



**Paradise Recreation and Park District
Board of Directors - Regular Meeting**
Terry Ashe Recreation Center, Room B
Wednesday, October 9, 2019, 6:00 pm

Members of the public may comment on Agenda items at the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard.

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests: Scarlett Miller, Paradise Horsemen’s Association
- 1.4. Special Presentations:

2. PUBLIC COMMENT

3. CONSENT AGENDA

- 3.1. Board Minutes:
 - A. Regular Meeting of September 18, 2019
- 3.2. Correspondence: None
- 3.3. Payment of Bills/Disbursements (Warrants and Checks Report)
 - Payroll Checks and Payables Checks #050028 to and including #050130 in the total amount of \$216,256.033 including refunds or void checks reported.
- 3.4. Information Items (Acceptance only): None

4. COMMITTEE REPORTS: NONE

5. REPORTS

- 5.1. District Report
- 5.2. Ice Rink Update (Gayle Jaarsma/Lorrennis Leeds Oral Reports)
- 5.3 LAFCO Update (Al McGreehan Oral Report)

6. CLOSED SESSION:

- 6.1 Pursuant to California Government Code Section 54956.9 – Conference with legal counsel – Potential Litigation. Litigation – Action vs. PG&E for Camp Fire Losses.

7. REPORT ON CLOSED SESSION AND ANY ACTION TAKEN BY BOARD IN CLOSED SESSION

8. OLD BUSINESS: NONE

9. NEW BUSINESS

- 9.1. Paradise Horsemen’s Association Annual Report
Representatives of the Association will present an annual report on their organization as outlined in Section 7 of the 20-year PRPD/PHA Lease Agreement executed on October 10, 2006.
Recommendation: Information Only

9.2. NorthStar Engineering Master Services Agreement for Professional Services

Staff is seeking approval of a master services agreement for professional services with NorthStar Engineering to provide designs for parks, engineer's estimates, and other professional services. These services will support insurance claims, proposals, and future construction.

Recommendation: *Approve the Master Services Agreement for Professional Services with NorthStar Engineering as presented and authorize the District Manager to sign the agreement on behalf of the District.*

10. BOARD COMMENT

11. ADJOURNMENT

Adjourn to the next regular meeting on November 13, 2019 at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or info@paradisepd.com at least 48 hours in advance of the meeting.

004643

Paradise Recreation and Park District
Board of Directors Regular Meeting
 Terry Ashe Recreation Center, Room B
 September 18, 2019

MINUTES

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Board Chairperson Mary Bellefeuille at 6:00 p.m.

1. CALL TO ORDER:

1.1 PLEDGE OF ALLEGIANCE:

Chairperson Bellefeuille led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Chairperson Mary Bellefeuille, Vice Chairperson Al McGreehan, Secretary Robert Anderson, Director Julie Van Roekel, and Director Steve Rodowick

ABSENT: None

PRPD STAFF:

District Manager Dan Efseaff, Recreation Supervisor Jeff Dailey, District Accountant Catherine Merrifield, Park Supervisor Mark Cobb, and Administrative Assistant II & Management Colleen Campbell.

1.3 WELCOME GUESTS:

Chairperson Bellefeuille welcomed staff and guests, Chris Rau, Park on the Green; Candace Grubbs and Madison Wyman, Butte County Clerk Recorder-Registrar of Voters Office; and Julie Jenks, Camp Fire Zone Captain.

1.4 SPECIAL PRESENTATIONS:

The recognition of Larry McDowell, Park Maintenance II, is postponed to a future meeting to be determined.

To accommodate guests in the audience, Director Rodowick recommended the Board hear New Business, item 8.2 at this time. The Board concurred and Chairperson Bellefeuille directed the Board's attention to New Business, item 8.2.

NEW BUSINESS:

8.2 Resolution #19-09-2-470 – Facility Use Request for Vote Center

Representatives of the County of Butte Clerk-Recorder/Registrar of Voters office will provide an overview of the Voter's Choice Act and its implementation in Butte County. The County of Butte is seeking approval by resolution to use the Terry Ashe Recreation Center as a Vote Center for the 2020 primary election cycle.

Butte County Clerk Recorder Candace Grubbs provided a PowerPoint presentation of the California Voter's Choice Act and the Butte County Vote Center Model for the 2020 primary election cycle. Ms. Grubbs summarized the County's need post-fire to provide access to displaced voters in Butte County.

After a brief discussion, Chairperson Bellefeuille stated she would entertain a motion on Resolution #19-09-2-470.

MOTION:

Director Rodowick moved that the PRPD Board of Directors approve and adopt Resolution #19-09-2-470 providing Butte County Clerk-Recorder/Registrar of Voters office the use of the Terry Ashe Recreation Center free of charge of the 2020 primary election cycle. The motion was seconded by Chairperson Bellefeuille and carried unanimously with 5 ayes.

ROLL CALL VOTE:

Mary Bellefeuille, aye; Al McGreehan, aye; Robert Anderson, aye; Julie Van Roekel, aye; and Steve Rodowick, aye.

2. PUBLIC COMMENT:

Staff requested that the Board receive into record for information only, correspondence dated September 13, 2019 from Butte Local Agency Formation Commission confirming Al McGreehan to serve as a Special District Regular Non-Enterprise member on the Commission through May 31, 2021. The Board concurred to include this correspondence as item 3.2b - information only.

The Board recognized Julie Jenks, Camp Fire Zone Captain and welcomed her to the floor. Ms. Jenks briefly summarized the need to provide information to residents displaced by the Camp Fire and her desire to install small kiosks at various District facilities.

The Board had open discussion with Ms. Jenks and recommended she provide a proposal detailing locations and maintenance schedules of the kiosks for Board consideration and possible approval.

The Board recognized Chris Rauen of the Magalia Community Park Foundation and welcomed him to the floor. Mr. Rauen summarized the Foundation's desire to provide a park at the former Paradise Pines Golf Course and offered the Board of Directors a copy of a preliminary Master Plan of the proposed park area prepared by Brian Firth Landscape Architect, Inc. dated August 29, 2019.

The Board thanked Mr. Rauen for his information.

3. CONSENT AGENDA

3.1 Board Minutes:

a. Regular Meeting of August 14, 2019

3.2 Correspondence:

a. Correspondence dated August 23, 2019 from David J. Harmacek supporting the development of the former Paradise Pines Golf Course; and the District's response dated September 9, 2019.

- b. Correspondence dated September 13, 2019 from Butte Local Agency Formation Commission acknowledging the election has been concluded and Al McGreehan will serve as a Special District Regular “Non-Enterprise” Member on the Commission through May 31, 2021.

