09/10/2020	88450	FOWLER, SCOTT KENT	BOD STIPEND	200.00
	09/10/2020	88451	ROCCHI, STEVE	BOD STIPEND	200.00
	09/10/2020	88452	THOMAS, DEVIN	BOD STIPEND	200.00
	09/10/2020	88453	ACCULARM SECURITY SYSTEMS	SADDED MOTION SENORS	67.50
	09/10/2020	88454	BANKCARD CENTER	SEP20 STATEMENT	4,498.82
	09/10/2020		CINTAS	JANITORIAL SUPPLIES	365.58
	09/10/2020		CPRS	ANNUAL MEMBERSHIP	165.00
	09/10/2020		HOBBS PEST SOLUTIONS, INC.		250.00
	09/10/2020		INDUSTRIAL PLUMBING SUPPLY		1,777.10
	09/10/2020		INSIDE OUT DESIGNS	NO SWIMMING SIGN	73.61
	09/10/2020		P.G. & E.	7241369682-3 7/22/20-8/20/20	13,458.11
	09/10/2020		RECOLOGY BUTTE COLUSA COL		1,765.31
	09/10/2020		ROTO-ROOTER	PUMP LIFT STATION RIVERBEND	1,200.00
	09/10/2020		SCI Consulting Group	2020-21 ENGINEERS REPORT BAD	8,420.80
	09/10/2020		SHARP'S LOCKSMITHING	KEYS, PADLOCKS ALL SITES	2,298.56
	09/10/2020		SOUTH FEATHER WATER & POW		86.61
	09/10/2020		WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	374.80
	09/10/2020		OROVILLE POWER EQUIPMENT		4.48
	09/10/2020 09/10/2020		PREMIER ACCESS BCEA UNION	1000548827 SEP20 PREMIUMS AUG20 UNION DUES	928.35 134.96
				TRACTOR SUPPLY STATEMENT	
	09/10/2020		Tractor Supply Co. ALL THINGS CLEANING	PARKS RESTROOMS JANITORIAL	809.08
	09/10/2020 09/10/2020			1750666004 GASB REPORTS	5,109.00
	09/10/2020		CalPers Financial Reporting MAZES CONSULTING	IT SUPPORT/SUBSCRIPTIONS	700.00
		88474-88500		PAYROLL ITEMS'	1,734.60 24,901.00
	09/24/2020		PELTZER, DEBORAH.	EXPENSE REIMBR	107.25
	09/24/2020		All Metals Supply, Inc.	BOLLARD PAINT	278.22
	09/24/2020		AVERY'S	OIL CHANGE	69.04
	09/24/2020		BERG, LARRY	SWAMP COOLER PAD	43.00
	09/24/2020		BETTER DEAL EXCHANGE	Acct#701960	359.74
	09/24/2020		Butte County Sheriff's Office	MONTHLY SHERIFF CREW GROUNDS	2,320.00
	09/24/2020		CRESCO EQUIPMENT RENTALS		57.64
	09/24/2020		DAWSON OIL COMPANY	62765 FUEL	1,772.16
	09/24/2020		EWING	IRRIGATION	552.02
	09/24/2020		FASTENAL	GATE REPAIR PARTS	200.01
	09/24/2020		FORD MOTOR CREDIT COMPANY		1,645.94
	09/24/2020		Hancock Automotive	2007 FORD REPAIR	446.23
	09/24/2020	88591	HOME DEPOT	HOME DEPOT STATEMENT	1,139.71
	09/24/2020	88592	Lincoln Aquatics	POOL CHEMICALS	6,233.49
	09/24/2020	88593	OROVILLE POWER EQUIPMENT	OIL MIX	65.23
	09/24/2020	88594	RENTAL GUYS, INC.	mower rental	403.70
	09/24/2020	88595	RIEBES AUTO PARTS	TRUCK PARTS	225.11
	09/24/2020	88596	ROTO-ROOTER	PUMP LIFT STATION	1,200.00
	09/24/2020	88597	Staples	STAPLES STATEMENT 3721	485.35
	09/24/2020	88598	TREE OF LIFE	TREE REMOVAL	1,500.00
	09/24/2020	88599	TWSD	4-112.01 WATER NELSON	2,870.52
	09/24/2020	88600	U.S. BANK EQUIPMENT FINANCE	COPIER LEASE/USAGE	675.03
	09/24/2020		WAL-MART COMMUNITY	STATEMENT 1712	55.59
	09/24/2020		Zee Medical Services	FIRST AID SUPPLIES	193.69
	09/24/2020		AT&T - CALNET	ALARM PHONE LINES	67.19
	09/24/2020		CALF. WATER SERVICE	WATER	39,015.67
	09/24/2020		COMCAST	Acct#8155600190189780 PHONE/INTERENT	338.32
	09/24/2020	88606	COMP	EMPLOYEMENT SCREEN	90.00
	09/24/2020		EAGLE SECURITY SYSTEMS INC	, ,	328.68
	09/24/2020	88608	Sunrise Environmental Scientific	JANITORIAL CLEANERS	1,590.71
	09/24/2020		VERIZON WIRELESS	WIRELESS PHONES 842045253-00001	25.00
	09/24/2020	88610-88635	PAYROLL	PAYROLL ITEMS'	22,601.53
Sep 20					156,879.04



