

SUBAWARD

SUBAWARD NUMBER SUB20-XXX	AM. NO.
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS Subaward, made and entered into , in the State of California, by and between **Chico State Enterprises**, hereafter called Prime Recipient, and Paradise Recreation and Park District, a California recreation and park district (the “District”), **hereafter called** Subrecipient

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Prime Recipient with the services as follows:

Paradise Recreation and Park District (District) will provide Nature and Forest Therapy Guide services and potentially other recreational and outdoor educational opportunities for Chico State students in a program administered by CSE. Services are detailed in Scope of Work, Attachment A.

The Term of this Subaward shall commence November 15, 2021 and will end May 20, 2022.

Prime Recipient agrees to pay Subrecipient an amount not to exceed \$30,500. The fee structure is broken down in the Attachment B – budget. This does not reflect the potential expense for managing a portion of the project or additional amendments.

This Subaward incorporates the following attachments in addition to the enclosed ***Subaward eligibility form to be returned with the signed Subaward:***

- Attachment A – Scope of Work (2 pages)
- Attachment B – Enterprise Budget (1 Page)
- Attachment C – Contact Information (1 page)
- Attachment D – Terms & Conditions (2 pages)
- Attachment E – Insurance Requirements (1 page)
- Attachment F – Subrecipient budget plan (1 page)

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT		SUBRECIPIENT	
Chico State Enterprises		Paradise Recreation and Park District	
BY (AUTHORIZED SIGNATURE)	DATE	BY (AUTHORIZED SIGNATURE)	DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE		PRINTED NAME AND TITLE OF PERSON SIGNING Dan Efseaff District Manager	
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu		ADDRESS/E-MAIL 6626 Skyway, Paradise, CA 95969 defseaff@paradisepdpd.com	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,500.	TOTAL AMOUNT ENCUMBERED TO DATE \$	PROJECT CODE SP-	

Attachment A Scope of Work

The following describes the role and responsibilities of the District and CSE and the scope of work and/or services that District will provide to the CSE.

Paradise Recreation and Park District (District) will provide Nature and Forest Therapy Guide services and potentially other recreational and outdoor educational opportunities for Chico State students in a program administered by CSE.

The District may also provide the overall project management and administration of activities under this Subaward which would require an amendment to the original Subaward. All walks under this Subaward must be coordinated by CSE staff. The District may schedule walks for the general public with the ANFT certified forest therapy guides; however, the terms, conditions, and payment from the Ecotherapy Program with CSE do not apply.

ANFT Certified Guides will provide Forest Therapy, also known as “Shinrin-yoku” or “Forest Bathing”, which are guided, immersive experiences in nature for wellbeing. ANFT Certified Guides will not be providing therapy services or medical treatment. The Forest Therapy walks will be marketed as immersive experiences in nature for health and wellbeing. The Ecotherapy Program with CSE will also be working in conjunction with the WellCat Counseling Center. Therefore, should a participant need or request mental health services, they will be referred to licensed counselors or therapists at the WellCat Counseling Center.

All classes and locations shall be agreed upon in writing and signed and dated by the District and the CSE. All classes/ walks must be specifically targeted to California State University, Chico students. Any general public walks will not be supported by this Subaward as the Ecotherapy Program is specifically for CSU, Chico students.

ANFT Certified Guides must provide any necessary materials for their walks. Sometimes walks require the purchasing of very small amounts of materials. Guides are compensated adequately to cover all related, minimal expenses.

The work will include the following tasks:

1. Hire appropriately trained staff to conduct classes for CSE sponsored programs. This includes recreation and volunteer coordinator staff for recreation activities and Association of Nature and Forest Therapy certified guides for forest therapy walks. All staff and volunteers will be fully vaccinated and have completed background checks prior to beginning work.
2. Provide logistical and scheduling support for classes, including maintenance tasks in areas of District property used for classes.
3. Assist with the development of classes and logistics for services to be performed by District staff or other subrecipients.
4. Producing public outreach materials and attending public outreach, educational and other meetings as requested by the District.
5. Provide to CSE status updates on classes, as needed or requested by the District.

Chico State Enterprises (CSE) will provide the following support for the above tasks:

1. Provide the marketing, recruitment, and details to student participants, and provide rosters and details of the event to District.
2. Recruit and coordinate the certified Association of Nature and Forest Therapy Guides as potential District hires.
3. Develop a schedule with locations and estimated class list for programs.
4. Provide logistical support for classes, including maintenance tasks in areas of District property used for classes.
5. Provide confirmation of classes and 48-hour notice for cancellations, any classes less than 48 hours will be paid at the agreed to rate.
6. Provide collected surveys and analysis of the benefits of the program to District. Provide a CSE Recreation Coordinator to coordinate efforts under this program to insure delivery of the program with minimal impact to other District efforts.

Attachment B Enterprise Budget

The District will provide services according to the following budget:

Task	Description	Cost	Due Date
Project Management	Manage program, coordinate with CSE and guides/instructors to schedule program.	Not to exceed \$30,500.	5/20/2022
Nature and Forest Therapy Walks	A 3-hour class for CSU,C students at various locations. District will be compensated at a rate of \$360 /class.	Included in above estimate	5/20/2022
Total Cost		Not to exceed \$30,500	

This project will not exceed a total cost indicated above and will be billed monthly based on the District’s approved Salary Schedule. The District is to submit a budget plan, as attachment F, with the signed Subaward.

The Prime Recipient, CSE, will pay the flat rate of a \$40 parking fee for the use of PRPD parks and facilities.

Compensation shall be based upon actual invoices received and shall be paid according to District hourly rates.