3.3 Payment of Bills/Disbursements (Warrants and Checks Report) – Payroll Checks and Payables Checks #049886 to and including #050027 in the total amount of \$202,512.55 including reported refunds and void checks.

3.4 Information Items (Acceptance Only): None

Chairperson Bellefeuille asked if the Board desired to have any items removed and heard separately. Seeing and hearing none, Chairperson Bellefeuille stated she would entertain a motion.

MOTION:

Director Van Roekel moved that the PRPD Board of Directors approve the Consent Agenda as presented. The motion was seconded by Vice Chairperson McGreehan and carried unanimously with 5 ayes.

AYES: Bellefeuille, McGreehan, Anderson, Van Roekel, and Rodowick

NOES: None

ABSTENTIONS: None

ABSENT: None

4. COMMITTEE REPORTS: None

5. DISTRICT REPORTS

5.1 District Report (Manager’s Report)

District Manager Efseaff provided the following summary:

- Mandatory harassment training was completed on September 13, 2019 for all staff to comply with SB 1343. The training was facilitated by District Legal Counsel, Jeff Carter. This training is valid for two years.
- Routine financial reports including Balance Sheet, Profit and Loss, Recovery Project and Property Tax Backfill.
- Updates on Project Development including grant opportunities including the Forest Conservation Grant, the Nature Conservancy, and CalOES Pre-Disaster Grant Notice of Intent.

Park Supervisor Cobb provided the following summary:

- Ballpark backstop rebuild is complete and the score booth will be installed by the end of September.
- Routine maintenance at Bille Park and Aquatic Park

104646

Recreation Supervisor Dailey provided the following summary:

- Tiny Tots is running two days per week.
- New Cross Fit/Pilates began in September. These classes are free to participants thanks to grant funds provided by the Butte Strong Fund.
- Additional classes that began in September are Little Hoopsters Basketball, Flag Football, and Tai Chi/Tae Kwon Do.

5.2 Strategic Planning Report

- The Board acknowledged receipt of the draft report. District Manager Efseaff requested that the Board respond to him with potential revisions.

5.3 Cal Recycle Update (Steve Rodowick Oral Report)

- The Board had open dialog concerning the Town's use of the old Bank of America building to provide full-service re-building information for both County and Town residents.

Chairperson Bellefeuille requested a short recess at 7:30 p.m. and the Board concurred.

Chairperson Bellefeuille reconvened the public meeting at 7:35 p.m. and directed the Board's attention to New Business #8.1.

6. CLOSED SESSION: None

7. OLD BUSINESS: None

8. NEW BUSINESS

8.1 Resolution #19-09-1-469 – Staff Recognition

The Board will recognize Larry McDowell, Park Maintenance II, for his 16 years of service to the District as a recreation professional.

Al McGreehan requested staff amend the resolution signature to include Secretary Robert Anderson in lieu of Vice Chairperson Al McGreehan. The Board concurred and Chairperson Bellefeuille stated she would entertain a motion.

MOTION:

Vice Chairperson McGreehan moved that the PRPD Board of Directors approve and adopt Resolution #19-09-1-469 as amended, recognizing Park Maintenance II Larry McDowell for his 16 years of service as a recreation professional. The motion was seconded by Director Rodowick and carried unanimously with 5 ayes.

ROLL CALL VOTE:

Mary Bellefeuille, aye; Al McGreehan, aye; Robert Anderson, aye; Julie Van Roekel, aye; and Steve Rodowick, aye.

**8.3 North Valley Community Foundation – Butte Strong Fund Grant Award.
The PRPD Board of Directors will consider approving the grant funds as detailed in the General Grant Requirements document as presented.**

District Manager Efseaff summarized the staff report presented to the Board, stating the District has been awarded a \$50,000 grant through the North Valley Community Foundation – Butte Strong Fund.

Through this grant opportunity the District will take the lead in a multi-agency partnership with Butte County Office of Education, California State University, Chico, Outdoor Education for All, Odyssey Teams, and Feather River Center to provide outdoor health and wellness programming.

The Healing Trauma through Nature Group is a new partnership formed in response to the traumatic effect the Camp Fire had on those residing in the District’s service area. This comprehensive program will deliver expanded outdoor experiences to residents in Paradise, Concow, Yankee Hill, Magalia, and Butte Creek Canyon.

After a brief discussion, Chairperson Bellefeuille stated she would entertain a motion on this item.

MOTION:

Director Van Roekel moved that the PRPD Board of Directors approve grant funds in the sum of \$50,000 from the North Valley Community Foundation – Butte Strong Fund to provide outdoor health and wellness programming within the District’s service area as presented and authorize the District Manager to sign the General Grant Requirements document on behalf of the District. The motion was seconded by Vice Chairperson McGreehan and carried unanimously with 5 ayes.

- AYES: Bellefeuille, McGreehan, Anderson, Van Roekel, and Rodowick
- NOES: None
- ABSTENTIONS: None
- ABSENT: None

**8.4 2019 Paradise Piranhas Swim Team Pool Usage Agreement
The PRPD Board of Directors will consider approving the 2019 Piranhas Swim Team Pool Usage Agreement as presented.**

Recreation Supervisor Dailey summarized the written staff report presented to the Board stating the Piranhas made a late decision to use the District’s pool and due to the time sensitive nature of the program the agreement was signed by the District Manager so the Piranhas could start their usage in early September.

After a brief discussion, Chairperson Bellefeuille stated she would entertain a motion on this item.

MOTION:

Vice Chairperson McGreehan moved that the PRPD Board of Directors ratify the 2019 Paradise Piranhas Swim Team Pool Usage Agreement as presented. The motion was seconded by Director Van Roekel and carried unanimously with 5 ayes.

004648

AYES: Bellefeuille, McGreehan, Anderson, Van Roekel, and Rodowick
 NOES: None
 ABSTENTIONS: None
 ABSENT: None

8.5 2019 Paradise High School Swim Team Pool Usage Agreement

The PRPD Board of Directors will consider approving the 2019 Paradise High School Swim Team Pool Usage Agreement as presented.

Recreation Supervisor Dailey summarized the written staff report presented to the Board stating the Paradise High School Swim Team made a late decision to use the District's pool and due to the time sensitive nature of the program, the agreement was signed by the District Manager so the Paradise High School Swim Team could start their usage in early September.

After a brief discussion, Chairperson Bellefeuille stated she would entertain a motion on this item.