### **STAFF REPORT**

**DATE: OCTOBER 27, 2020** 

**TO: BOARD OF DIRECTORS** 

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

**RE: FRRPD PARK AND FACILITY RULES AND REGULATIONS POLICY UPDATES** 

### **SUMMARY**

Attached is an update to the FRRPD Park and Facility Rules and Regulations Policy. Staff presented an earlier draft of this update to the FRRPD Parks Commission and received input for edits. This update has also been reviewed by the City of Oroville and the County of Butte. FRRPD attorney Jeff Carter has reviewed the update and is requesting a few small edits. The final copy will be presented at the October 27th Board meeting with an explanation of the edits. This will be the first update to the Policy since 1974. The 1974 Policy (Ordinance) is also attached. It is essential that the Park and Facility Rules and Regulations Policy be updated to address current park and facility operations in a safe environment.

### **RECOMMENDATION**

Approve updates to Park and Facility Rules and Regulations Policy.

The Feather River Recreation & Park District Board of Directors has determined that the following **ORDINANCE NO. 1** rules and regulations apply to the use of this facility:

VIOLATION OF ANY OF THE FOLLOWING RULES SHALL, PURSUANT TO SECTION 5782.21 OF THE PUBLIC RESOURCES CODE, BE A MISDEMEANOR PUNISHABLE BY A FINE OR BY IMPRISONMENT IN THE COUNTY JAIL OR BOTH AS PRESCRIBED BY LAW.

- 1. No person shall engage in any game, activity, or conduct which causes or is likely to cause injury or damage to any tree, shrub, ornamental plant, building or equipment.
- 2. No person shall unlawfully fight.
- 3. No person shall maliciously and willfully disturb another person by loud and unreasonable noise.
- 4. No person shall use offensive words or gestures.
- No person shall solicit anyone to engage in or engage in lewd, dissolute, lascivious or unlawful conduct within any of the facilities owned or operated by the District.
- 6. No person shall accost another or beg or solicit without permission of the District.
- 7. No person shall loiter, remain or sleep in this facility during such hours that the facility is deemed closed.
- 8. No person shall be under the influence of alcohol or any substance as defined by California Penal Code Sections 647f and Health & Safety Code.
- 9. No person shall interfere with or obstruct or prevent the use of the facility.
- 10. No person shall throw or propel in any way object in a willful and malicious manner that causes or could cause injury to another.
- 11. No person shall have in his possession a firearm or other device which is capable of being used as a weapon.
- 12. No person shall fail to cooperate in maintaining restrooms, dressing rooms and washrooms in a neat and sanitary condition. Further, no person shall loiter in or about, nor shall use any facilities for purposes other than those intended.
- 13. When using District facilities or participating in District programs where a prescribed fee exists, no person shall participate prior to paying the prescribed fee unless otherwise authorized by the District.

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- 13. When using District facilities or participating in District programs where a prescribed fee exists, no person shall participate prior to paying the prescribed fee unless otherwise authorized by the District.

p.2

- 14. No person shall mark, deface, disfigure, damage or vandalize any property or equipment owned or operated by the District nor shall any person move or remove any equipment or property from a District facility.
- 15. The possession of glass containers in parks or District facilities is prohibited. No other person shall dump or leave any bottles, broken glass, ashes, paper, cans, dirt, rubbish, garbage or other refuse except in receptacles provided.
- 16. No person shall operate any vehicle, trailer, motorcycle, motorscooter, bicycle or other means of conveyance including horses except in designated areas, nor shall any vehicle be operated in a reckless or dangerous manner. Washing or repairing vehicles or other conveyances is strictly prohibited.
- 17. No person shall sell, possess or consume alcoholic beverages of any kind whatsoever except in those areas and for those functions approved by the District. Written permission (permit) to possess alcoholic beverages may be issued to groups upon request.
- 18. No person shall cause or permit any vehicle or means of conveyance to remain within this facility except for organized functions or as may be designated at the entrance.
- 19. No animals, except seeing eye dogs or police officer's dogs under their owner's control are permitted.
- 20. Picnicking shall be permitted in established picnic areas only.
- 21. The hours of operation for the District owned and operated facilities shall be:

from April 1 to October 31 8:00 a.m. to 10:00 p.m. from November 1 to March 31 8:00 a.m. to 7:00 p.m.