As per agreement with CSE, ANFT guides will be paid according to the following rate:

- First hour: \$150/hour
- Additional hours: \$200 for 2 hours. \$300 for 2.5-3 hours.
- Rate is intended to cover guide mileage costs.

Attachment C Contact Information

Prime Recipient Contacts	Subrecipient Contacts
<i>Administrative Contact</i>	
Name: Title: Address: Telephone: Fax: Email:	Name: Dan Efseaff Title: District Manager Address: 6626 Skyway, Paradise, CA 95969 Telephone: 530-872-6393 Fax: Email: defseaff@paradisepd.com
<i>Principal Investigator</i>	
Name: Title: Address: Telephone: Fax: Email:	Name: Scott Amick Title: Recreation Supervisor Address: 6626 Skyway, Paradise, CA 95969 Telephone: 530-872-6393 Fax: Email: samick@paradisepd.com
<i>Financial Contact</i>	
Name: Michele Flowerdew Title: Director, Sponsored Programs Administration Address: Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-4916 Fax: Email: mflowerdew@csuchico.edu	Name: Catherine Merrifield Title: District Accountant Address: 6626 Skyway, Paradise, CA 95969 Telephone: 530-872-6393 Fax: Email: cmerrifield@paradisepd.com
<i>Authorized Signatory</i>	
Name: Mary Sidney Title: Chief Executive Officer Address: Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu	Name: Dan Efseaff Title: District Manager Address: 6626 Skyway, Paradise, CA 95969 Telephone: 530-872-6393 Fax: Email: defseaff@paradisepd.com

Attachment D Terms and Conditions

1. **Term:** This Subaward will begin on 11/15/21 and will end on 05/20/2022.
2. **Compensation:** Subrecipient shall be paid an amount not to exceed \$30,500.
3. **Standard of Care:** Subrecipient Services performed under this Subaward will be performed in a manner consistent with the care and skill ordinarily exercised by persons performing similar services under similar conditions and circumstances to third parties.
4. **Status as Subrecipient:** District as Subrecipient and CSE agree that District, in performing the services, shall be a Subrecipient of CSE and nothing herein at any time shall be construed to create the relationship of employer-employee or of joint venturers between the District and CSE. Under no circumstances shall the District look to CSE as its employer or partner. The District shall not be entitled to any benefits accorded to CSE's employees, including, without limitation, Workers' Compensation, disability insurance, vacation or sick pay. The District shall be free to perform similar or other services for other persons during the term hereof so long as such does not interfere with the District's timely performance of the services for and on behalf of CSE.
5. **Invoicing:** Subrecipient shall provide Prime Recipient with a monthly invoice for the services provided in the preceding month. Upon receipt of an invoice, Prime Recipient shall process payment to Subrecipient as provided for by CSE's established policies and procedures, and payment will be issued accordingly for undisputed invoices.
 - A. Invoices shall:
 - 1) Be prepared on Subrecipient's letterhead.
 - 2) Bear Subrecipient's name as shown on the Subaward.
 - 3) Bear the Subaward number.
 - 4) Itemize the costs incurred.
 - 5) Include a summary of the services provided.
 - 6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Subaward.
6. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties. The Services may be amended from time to time as the parties may agree in writing, with all other terms hereof remaining in force. Notwithstanding the foregoing, the District will not initiate any task unless and until the parties agree upon such in a writing signed and dated by them as to the scope, schedule, and budget, or not to exceed amount of the particular task.
7. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.
8. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Subaward, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

9. **Insurance:** See Attachment E for specific requirements. Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward. *Subrecipient shall furnish Prime Recipient with a certificate of insurance at the time of signature.*
10. **Intellectual Property:** Prime Recipient and Subrecipients shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all original writings, sound recordings, pictorial reproductions, drawings, computer programs, and other works of similar nature produced in the course of or under this Subaward. Subrecipient agrees to deliver a reproducible copy of such documents and materials to the Prime Recipient on completion of the services required in this Subaward.
11. **Controlling Law Venue:** This Subaward is made and entered into in the County of Butte, State of California. The validity of this Subaward, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this Subaward shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.
12. **Termination:** this Subaward may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this Subaward and such default not be cured within seven days following delivery of such notice to it. Further notwithstanding the foregoing, either party may terminate this Subaward without cause upon 30 days advance written notice to the other. If the CSE terminates this Subaward without cause, the District shall be paid for services performed and costs incurred by it up to the effective termination date, including its costs and expenses in concluding the services in an orderly manner and preparing files and documentation, therefor for delivery to CSE. In addition, any direct expenses incurred by the District, including but not limited to cancellation fees or charges, shall also be reimbursed by CSE upon acceptable documentation thereof. The District shall use reasonable efforts to minimize such additional charges.
13. **Partial Invalidity:** If any provision of this Subaward is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.
14. **Audit:** Subrecipient agrees that, the Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Subaward if it exceeds \$10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.
15. **Force Majeure:** Neither party is liable or responsible to the other party, or has defaulted under or breached this Subaward, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.

Attachment E

Specific Insurance Requirements

- Certificates of insurance in the minimum amounts stipulated below
- Policy endorsements as noted below
- **Submit documentation with signed Subaward**

Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

REQUIRED MINIMUM LIMITS OF INSURANCE:

General Liability (comprehensive or commercial form)

including **Liquor Liability** (when appropriate) \$1,000,000 per occurrence, \$2,000,000 aggregate

Employer Liability \$1,000,000

Business Automobile Liability (owned, scheduled, non-owned or hired) \$1,000,000 per occurrence

Workers Compensation Insurance¹ As required under California State Law

Attachment F
Subrecipient Budget Plan

To be submitted by Subrecipient