MOTION:

Director Rodowick moved that the PRPD Board of Directors ratify the 2019 Paradise High School Swim Team Pool Usage Agreement as presented. The motion was seconded by Vice Chairperson McGreehan and carried unanimously with 5 ayes.

AYES: Bellefeuille, McGreehan, Anderson, Van Roekel, and Rodowick
 NOES: None
 ABSTENTIONS: None
 ABSENT: None

9. BOARD COMMENT:

Mary Bellefeuille and Julie Van Roekel stated they will not be in attendance at the October 9, 2019 regularly scheduled Board meeting. The Board concurred that with three remaining Board members in attendance a quorum will be established and the meeting will go on as scheduled.

Al McGreehan requested that staff add a CARPD report update to the October agenda. He also requested staff add a standing report item for LAFCO updates.

Mary Bellefeuille reported on the various memorials scheduled for the one-year anniversary of the Camp Fire in November. The Board requested she provide a written schedule of events to be included in the October Board packet.

Al McGreehan reported he will work with CARPD to possibly obtain funding for exercise stations to be installed at one of the District's facilities.

Robert reported he attended a memorial for Concow Pool Manager Emelia Erickson's father, Sean Kelly, a long-time resident of the Concow area. The memorial was held at Crain Park.

11. ADJOURNMENT:

Seeing no further business, the regular meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 8:03 p.m. by Chairperson Bellefeuille until the regular Board meeting scheduled on October 9, 2019 at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center,(6626 Skyway, Paradise, California).

Mary Bellefeuille. Chairperson

Robert Anderson. Secretary

PARADISE RECREATION & PARK DISTRICT
COUNTY MONTHLY CHECK REGISTER

Fund 2510
September

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES

050048-050066	9/11/2019		Payroll Summary	16,029.63	0.00	0.00	16,029.63	

050089-050104	9/25/2019		Payroll Summary	16,578.30	0.00	0.00	16,578.30	

050028	9/6/2019		ACH CALPERS	3,206.15			3,206.15	
050029	9/6/2019		ACH CALPERS	700.00			700.00	
050030	9/6/2019		ACH CALPERS	7,057.99			7,057.99	
050031	9/6/2019	Void	ALL METALS SUPPLY		0.00		0.00	
050032	9/6/2019		NORMAC INC		237.56		237.56	
050033	9/6/2019		ACME TOILET RENTALS, LLC		447.87		447.87	
050034	9/6/2019		COMPUTERS PLUS		3,282.78		3,282.78	
050035	9/6/2019		PG&E		63.98		63.98	
050036	9/6/2019		SQUYERS FIRE PROTECTION		98.67		98.67	
050037	9/6/2019		O'REILLY AUTO PARTS		263.35		263.35	
050038	9/6/2019		MAGOON SIGNS		300.30		300.30	
050039	9/6/2019		PAPE MACHINERY			95,161.03	95,161.03	A
050040	9/6/2019		FGL ENVIRONMENTAL		124.00		124.00	
050041	9/6/2019		SIERRA TREE CARE INC		750.00		750.00	
050042	9/6/2019		CASCADE ATHLETIC SUPPLY		692.42		692.42	
050043	9/6/2019		JOHNY'S CHICO LOCK & SAFE		355.90		355.90	
050044	9/6/2019		AUTUMN INCERTY		200.00		200.00	Refund
050045	9/6/2019		JC NELSON SUPPLY CO		344.88		344.88	
050046	9/6/2019		RENTAL GUYS CHICO		1,416.93		1,416.93	
050047	9/6/2019		ARCO GASPRO PLUS		96.86		96.86	
050067	9/19/2019		ACH STATE PR TAX	530.67			530.67	
050068	9/19/2019		ACH FED PR TAX	4,304.92			4,304.92	
050069	9/19/2019		ACH CALPERS	3,130.50			3,130.50	
050070	9/20/2019		VOYA INSTITUTIONAL TRUST CO	175.00			175.00	
050071	9/20/2019		PREMIER ACCESS INSURANCE	900.24			900.24	
050072	9/20/2019		THOMAS ACE HAREWARE		2,131.42		2,131.42	
050073	9/20/2019		NORTH STATE GROCERY INC		504.29		504.29	
050074	9/20/2019		CED CHICO		912.49		912.49	
050075	9/20/2019		CARDMEMBER SERVICE		3,056.18		3,056.18	
050076	9/20/2019		TYLER WOODCOX		799.27		799.27	
050077	9/20/2019		PG&E		3,446.04		3,446.04	
050078	9/20/2019		LIFTOFF LLC		2,832.00		2,832.00	
050079	9/20/2019		VERIZON WIRELESS		271.37		271.37	
050080	9/20/2019		KELLER SUPPLY COMPANY		903.42		903.42	
050081	9/20/2019		ELLIS ART & ENGINEERING		104.26		104.26	
050082	9/20/2019		TIAA COMMERCIAL FINANCE INC		224.29		224.29	
050083	9/20/2019		OFFICE DEPOT		553.44		553.44	
050084	9/20/2019		ELIZABETH MOLCHEN		20.00		20.00	Refund
050085	9/20/2019		COMPUTERS PLUS		295.77		295.77	
050086	9/20/2019		PRINTED SUBSCRIPTION JOBS		45.00		45.00	
050087	9/20/2019		THE TREE GUY		9,800.00		9,800.00	
050088	9/20/2019		NORTHERN RECYCLING & WASTE		293.47		293.47	
050105	9/27/2019		ACH STATE PR TAX	549.12			549.12	
050106	9/27/2019		ACH FED PR TAX	4,439.48			4,439.48	
050107	9/30/2019		ACH CALPERS	1,691.24			1,691.24	
050108	9/27/2019		VOYA INSTITUTIONAL TRUST CO	175.00			175.00	
050109	9/27/2019		VISION SERVICE PLAN	121.59			121.59	