22. No person shall be permitted in or upon this facility except during hours of operation unless permit is issued stating otherwise.

Anyone using District owned or operated facilities during hours other than listed above, shall be in violation of the rules and subject to prosecution as defined above. The only exceptions shall be made for District functions or with prior written approval from the District Manager or his designated authorized agent.

In addition to the above, the violator shall be subject to removal from the park, facility, swimming pool or other area owned or maintained by the District wherein such violation occurred, by the order of the District Manager or any other authorized employee of the District. It shall be unlawful for any person to fail or refuse to remove himself under such order.

# FEATHER RIVER RECREATION AND PARK DISTRICT PARK AND FACILITY RULES AND REGULATIONS POLICY

### **SECTION 1 – GENERAL CONDITIONS**

### 1.1 LEGISLATIVE AUTHORITY

The Feather River Recreation and Park District Board of Directors hereby adopts these PARK AND FACILITY RULES AND REGULATIONS according to the California Public Resource Code Section 5782.21.

Section 5782.21 provides, in part, as follows:

Districts may adopt and enforce all rules, regulations, ordinances, and bylaws necessary for the administration of government, and protection of the property, improvements, and facilities under the management or belonging to the district.

### 1.2 RULES AND REGULATIONS

This ordinance shall govern all persons entering upon and/or using parks, playgrounds, structures or facilities of the FEATHER RIVER RECREATION AND PARK DISTRICT (FRRPD).

### 1.3 AUTHORITY: ENFORCEMENT

FRRPD adopts the following rules and regulations which shall apply to all parks, playgrounds and other facilities owned and or maintained by FRRPD. Regulations shall govern all persons using any facilities. The privilege of any person to use any facility is hereby expressly conditioned upon compliance by that person with all applicable federal, state, or local laws, ordinances, rules and regulations, including these regulations. In addition to other penalties prescribed by law, violation of any applicable law, ordinance, rule or regulation of any federal, state or local governing entity or any of these regulations shall subject violator to ejection from the facility in which violation occurs. Nothing contained herein shall be construed to authorize or to prohibit any acts which are expressly prohibited tor authorized by law of the United States, Statute of the State of California or by ordinance of a governmental subdivision thereof with concurrent jurisdiction over any facility or facilities. These regulations shall not apply to or restrict any OFFICER, EMPLOYEE OF FRRPD, FRRPD OF OROVILLE, COUNTY OF BUTTE OR ANY OTHER GOVERNMENTAL AGENCY while acting in the performance of any lawful duty imposed upon such officer or agent by any lawful authority. District staff shall be responsible for administering regulations set forth by the Board of Directors. Any person who interferes with any FRRPD employee in the performance of his/her duties or who by his/her conduct interferes with the use of any facility by any other person or who has committed any public offense within any facility shall leave the facility immediately upon request by any FRRPD employee. FRRPD employees may exclude members of the general public or individuals or groups from facilities or portions thereof where such exclusion is necessary to protect public property or the public health, safety or welfare. A person who has been requested to leave a facility pursuant to this section shall not return or reenter the facility within seventy-two hours.

### 1.4 ENFORCEMENT

In addition to FRRPD employees, park rangers and/or officers of the law also have authorization to enforce these regulations. No person shall resist, delay, or obstruct a FRRPD employee, ranger or law enforcement official in the discharge or attempt to discharge any duty of the office or when active within the scope of employment in any facility.

### 1.5 VIOLATIONS

A violation of any of these regulations shall be an infraction punishable by a fine in the manner provided for by section 12.32.180 VIOLATIONS of the Charter of the FRRPD of Oroville and Public Resource Code sections 5786.17 (a) and (b). Any violation of the FRRPD of Oroville Municipal Code for which there is a corresponding regulation occurring at or in a facility shall constitute a violation of the corresponding regulation.

### SECTION 2 -RULES AND REGULATIONS FOR FRRPD PARKS AND FACILITIES

### 2.1 ALCOHOLIC BEVERAGES

No person shall make or unless expressly allowed to do so by permitted written agreement with FRRPD sell or distribute alcoholic beverages of any kind or variety in/on any facility. Possession or Consumption of alcohol shall be in strict compliance with all federal, state, and local laws and ordinances applicable thereto. No intoxicated person shall enter, be or remain in any park or facility and any such person shall be either arrested and/or ejected from site. It is unlawful to possess or consume alcohol in any FRRPD Park or Facility unless authorized by A FRRPD permitted written agreement.

### 2.2 VEHICLES

Vehicles Excluded - No person shall ride or drive in a vehicle within any FRRPD park or facility except in areas designated for vehicles.

Control of Automobiles and Other Conveyances - No person shall operate or drive an automobile, bicycle, truck, trailer, wagon, motor scooter, skateboard or other conveyance on other than roads, parking lots or paths designated for such purpose. Bicyclists are required to wheel or push a bicycle by hand. Automobiles and all other abovementioned conveyances shall be operated with regard to the safety of others. In no event shall the maximum speed of any motorized vehicle exceed that speed so posted at such facilities.

Washing or Repairing Automobiles or Other Conveyances is Prohibited. No person shall wash or repair in any manner any automobile or other conveyance within any area of any FRRPD park or park facility.

Overnight Parking is Prohibited. No person shall park, abandon or otherwise allow to remain within any park or park facility any automobiles or other conveyances when parks are closed.

### 2.3 **SKATEBOARDING**

Skateboard use shall be permitted in designated skateboard areas only. Skateboarding is not allowed on narrow walkways, rails, curbs, benches, walls or playground areas.

### **2.4 GOLF**

Playing or Practicing Golf is Restricted. No person shall drive, putt or in any other fashion play or practice golf or use golf balls and golf clubs within any FRRPD park or facility except in areas so designated.

### 2.5 MODEL CRAFTS

Model Crafts are Restricted. No person shall fly model airplanes or operate model automobiles, boats or other craft of any kind or description in any FRRPD park or facility except in areas so designated.

### **2.6 DOGS**

Any dog brought to a facility must be licensed by the jurisdiction in which the owner resides and be fully inoculated. At all times while in permitted facility dog owners or handlers shall comply with all federal, state and local laws and regulations, applicable to ownership and control their dogs. Unless occurring within a designated dog park or allowed prior written agreement no person shall take or allow any dog into any facility/park unless the dog is kept and maintained on a leash not exceeding six feet in length under effective control of its owner or handler. This privilege shall not apply in areas posted with signs prohibiting dogs or in areas that dogs are otherwise prohibited. A dog may be off leash in designated dog park areas or exercise areas as long as the dog is under effective control.

### 2.7 DOG EXCEPTIONS

With written permission special use dog handlers shall be permitted to conduct off leash training of special use dogs in any facility where dogs are not prohibited so long as dogs are under effective control. During off leash training dog handlers and their dogs shall wear visible identification indicating that the dog is being trained as a special dog. No dogs shall be allowed in any swimming pool or restroom facility with the exception of special use dogs.

### 2.8 ABANDONMENT OF ANIMALS

Abandonment of Dogs, Cats or Other Animals is Prohibited. Persons shall not leave or deposit dogs, cats or other animals, fish or fowl, or any parts thereof whether dead or alive, in any park or park facility.

### 2.9 LANDSCAPE/VANDALISM

Care of Public Property. No person shall mark, deface, disfigure, injure, tamper with, move or displace any park structures, equipment, facilities or appurtenances whatsoever, either real or personal.

No person shall destroy, injure, cut or take any natural condition or part of the landscape including but not limited to flowers, shrubbery, plants, vines, trees, grass, wood, rocks or pick flowers or seeds of any tree or plant or attach any rope, wire or other object to any tree or plant in a FRRPD park or facility.

Climbing of Trees and Other Objects is Prohibited. No person shall climb any tree, or walk, stand or sit upon monuments, fountains, railings, fences, buildings or any other property not designated or customarily used for such purposes.

### **2.10 GLASS**

No person shall possess any glass beverage container in any facility/park unless permitted by FRRPD written agreement.

### 2.11 EQUESTRIAN USE

Equestrian use of facility/ parks shall only be in designated areas unless permitted by FRRPD written agreement.

### 2.12 CAMPING/PARKING

No person or group of persons shall camp overnight or remain or stay overnight within any facility/park including overnight vehicles unless permitted by FRRPD written agreement. Parking and driving are only permitted in designated areas.