050110	9/27/2019		PRINCIPAL LIFE INSURANCE CO	96.73			96.73
050111	9/27/2019		PARADISE RECREATION & PARK	2,280.77			2,280.77
050112	9/27/2019		KELLER SUPPLY COMPANY		969.02		969.02
050113	9/27/2019		MEG MUTO		200.00		200.00
050114	9/27/2019		PG&E		67.57		67.57
050115	9/27/2019		CAPRI		11,418.00		11,418.00
050116	9/27/2019		TOWN OF PARADISE		297.72		297.72
050117	9/27/2019		GOLD COUNTRY HYDRAULIC		2,970.28		2,970.28
050118	9/27/2019		VALLEY TRUCK & TRACTOR CO		254.82		254.82
050119	9/27/2019		CHICO RENT-A-FENCE		216.00		216.00
050120	9/27/2019		NORTH STATE SCREENPRINTING		34.28		34.28
050121	9/27/2019		O'REILLY AUTO PARTS		359.21		359.21
050122	9/27/2019		PAYLESS BUILDING SUPPLY		677.05		677.05
050123	9/27/2019	Void	SIMCLAIR'S AUTOMOTIVE & TOW		0.00		0.00
050124	9/27/2019		DEPARTMENT OF JUSTICE		32.00		32.00
050125	9/27/2019		RIEBE'S AUTO PARTS		4.84		4.84
050126	9/27/2019		ALHAMBRA		71.44		71.44
050127	9/27/2019		BSN SPORTS LLC		5,890.12		5,890.12
050128	9/27/2019		PARADISE IRRIGATION DISTRICT		219.90		219.90
050129	9/27/2019		JOHNY'S CHICO LOCK & SAFE		207.40		207.40
050130	9/27/2019		AT&T		370.11		370.11

B
Refund
C

TOTALS				29,359.40	59,127.97	95,161.03	183,648.40
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GRAND TOTALS				61,967.33	59,127.97	95,161.03	216,256.33
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Notes:

Refunds Total 420.00

- A) New backhoe
- B) FSA (Employee Benefit Health Savings Account)
- C) Worker's Comp premium

District Report**Meeting Date: October 9, 2019**

DATE: 10/9/2019
 TO: PRPD Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Monthly District Report

Monthly Report**1. Updates**

- a. Assistant District Manager Position – We anticipate being able to announce the successful candidate at the meeting. It's been a long, but good process that we got to meet a lot of qualified candidates. We are excited about this important addition to the team.

2. Administrative and Visitor Services

- a. Staffing - The District will again be utilizing the services of Alliance for Workforce Development to provide additional administrative assistant support. This service has been very beneficial for the District's maintenance department and in supporting our administrative staff.

3. Finance

- a. Routine Reports – Balance Sheet (Attachment A), Profit & Loss Budget vs. Actual (Attachment B), and Recovery Project (Attachment C).
 b. 5 Star Bank – The money market account that was open with 5 Star bank has earned \$2,066.99 in interest in its first month of being open.
 c. Impact Fees – For the month of September, the District received 41 payments for impact fees for a total of \$13,522.62. Since 11/8/19, the District has received a total of 236 applications amounting to a total of \$89,782.10.

4. Parks (Maintenance and Operations)

- a. Pool - The pool heater is up and running; this completes all the functions at the pool. This has been a long and trying process at times to all that have been involved. I would like to say thanks to those that made this possible; PRPD Maintenance staff; CalFire Station 81, Butte County Well, Fletcher's Plumbing, Butte County Search and Rescue, ATI, PID and PG&E.
 b. TARC – PID has cleared the water at 6626 Skyway [TARC]. We will have our own testing done in the building to insure that our system is 100% potable and safe for all to use.
 c. Johnny Appleseed Days – Dave Ricca and the Alliance for Workforce Development crew has been working hard on the grounds of the Recreation Center making sure it is ready for those attending the event. We look forward to hosting this event and are planning on a large turn out from surrounding communities.
 d. Staff – From Park Supervisor Mark Cobb, "We all should be very proud of ALL PRPD staff for not letting the fire that consumed our town November 8th keep us from being there for our community. We have not missed one regularly scheduled event from the Ice Rink, Gold Nugget Days, and Johnny Appleseed Days. Personally, I truly feel we have been a huge part of giving our community hope and letting them know Paradise is strong and will rebuild."

5. Programs

- a. Healing Trauma Through Nature (HTTN): We received half of the funding for this program yesterday (\$50K) from the Aaron Rodgers Foundation/North Valley Community Foundation. Some of the funds will be devoted to a faculty "buy out" to help that staff member kick the project off and to develop and hire a part time position for the District. We anticipate that the position will be hired as a Recreation Program Specialist and they will also help the District.

- b. Cross Country Running - The PRPD cross country running program has a good turn out with 25 registered children participating this year. The program takes place at Bille Park on Thursday afternoons beginning at 3:45pm. Kindergarten through 8th graders race on four different courses and are timed individually by grade and gender. The program began September 19 and will continue through October 17 unless we have rain make ups.
- c. Little Hoopsters Basketball - This beginning level basketball program takes place at the Pine Ridge Gym in Magalia on Tuesday nights from 6:30 to 7:30 pm. It will continue through October 29.
- d. Aquatics - The Paradise Swim Pool is currently being utilized by the Paradise High School and the Piranhas Swim Teams. Both teams are enjoying the heated water as the cooler temperatures of fall have arrived. The pool is being covered each night by a solar cover.
- e. Tiny Tots - The Tiny Tots Preschool program continues at the Terry Ashe Recreation Center with seven children participating. Classes will run throughout the fall and winter.
- f. Crossfit/Pilates - These new classes at the Terry Ashe Recreation Center have been well received and are gaining in popularity. The classes take place on Tuesdays from 4:30 to 6:30 pm.
- g. Drop-In Programs - Pickleball will continue at the Terry Ashe courts until the Ice Rink set up begins in middle October. The Teen Basketball drop in runs on Friday nights at the Cedarwood Gym in Magalia, and Adult Basketball drop in has returned to the Paradise Ridge Elementary School Gym on Wednesday nights.
- h. New Classes - PRPD is excited to be offering two new classes this October. We will be starting up a Ballroom Dance and a Zumba class.

6. Outreach and Development

- a. CPRS/Gametime Grant – We were preliminarily notified that we secured a 50% match for play structures.

Project	Total Amount	Amount Requested
Immediate	\$300,000	\$150,000
Developing	\$480,000	\$240,000
Total	\$780,000	\$390,000

- b. CALOES Grant – Staff submitted a Notice of Interest to the 2019 Pre-Disaster Mitigation (PDM) Grant Program under the California Governor's Office of Emergency Services (CALOES). These programs provide funding for the development of local hazard mitigation plans (LHMPs) and implementation of hazard mitigation projects. The NOFO and specific Cal OES information concerning the funding opportunities and NOI and application process may be accessed on the Cal OES Pre-Disaster Mitigation Division webpage at <http://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/pre-disaster-flood-mitigation>. The District applied for a Notice of Interest (NOI) for \$4M (9/18/19). We have been notified of our eligibility (9/30/19) and invited to apply for the second round. The project includes multiple projects throughout the District with Lakeridge one of the focus properties.
- c. USDA – Exploring potential options for grant writing for a facility grant with Golden Feather School District for the Concow Pool/Schoolhouse and Magalia.