### 2.13 CAMPFIRES AND GRILLS

Campfires are prohibited at all FRRPD facility/parks. Charcoal grilling may only occur at designate park/facility grills. Propane grilling devices may be used with FRRPD written agreement.

### 2.14 GARBAGE, LITTER AND POLLUTION

No person shall throw, dump or otherwise place or cause to be placed or leave either directly or indirectly any rubbish, garbage, sewage, or waste matter or any trash or refuse of any kind in any facility other than in receptacles established and maintained for such purposes.

Water pollution is prohibited. No person shall pollute in any manner any water in any park or facility, and further, no person shall deposit or cause to be deposited any foreign material such as glass, paper, garbage or rubbish of any kind in such waters.

# 2.15 FEEDING OF ANIMALS

No person shall leave food or containers for food for the purpose of feeding any animals within facility.

### 2.16 UNREASONABLE NOISES

No person shall cause a loud or excessive noise within a facility which exceeds the decibel level allowed under local ordinance or otherwise unreasonable disturbs the peace and quiet of any neighborhood, the quiet enjoyment of property, or any reasonable person of normal sensitivity residing or working in the area, unless such noise is emanating from an event permitted by written agreement with the District, in which case the conditions of such permit as to noise shall apply.

### 2.17 DISTURBING THE PEACE

Rude or boisterous conduct is prohibited. No person shall, in any FRRPD park or facility, conduct him or herself in a boisterous, threatening, abusive, insulting or indecent manner so as to annoy the public, or engage in any disorderly conduct or behavior tending to be a breach of the public peace and enjoyment of the park facility.

### 2.18 SIGNS AND ADVERTISING

Advertising matter is prohibited. No person shall distribute, circulate, give away, throw or deposit in or on any FRRPD park or park facility any handbill, circular, pamphlet, paper or advertisement, or post, or fix same to any tree, fence or structure within any FRRPD park or park facility.

No person shall post a sign in a facility or leave a sign unattended in a facility unless the sign is posted or place in facility as part of an event permitted by written FRRPD agreement or on a designated community bulletin board.

### 2.19 **SOLICITING**

No person shall solicit, sell, hawk, or peddle any goods, wares, merchandise, services, liquids, or edibles for human consumption or distribute circulars in any unit, except as permitted by the Department.

### 2.20 HUNTING

No person shall hunt or take any wildlife including but not limited to wild game, animals, birds, and eggs in any facility except with written permission of FRRPD, which permission shall be given solely for the protection of life or property or the preservation of wildlife. All applicable federal, state or municipal statutes, regulations, or ordinances including but not limited to any regulation now or hereafter adopted by FRRPD shall have full force and effect in facilities.

### 2.21 FIREARMS/WEAPONS

Firearms/Weapons include pistol, revolver, rifle, gun, flare gun, paint ball gun, zip gun, spring gun, air gun, BB gun, pellet gun, rocket, rocket launder, rocket propelled, projectile launcher, slingshot, wrist rocket, bow and arrow, crossbow, compound bow, large knife. The mere possession of such firearm or device, whether loaded or unloaded, or shooting into parks or park facilities from adjacent boundaries is prohibited. No person shall take or discharge any firearm or other projectile weapon upon through, across or within any facility unless permitted by written agreement with or allowed in a program sponsored by FRRPD. All Applicable federal, state or municipal statutes, regulations or ordinances related to firearms or other projectile weapons including but not limited to any regulation now or hereafter adopted by FRRPD shall have full force and effect in all facilities.

### 2.22 SMOKING

No person shall smoke cigars, pipes, cigarettes or any other smoking device or lighted cigars, pipes, cigarettes or other lighted flammable material in facility/park.

## 2.23 FIREWORKS

No person shall possess, sell or discharge any fireworks at facility unless with written FRRPD permission.

### 2.24 TEMPORARY CLOSING OF FACILITY/PARK

When conditions so require for the preservation and protection of a facility or a portion thereof the safety of person using facility a facility may be closed by FRRPD by posting signage indicating that the facility is closed. No person shall enter into or use such facility or the affected portion thereof so long as it is closed.

### 2.25 HOURS OF OPERATION

Facility/park will post hours of operations at site. Park hours are dawn to dusk whether enclosed with fencing and gate or not. No person shall enter or remain in a facility after dusk unless given written FRRPD permission. Community centers and sports facilities shall be open during FRRPD activities or Special Events.