7. Upcoming

- a. Consultant Agreements – We will develop a series of agreements for professional services. In addition, we will refresh our approved consultants list in 2020 (current list is good until November 2021).

Photographs



Completion of the backstop and concession stand at the Moore Road Ballpark



Moore Road Large Field

Attachments:

- A. Balance Sheet as of September 30, 2019
- B. Profit & Loss Budget vs. Actual – July through September 2019
- C. Recovery Project – September 2019

https://paradisepd-my.sharepoint.com/personal/defseaff_paradisepd_com/Documents/Dan_OneDrive/Templates/BOD_2017_District_Report_Template_17_0905.docx
10/3/2019

11:56 AM

10/01/19

Accrual Basis

PRPD
Balance Sheet
As of September 30, 2019

Attachment A

	Sep 30, 19
ASSETS	
Current Assets	
Checking/Savings	
1000 · Mechanics Bank - Operating	100,000.43
1005 · Petty Cash	300.00
1010 · Treasury Cash - 2510	
1011 · General Operating	-441,011.49
1012 · ACO Reserve	702,200.00
1013 · General Reserve	2,000.00
1014 · Deposits held for others	1,000.00
Total 1010 · Treasury Cash - 2510	264,188.51
1030 · Investments	
1031 · Five Star Bank Money Market	1,148,000.00
Total 1030 · Investments	1,148,000.00
1100 · Designated Treasury Funds	
1111 · Aquatic Unicorp-2511	49.41
1112 · Grosso Endowment-2512	53,632.13
1113 · Grosso Scholarship-2513	3,183.93
1114 · Designated Donations-2514	
1114-1 · Bille Park Donations	125.00
1114-10 · Swim Scholarship Fund	997.82
1114-11 · Dog Park Donations	2,874.61
1114-13 · Ice Rink Donations	5,891.83
1114-2 · Bike Park Fund	1,500.00
1114-3 · Lakeridge Park Donations	3,050.00
1114-4 · Wrestling Mat fund	773.60
1114-5 · Pam Young Fund	1,000.00
1114-6 · Easter Egg Scholarships	4,698.80
1114-7 · Child-Youth Scholarships	10.00
1114-8 · McGreehan Children's Schlshp	56.00
1114-9 · Skate Park Fund	3,044.36
1114 · Designated Donations-2514 - Other	429.28
Total 1114 · Designated Donations-2514	24,451.30
Total 1100 · Designated Treasury Funds	81,316.77
1119 · Impact Fees	
1120 · Sub Div Fees - 2520	7,964.18
1121 · Park Acqui Unincorp - 2521	45,496.93
1122 · Park Dev Unincorp - 2522	74,181.47
1124 · District Fac Unincorp - 2524	39,262.41
1126 · Park Acqui Incorp - 2526	80,107.69
1127 · Park Dev Incorp - 2527	241,759.04
1128 · District Fac Incorp - 2528	42,335.06
Total 1119 · Impact Fees	531,106.78
Total Checking/Savings	2,124,912.49
Other Current Assets	
1400 · Interest Receivable	
1410 · Interest Receivable	1,361.18
1411 · Interest Receivable - 2511	0.19
1413 · Interest Receivable - 2513	217.91
1420 · Interest Receivable - 2520	30.81
1421 · Interest Receivable - 2521	157.18
1422 · Interest Receivable - 2522	232.59
1426 · Interest Receivable - 2526	243.68
1427 · Interest Recievable - 2527	743.90
1428 · Interest Receivable - 2528	119.64
Total 1400 · Interest Receivable	3,107.08

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10/01/19

Accrual Basis

PRPD
Balance Sheet
As of September 30, 2019

	Sep 30, 19
1424 · Interest Receivable - 2524	139.34
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	-13,124.68
1512 · FMV Adjustment-2512	-926.25
1500 · FMV Adjustments - Other	-4,880.93
	-18,931.86
Total 1500 · FMV Adjustments	-18,931.86
Total Other Current Assets	-15,685.44
Total Current Assets	2,109,227.05
Fixed Assets	
1710 · Land	750,088.53
1715 · Land Development	4,990.00
1720 · Buildings	5,534,233.05
1730 · Furn., Fixtures & Equip (>\$5k)	547,069.69
1798 · Accum Depr - Building	-256,655.28
1799 · Accum Depr - Furniture/Fixtures	-4,131,705.06
1800 · Construction in Progress	
1801 · CIP-Lakeridge Park Development	82,463.57
1802 · CIP-Crain Park Development	140,593.02
1803 · CIP-Crain Park Playground	61,485.86
1804 · CIP-Crain Park Bathroom	78,051.59
	362,594.04
Total 1800 · Construction in Progress	362,594.04
Total Fixed Assets	2,810,614.97
Other Assets	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	237,865.00
	538,187.00
Total Other Assets	538,187.00
TOTAL ASSETS	5,458,029.02
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	7,826.45
	7,826.45
Total Accounts Payable	7,826.45
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Wages Payable	45,402.75
2120 · Payroll Taxes Payable	3,271.78
2130 · Health Benefits Payable	-1,749.33
2140 · FSA payable	-1,200.28
2170 · CalPers Payable	24,720.20
2190 · Accrued Leave Payable	
2191 · Comp leave payable	2,121.36
2192 · Sick leave payable	15,306.09
2193 · Vacation leave payable	40,595.31
	58,022.76
Total 2190 · Accrued Leave Payable	58,022.76
Total 2100 · Payroll Liabilities	128,467.88
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2410 · Deferred Services Income	39,405.38
2420 · Deferred Facility Income	3,110.00
2430 · Deferred Inflow - Pension	32,038.00
	74,553.38
Total 2400 · Deferred Revenue	74,553.38

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10/01/19

Accrual Basis

PRPD
Balance Sheet
 As of September 30, 2019

	Sep 30, 19
Total Other Current Liabilities	204,021.26
Total Current Liabilities	211,847.71
Long Term Liabilities	
2800 · Post Employment benefits	41,965.00
2805 · CalPers Pension Liability	315,491.17
Total Long Term Liabilities	357,456.17
Total Liabilities	569,303.88
Equity	
2030 · Designated for Petty Cash	300.00
3000 · General Fund Balances-2510	
3010 · General Fund Available	291,149.99
3030 · General Reserve	2,000.00
3050 · Designated Captial Outlay	702,200.00
Total 3000 · General Fund Balances-2510	995,349.99
3100 · Net of Capital Investments	3,145,295.97
3200 · Designated Fund Balances	
3212 · Grosso Endowment-2512	53,022.07
3213 · Grosso Scholarship-2513	2,878.45
3214 · Donations - 2514	18,155.30
3220 · Impact Fees	440,380.71
Total 3200 · Designated Fund Balances	514,436.53
3280 · Invest. in General Fixed Assets	-349,657.31
3900 · Retained Earnings	1,493,616.51
3901 · Net Profit	-403,475.96
Net Income	-507,140.59
Total Equity	4,888,725.14
TOTAL LIABILITIES & EQUITY	5,458,029.02

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PRPD

Attachment B

10/01/19

Profit & Loss Budget vs. Actual 19-20

Accrual Basis

July through September 2019

	Jul - Sep 19	Budget	\$ Over Budget	% of Bud...
Ordinary Income/Expense				
Income				
4100 · Tax Revenue	69,152.92	1,445,600.00	-1,376,447.08	4.8%
4200 · Impact Fee revenue	44,345.32	63,200.00	-18,854.68	70.2%
4300 · Program Income	32,957.63	259,400.00	-226,442.37	12.7%
4350 · Concession & Merchandise sales	55.50	17,000.00	-16,944.50	0.3%
4400 · Donation & Fundraising Income	3,938.89	66,000.00	-62,061.11	6.0%
4401 · Scholarships Granted	0.00	0.00	0.00	0.0%
4500 · Grant Income	0.00	144,200.00	-144,200.00	0.0%
4600 · Other Revenue	4,096.97	4,000.00	96.97	102.4%
4900 · Interest Income	0.00	7,000.00	-7,000.00	0.0%
Total Income	154,547.23	2,006,400.00	-1,851,852.77	7.7%
Gross Profit	154,547.23	2,006,400.00	-1,851,852.77	7.7%
Expense				
5000 · Payroll Expenses				
5010 · Wages & Salaries	195,232.17	1,088,580.00	-893,347.83	17.9%
5020 · Employer Taxes	14,522.44	65,300.00	-50,777.56	22.2%
5030 · Employee Benefits	36,188.10	189,000.00	-152,811.90	19.1%
5040 · Workers Comp Expense	22,836.00	60,000.00	-37,164.00	38.1%
5050 · Accrued Leave	0.00	4,000.00	-4,000.00	0.0%
5060 · Other Personnel Costs	7,711.53	3,100.00	4,611.53	248.8%
Total 5000 · Payroll Expenses	276,490.24	1,409,980.00	-1,133,489.76	19.6%
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	0.00	11,200.00	-11,200.00	0.0%
5130 · Program Supplies	6,526.30	27,650.00	-21,123.70	23.6%
Total 5100 · Program Expenses	6,526.30	38,850.00	-32,323.70	16.8%
5200 · Advertising & Promotion	774.55	16,500.00	-15,725.45	4.7%
5210 · Bad Debt	0.00	0.00	0.00	0.0%
5220 · Bank & Merchant Fees	613.94	4,700.00	-4,086.06	13.1%
5230 · Contributions to Others	1,252.75	15,100.00	-13,847.25	8.3%
5240 · Copying & Printing	38.66	1,000.00	-961.34	3.9%
5260 · Dues, Mbrshps, Subscr, & Pubs	2,954.12	11,600.00	-8,645.88	25.5%
5270 · Education, Training & Staff Dev	158.04	16,000.00	-15,841.96	1.0%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	3,138.72	18,600.00	-15,461.28	16.9%
5284 · Program ET&F	0.00	5,000.00	-5,000.00	0.0%
5286 · Small Tools & Equipment	1,937.10	4,400.00	-2,462.90	44.0%
5280 · Equip., Tools & Furn (<\$5k) - Other	3,606.73			
Total 5280 · Equip., Tools & Furn (<\$5k)	8,682.55	28,000.00	-19,317.45	31.0%
5290 · Equipment Rental	9,787.82	110,000.00	-100,212.18	8.9%
5300 · Insurance	26,730.00	54,000.00	-27,270.00	49.5%
5310 · Interest Expense	19.69	0.00	19.69	100.0%
5320 · Miscellaneous Expense	0.00	2,200.00	-2,200.00	0.0%
5330 · Professional & Outside services				
5332 · Accounting	17,000.00	10,000.00	7,000.00	170.0%
5334 · Legal	8,475.90	7,000.00	1,475.90	121.1%
5336 · Engineering	0.00	5,000.00	-5,000.00	0.0%
5338 · Other Prof. & Outside Labor	15,389.01	93,000.00	-77,610.99	16.5%
5330 · Professional & Outside services - Other	1,308.39			
Total 5330 · Professional & Outside services	42,173.30	115,000.00	-72,826.70	36.7%
5340 · Postage & Delivery	17.76	2,500.00	-2,482.24	0.7%
5350 · Rent-Facility use fees	1,480.00	15,200.00	-13,720.00	9.7%
5360 · Repair & Maintenance				
5361 · Building R&M	10,729.82	26,000.00	-15,270.18	41.3%
5362 · Equipment R&M	99,969.95	17,000.00	82,969.95	588.1%
5363 · General R&M	17,892.33	10,000.00	7,892.33	178.9%
5364 · Grounds R&M	34,766.82	43,000.00	-8,233.18	80.9%
5365 · Pool R&M	6,375.24	20,000.00	-13,624.76	31.9%

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PRPD

Profit & Loss Budget vs. Actual 19-20

10/01/19

July through September 2019

Accrual Basis

	Jul - Sep 19	Budget	\$ Over Budget	% of Bud...
5366 · Vehicle R&M	79,546.03	10,000.00	69,546.03	795.5%
5367 · Janitorial	2,016.04	9,600.00	-7,583.96	21.0%
5368 · Security	125.08	1,300.00	-1,174.92	9.6%
5369 · Vandalism	108.64	0.00	108.64	100.0%
Total 5360 · Repair & Maintenance	251,529.95	136,900.00	114,629.95	183.7%
5370 · Supplies - Consumable				
5372 · Office Supplies	3,283.77	10,000.00	-6,716.23	32.8%
5374 · Safety & staff supplies	3,246.15	7,500.00	-4,253.85	43.3%
Total 5370 · Supplies - Consumable	6,529.92	17,500.00	-10,970.08	37.3%
5380 · Taxes, Lic., Notices & Permits	297.72	4,200.00	-3,902.28	7.1%
5390 · Telephone & Internet	6,718.55	25,000.00	-18,281.45	26.9%
5400 · Transportation, Meals & Travel				
5402 · Air, Lodging & Other Travel	1,844.93	3,000.00	-1,155.07	61.5%
5404 · Fuel	4,752.07	13,000.00	-8,247.93	36.6%
5406 · Meals	497.93	2,000.00	-1,502.07	24.9%
5408 · Mileage & Auto Allowance	0.00	5,000.00	-5,000.00	0.0%
Total 5400 · Transportation, Meals & Travel	7,094.93	23,000.00	-15,905.07	30.8%
5410 · Utilities				
5412 · Electric & Gas	6,856.97	78,000.00	-71,143.03	8.8%
5414 · Water	967.56	22,000.00	-21,032.44	4.4%
5416 · Garbage	3,992.50	8,000.00	-4,007.50	49.9%
Total 5410 · Utilities	11,817.03	108,000.00	-96,182.97	10.9%
Total Expense	661,687.82	2,155,230.00	-1,493,542.18	30.7%
Net Ordinary Income	-507,140.59	-148,830.00	-358,310.59	340.8%
Other Income/Expense				
Other Expense				
9999 · Misc. Expense	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	-507,140.59	-148,830.00	-358,310.59	340.8%