### 2.26 USE OF FACILITIES

Use of facilities are first come first serve basis with the exception of rental facilities. Rental facilities when reserved will host signage noting that facility has been reserved. Exclusive use of a facility shall be with written FRRPD permit. Reservation of facilities may be permitted by written FRRPD agreement.

Reservation and use shall be in strict compliance with all rules and regulations adopted from time to time by and the written agreement therefore entered with FRRPD. Such

reservation and use shall be conditioned upon satisfaction of all requirements set forth in a rental agreement for the reserved facility authorized by FRRPD. FRRPD will take every effort to provide a clean and safe facility. Any damage to FRRPD facility sites due to use will be repaired at reserves expense. Reserves are responsible for cleanup at conclusion of reserved time. Reservation Cleanup must be included within your reserved time.

### **2.27 BOOTHS**

Construction of platforms, booths or structures is prohibited. No person shall construct platforms, display booths or any edifice on or in any FRRPD park or park facility, nor shall such platforms, booths or structures be placed in any park or park facility except as so designated by the District.

### 2.28 RESTROOMS

No person shall fail to cooperate in maintaining restrooms, dressing rooms and washrooms in a neat and sanitary condition. Further, no person shall loiter in or about such facilities, nor shall any person use such facilities for purposes other than those intended.

### 2.29 SUBLEASING

Subleasing of sites is not permitted.

### 2.30 REVOCATION OF USE

FRRPD may revoke use of a facility at any time upon determining that violation of the terms and conditions of use, or persons using facility have violated or threatened to violate any applicable law or regulation.

### 2.31 COMPLIANCE

Permission granted by FRRPD to use a facility shall not release applicant from the obligation of complying with all federal, state, or local law ordinances applicable to the use.



# **STAFF REPORT**

**DATE: OCTOBER 27, 2020** 

**TO: BOARD OF DIRECTORS** 

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

RE: AMENDMENT TO AGREEMENT WITH THE COUNTY OF BUTTE FOR ACTIVITY CENTER LEASE

### **SUMMARY**

The County of Butte has requested an amendment to the lease between FRRPD and the County for use of the Activity Center for the Local Assistance Center. The use is finished but invoicing is in process and the amendment is needed to incorporate the Federal "Attachment V" to the lease. Attachment V is required on any contract seeking FEMA reimbursement.

### **RECOMMENDATION**

Approve the Amendment to the County of Butte Agreement for the Activity Center Lease

# AMENDMENT TO CONTRACT GREATER THAN \$25,000.00

This Amendment to the Contract identified below, between the County of Butte and the Contractor identified below, reflects the mutual agreement between the parties to amend this Contract in consideration for the mutual promises contained herein.

Amendment Number	01			)ate	of Amendment	10/20	/2020	
	X24069		Date of Contract			9/21/2	2020	
	Contractor Feather River R					312 112	2020	
Previous Contra		\$54,290			Fixed Price		Not-to-Exceed Pri	ic
	nge This	\$0.00	<u>'</u>		Fixed Price		Not-to-Exceed Pri	
	endment	φσ.σσ			i ixod i iioo		THOU TO EXCOOL 111	
Revised Contra		\$54,290	)		Fixed Price		Not-to-Exceed Pri	ic
Original Complet	ion Date	11/22/2	020					
Revised Complet			020					
Description of Addition	nal Char	nges: (If a	any pr	ovisi	on of the Contr	act is b	eing modified by th	iis
Amendment, include	the amer	nded form	of th	e mo	dified provision	n below	.)	
					-			
Contract is amended	to include	e Attachr	nent \	/ Reg	gulatory Compl	iance, a	attached hereto and	t
incorporated herein.								
By execution of this					-		•	
services provided by								
contract amendment		in compl	ıance	with	all language s	tated in	the original contra	ıC
including all attachme	ents.							
All other terms of this	Contract	t shall rer	nain ii	n full	force and effec	et and a	re hereby reaffirme	<del>-</del> -
as originally stated o								_
<b>.</b>								_
COUNTY				CC	NTRACTOR			
Grant Hunsicker, Di		Date			Shawn Rohrba		Date	
Department of Gene	erai				Seneral Manag		<b>1</b> *	
Services				-	eather River F		tion	
				а	ind Parks Dist	rict		
Contracts Division		Date						
Contracts Division		Date						

### Attachment V

**Revised 5/2019** 

### **EXPENSE CONTRACTS**

# **Regulatory Compliance Requirements**

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

### 1. Remedies:

# Contractor Performance and the Breach Thereof

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

# Termination for Cause and Convenience

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

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

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

**Key Definitions** 

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

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

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

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

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

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

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

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

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal

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

### 3. Davis-Bacon Act

The Contractor and the County will comply with the Davis-Bacon Act as amended (40 U.S.C. 3141–3148). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

# 4. Copeland "Anti-Kickback" Act

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

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of

work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) <u>Safety requirements</u>. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (5) <u>Subcontracts</u>. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.