PRPD
Profit & Loss by Job
 September 2019

Expense	RP1 General (Recovery Project)	Total Recovery Project
5000 - Payroll Expenses		
5010 - Wages & Salaries	11,014.76	11,014.76
5020 - Employer Taxes	748.99	748.99
5030 - Employee Benefits	2,998.24	2,998.24
5040 - Workers Comp Expense	0.00	0.00
5060 - Other Personnel Costs	0.00	0.00
Total 5000 - Payroll Expenses	14,761.99	14,761.99
5260 - Dues, Mbrshps, Subscr, & Pubs	78.12	78.12
5280 - Equip., Tools & Furn (<\$5k)		
5286 - Small Tools & Equipment	672.61	672.61
5280 - Equip., Tools & Furn (<\$5k) - Other	36.44	36.44
Total 5280 - Equip., Tools & Furn (<\$5k)	709.05	709.05
5290 - Equipment Rental	818.83	818.83
5330 - Professional & Outside services		
5338 - Other Prof. & Outside Labor	1,936.17	1,936.17
5330 - Professional & Outside services - Other	97.89	97.89
Total 5330 - Professional & Outside services	2,034.06	2,034.06
5360 - Repair & Maintenance		
5361 - Building R&M	115.64	115.64
5362 - Equipment R&M	0.00	0.00
5363 - General R&M	9,408.77	9,408.77
5364 - Grounds R&M	10,735.39	10,735.39
5365 - Pool R&M	0.00	0.00
5366 - Vehicle R&M	19.55	19.55
5368 - Security	125.08	125.08
Total 5360 - Repair & Maintenance	20,404.43	20,404.43
5370 - Supplies - Consumable		
5372 - Office Supplies	91.09	91.09
5374 - Safety & staff supplies	235.79	235.79
Total 5370 - Supplies - Consumable	326.88	326.88
5400 - Transportation, Meals & Travel		
5404 - Fuel	440.20	440.20
5406 - Meals	0.00	0.00
Total 5400 - Transportation, Meals & Travel	440.20	440.20
5410 - Utilities		
5416 - Garbage	303.47	303.47
Total 5410 - Utilities	303.47	303.47
Total Expense	39,877.03	39,877.03

Staff Report**October 9, 2019**

DATE: 9/27/2018
TO: Board of Directors
FROM: Dan Efseaff, District Manager
SUBJECT: Paradise Horsemen's Association Annual Report

1. BACKGROUND

To maintain compliance the Paradise Horsemen's Association provides a report on their organization to the PRPD Board of Directors every October as detailed in Section 7 of the 20-year agreement.

2. RECOMMENDATION

Accept report as information only.

Attachments:

- A. Paradise Horsemen's 20-year agreement
- B. Paradise Horsemen's annual report dated September 25, 2019

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10/3/2019

PARADISE RECREATION AND PARK DISTRICT
PARADISE HORSEMEN'S ASSOCIATION
LEASE AGREEMENT
2006 - 2026

WHEREAS, the Paradise Recreation and Park District, hereinafter the "District", finds Paradise Horsemen's Association, hereinafter the "Horsemen's" to be a significant provider of education and recreation to District residents; and

WHEREAS, the District and the Horsemen's entered into yearly agreements approximately thirty-five (35) years ago, wherein the Horsemen's leased a portion of Moore Road Park, owned by the District, on which both organizations built and operated a Horse Arena; and

WHEREAS, both the District and the Horsemen's desire to replace the current lease with a new lease agreement.

NOW, THEREFORE, in consideration of the premises hereinbefore set forth, it is mutually covenanted and agreed between the parties hereto as follows:

This lease agreement (hereinafter the "Lease") is entered into on October 10, 2006 by and between the District and the Horsemen's. The District is the owner of certain real property in the Town of Paradise, State of California. The Horsemen's desire to lease a portion of this property in order to operate as a Horse Arena and provide various community events. Accordingly, the District and the Horsemen's agree as follows:

1. **Premises.** The District hereby leases to the Horsemen's that certain land area, hereinafter called the leased premises, situated in the Town of Paradise, State of California, as described in attached Exhibit "A."
2. **Term of Lease.** The term of this Lease shall be for a period of twenty (20) years.
3. **Termination / Amendment of the Lease.** If the Horsemen's does not operate a Horse Arena and related services at the location of the leased premises or does not comply with the conditions set forth in this Lease, then this Lease may be terminated by either party providing written notice to the other party one hundred twenty (120) days in advance of the date selected in said notice for termination. The notice must state the reason for cause and if submitted by the District, the Horsemen's will have the opportunity to correct the cause within the 120 days to avoid termination of the Lease. Additionally, the lease may be amended or terminated by mutual written agreement of the two parties at any time.
4. **Rent.** Rent for this Lease will be paid by the Horsemen's to the District annually based on a calendar year. Said rent shall be \$100.00 per year. Said rent paid by the Horsemen's to the District shall be increased every fifth year during the term of this Lease by an additional \$10.00.
5. **Use of the Premises.** The leased premises are leased to the Horsemen's for Horse Arena operations, related educational and program events, and uses incident thereto. Horsemen's will be granted full access to these premises to conduct programs, activities, and facility services. It is agreed that the scheduling of the Arena, the ball parks, and the Ropes Course will be done to minimize use of the facilities for large events on the same day. The Horsemen's will provide

the District with a yearly schedule of activities annually by November 1. If the Horsemen's wishes to offer additional activities they will need to notify the District a minimum of thirty (30) days prior to the event.