# 6. Rights to Inventions Made Under a Contract or Agreement

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

(1) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

# Clean Air Act

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

# Federal Water Pollution Control Act

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

# 8. Energy Efficiency

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

# 9. Suspension and Debarment

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

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

### 11. Procurement of Recovered Materials

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

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

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

### 12. Additional FEMA Requirements

# Changes

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

# Access to Records

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide Cal OES, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

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

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

# 14. Compliance with Federal Law, Regulations, and Executive Orders

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

# 15. No Obligation by Federal Government.

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

# 16. Program Fraud and False or Fraudulent Statements or Related Acts

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

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



# **STAFF REPORT**

**DATE: OCTOBER 27, 2020** 

**TO: BOARD OF DIRECTORS** 

FROM: SHAWN ROHRBACKER, GENERAL MANAGER

RE: AWARD CONSTRUCTION CONTRACT FOR THE NELSON POOL CIRCULATION SYSTEM DEMOLITION

### **SUMMARY**

Three bids were received for the demolition of the recirculation equipment at Nelson Pool.

Bidder Name and Address	Bid Price
Bowen Engineering & Environmental Fresno, CA	\$48,400.00
Sierra Excavating Yuba City, CA	\$10,400.00
Tri Mission Company Yuba City, CA	\$62,500.00

Sierra Excavating out of Yuba City was the lowest bidder at \$10,400.

# **RECOMMENDATION**

Provide direction to the General Manager for FRRPD to accept the \$10,400 Bid Proposal from Sierra Excavation for the Nelson Pool Recirculation Equipment Demolition.



### Recreation

Brian Wilson - Recreation Supervisor

### **Programs**

o Gymnastics

o Team Training M-F 4:30p-7:30p

October projection
 25 athletes (Lower than projected due to LAC)

o Rec Classes M/W 2:00p/3:00p

Originally Scheduled to begin 10/19/20 (Delays in main floor set/clean/set)

Revised start date 10/26/20

- Rec Desk Online Registration/Payment system is up with limited offerings
  - Rec Gym classes are our test group
- Youth Sports
  - o New COVID guidelines released by State Aug. 3
    - Objective: Begin offering FRRPD after-school outdoor instructional programs
    - Original plan was to recruit instructors and advertise for Sept/October programming
      - Wildfires/evacuations/poor air quality delayed/interrupted progress
- Adult Sports: Suspended until further notice
- Fitness/Dance/Special Interest Classes
  - New COVID guidelines released by Butte County Sept. 29
    - Allow for gym/fitness facility programs to resume at the Activity Center w/modifications and at reduced capacity.
      - Rec Level Gymnastics
      - Dance Instruction
      - Fitness classes: U-Jam/Zumba
        - U-Jam scheduled to begin W/Th classes 10/21/20
        - o Zumba scheduled to begin Th classes in November
      - Adult Wellness classes
        - Ongoing conversation w/Adult Fitness instructor
        - Possible November class offerings
      - Proposed program restart date of October 19 w/limited schedules
        - Possible new Karate classes
          - Meeting with instructor candidate 10/20/20

### **Recent/Current Projects**

- Rec Desk Online Registration Software Project: First online registration/payment received 10.19.20
- o Riverbend Park Needs Assessment Survey
- Gymnastics Floor Reset
  - o For a variety of reasons, this has proven to be much more challenging than expected
- November Newsletter
- Nelson Park Landscape Maintenance (when available)



### **Upcoming Projects**

- o Thanksgiving Break Day Camp(s)?
  - Estella suggested that she may be understaffed and will not be able to offer
  - She asked if I thought I could put this on

### Maintenance

Scott Thompson – Park Supervisor

## Recently completed events/projects:

### **All Parks**

All parks received a second application of herbicide in all necessary areas.

### Riverbend

- BCSO work crews along with FRRPD worked to clean out numerous camps on the island between the pond and
  the river. Numerous dump trailer loads of debris were removed, trees were cut and dropped in the areas were
  camps were. This has opened up trails used by fishermen on the island and will encourage positive park use.
- BCSO work crews have continued working on the island dropping small trees and brush and raising up large trees to be able to see through them. Brush should be chipped on the island as well.
- Two sewage pumps have been replaced and reconnected to the pump controller. They are working normally and pumping all park sewage out to the city sewer.

### **Activity Center**

- Park Supervisor worked directly with Butte County and other agencies to make sure they had what they needed while they used the building.
- Maintenance crews along with others were able to reinstall the foam padding and roll back the carpet on the gym floor as of 10/16.

### **Preschool**

Bathroom partitions in boys room were replaced.

### Palermo Pool

Leaks were repaired and some plumbing replaced in the pool equipment room.

### **Bedrock Tennis Courts**

Lights were evaluated and bulbs were changed in lights that were still operational on the court.



### **Current events/projects:**

### **All Parks**

- Summer landscaping
  - o All parks to be mowed per schedule, sports fields to get double cut each week
  - o Fence lines string trimmed
  - o Fence lines sprayed
  - Edging done around all concrete perimeters
  - o Parks and parking lots blown off
- Ailanthus trees will be targeted for removal and we will treat the stumps with a chemical that should kill the tree, stopping the volunteers that always pop back up.

### **Activity Center**

- Maintenance along with Recreation and Gymnastics is working to clean and reinstall equipment.
- Some of the outside lights have been replaced, working to finish replacing all of them.

### **Skate Park**

• Three ramps were repaired, and Ramp Armor surface was replaced. Metal coping was repaired on all three sides of the pyramid so as to make it safe for skateboards to use again.

### **Nelson Park**

• Prepping one field for baseball practice 3 days a week.

### **Nelson Pool**

• We are shutting down the pool while we move forward with the renovations. Pool room being cleaned out and everything stored off-site.

### MLK

- Cable to be installed between posts.
- Bollards to be installed.

# **Gymnastics**

• Building and installing new bleacher seating on catwalk areas.

# **Riverbend Park**

- Repairing irrigation leaks.
- Preparing to take over the ground around new Amphitheater.

### **Nolan Complex**

- Working with pump company to repair well pump motor or electrical.
- Playtown Restrooms
  - o Shawn and I continue to work on this project with architects, engineers, and the contractor.
  - o Building plans have been submitted to the City for plan review.



### **Bedrock Tennis**

- Posts have been installed on the 4<sup>th</sup> St. side of the courts.
- Cable has been purchased to string between to stop cars from parking on the grass.

### Mitchell Shop

- Heavy equipment maintenance.
- Small equipment maintenance.
- Power tool maintenance.
- Vehicle maintenance.

# **Upcoming events/projects:**

### **Activity Center**

- Replace parking lot lights when building lights are replaced.
- Need to replace one or both main sewage pumps in lift station.

### Riverbend

- Remove all old rope anchors on rock play structure.
- Install new style rope anchors on rock play structure.
- Install all new ropes on rock play structure.

### **Nelson Complex**

- Zollner Field
  - Install one light pole/6 light fixtures

### **Nelson Pool**

Major renovation/installation project to go out to bid this fall.

### Palermo Pool

- Remove and replace flat roof over lifeguard area.
- Assess cracks in pool plaster with previous contractor.

### **Childcare Services**

Estela Valencia – Director of Children's Services

# Preschool Enrollment: 35 children Recently Completed Events/Projects:

• Our official first day of our Pre-k program started on August 11. We have 15 children enrolled in our class this year. Staff files have been updated, to make sure everyone is following state mandated requirements.

### **Upcoming Events/Projects:**

Our fall activities are always something we look forward to in our preschool every year. We plan on holding a
mini fall festival just for our children, no parents will be allowed to participate this time. Preschool children will
each get a mini pumpkin. Preschool staff and children will be dressing up for Halloween and will be trick-ortreating in our preschool area.

•



### **Administration, Events & Marketing**

Victoria Anton – Executive Administrator

# **Current/Ongoing Projects:**

- Responding to an increased volume of community interest regarding various FRRPD programs and park reservations since the recent Butte County Tier change
- Providing customer support for first-time Rec Desk users to register for programs. We are receiving a lot of positive feedback on the new registration software!
- Prop 68 Round 4: Attended Webinars. Working with the management team to complete portions of the grant application. Hosting a workshop at Riverbend Park on Saturday, November 7<sup>th</sup> at 10am.
- CalOES Request for Public Assistance due to August Complex Fires. Attended Applicant's Briefing in early
  October. Butte County/FRRPD is not currently eligible for park or public facility assistance, however, we
  completed an application under the advice of a CalOES representative in case this status changes.

FORBESTOWN HALL & PARK COMMUNITY CLEANUP DAY AUGUST 23, 2020