6. **Utilities.** The District will pay 50% of the water cost up to and not to exceed \$200.00 per month for the Horse Arena area and cover 100% of the electrical cost for power currently provided. Additional improvements made by the Horsemen's to the property, such as but not limited to, concession stand or arena lighting that will result in increased electrical cost will be paid for by the Horsemen's. Horsemen's will keep the facility clean and place garbage and rubbish in the provided trash cans, During large events, the Horsemen's will be responsible for removing garbage and rubbish from the facility. The District will be responsible for the septic system.
7. **Compliance with Law and Standards.** The lease agreement will be reviewed and revised as needed to make the agreement compliant with any legally mandated issues. All existing Horsemen-owned improvements, alterations, programs and/or maintenance on the Premises shall be performed in compliance with all applicable laws, ordinances, regulations, and orders of all federal, state, county or local government agencies or entities having jurisdiction over the Premises. All improvements, alterations, and/or maintenance performed on the Premises pursuant to this Lease or authorized by this Lease, shall be done in a good workmanlike manner and only with materials of good quality and high standard. Any notification of the District by any governmental entity either federal, state, or local (municipal or county) that any structure located upon the

Premises is not in compliance with any law, code, or regulation may be grounds for termination of the Lease if not brought into compliance within one hundred twenty (120) days beyond the date of District notification.

The Horsemen's are responsible for all safety elements concerning the Horse Arena and its usage to the specifications recommended by the National Horsemen's Association and the District.

In addition to the above stated provisions, any future improvements to be constructed or installed on the Premises shall be coordinated with proper notification and mutually agreed upon by both parties prior to construction or installation of such improvement. The District will consider, on a case-by-case basis, the possibility of helping with future improvements.

No trees may be removed from the premises without prior approval from the District.

All food preparation or sale of food must meet or exceed all requirements of the Butte County Department of Public Health.

The Horsemen's shall have and maintain a non-profit status and provide the District with a current copy of their By-laws and Articles of Incorporation or recognition of non-profit status throughout the life of this agreement. The Horsemen's shall also maintain, at the discretion of the District, an acceptable number of community programs and/or memberships and community attendance.

The Horsemen's will provide the District Board of Directors with an annual written report on the anniversary date of the agreement's execution. This written report shall include the number of community programs and/or memberships and

community attendance and is to be presented in person by a Horsemen's representative at the next regularly scheduled District Board meeting.

8. **Liens.** At all times during the terms of this Lease, the Horsemen's shall keep the Premises and all improvements, now or hereafter located on the Premises, free and clear of all liens and claims for labor, services, material, supplies, or equipment performed on or furnished to the Premises. Should the Horsemen's fail to pay and discharge or otherwise cause the Premises to be released from any such lien or claim of lien within twenty (20) days after service on the District of written request for the District to do so, the District may pay, adjust, compromise, and discharge any such lien or claim of lien on any terms and in any manner that the District may deem appropriate. In that event, the Horsemen's shall, on or before the first day of the next calendar month following such payment by the District, reimburse the District for the full amount paid by the District in paying, adjusting, compromising and discharging that lien or claim of lien, including any attorney's fees or either costs expended by the District, together with interest and the then legal rate from the date of payment by the District to the date of repayment by the Horsemen's.
9. **Ownership of Improvements.** Title of all improvements made or installed or existing above ground by the Horsemen's on the Premises shall be owned by the Horsemen's. Above ground improvements placed or constructed or maintained on the Premises by the Horsemen's must be removed, at the sole expense of the Horsemen's, within one hundred twenty (120) days of the termination date of this Lease unless the Horsemen's and the District agree in writing to another

disposition. If the Horsemen's does not remove such improvements from the Premises within one hundred twenty (120) days following termination of the Lease, such improvements may be removed by the District. In that event, the Horsemen's agree to reimburse and indemnify the District for any and all costs or liabilities associated with the removal of that structure.

10. **Notices.** Any notice, demand or request that may be permitted, required or desired to be given pursuant to this Lease shall be given in writing and shall be directed to the District and the Horsemen's as follows:

District: DISTRICT MANAGER

Address: PARADISE RECREATION AND PARK DISTRICT

6626 SKYWAY

PARADISE, CA 95969

Horsemen's: PRESIDENT

Address: PARADISE HORSEMEN'S ASSOCIATION

~~5196 BENNETT ROAD~~ P.O. Box 672

PARADISE, CA 95967

Notice shall be deemed duly served when sent via United States Postal Service's certified mail with return receipt requested, first class postage and fees prepaid, addressed to the District or the Horsemen's at the above address.

11. **Maintenance of the Horse Arena by the Horsemen's.** At all times during the term of this Lease, the Horsemen's shall, at the Horsemen's own cost and expense, keep and maintain the Premises and all appurtenances in good order and

repair, and in a safe and clean condition. The District will provide normal daily maintenance and upkeep to the restroom facilities adjacent to these premises. The District will repair and maintain the current underground water pipes to this facility. During large events the Horsemen's will be responsible for additional restroom maintenance. The District will grade (float) the arena ten (10) times per year free of charge. Any additional times, the Horsemen's will be charged at the Paradise Recreation and Park District current maintenance service fee for the hourly rate of a laborer.

12. **Loss of Improvements.** If at any time during the term of this Lease any improvements now or hereafter located on the Premises are destroyed in whole or in part by fire, theft, the elements or any other cause not the fault of the District, if not repaired or replaced, this lease may terminate at the District's or the Horsemen's option within one hundred twenty (120) days written notice to the other party. "Destroyed" shall be defined as damage in excess of 50% of the total replacement value of those improvements identified in paragraph 9 of this agreement.
13. **Indemnity Agreement.** (a) The Horsemen's agree to indemnify, hold harmless, and defend the District, its agents, servants, officers, board members and employees from any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind arising from any accident or injury to any person or property that occurs as the result of the Horsemen's comparative negligence or willful misconduct.

(b) The District agrees to indemnify, hold harmless, and defend the Horsemen's, its agents, servants, officers, board members and employees from any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind arising from any accident or injury to any person or property that occurs as the result of the District's comparative negligence or willful misconduct.

14. Liability Insurance.

The Horsemen's shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the Horsemen's, Horsemen's agents, representatives, employees, and/or sub-contractors. The Horsemen's will carry, and pay all premiums upon a policy of General Liability Insurance for bodily injury and property damage in the sum of one million dollars (\$1,000,000.00) combined single limit for each occurrence which policy shall name the District as additional insured, and proof of sufficient insurance shall be given to the District by the Horsemen's with certificate of such insurance and additional insured endorsement. The Horsemen's shall take out and maintain during the Lease, Worker's Compensation Insurance for all employees connected with the Horsemen's and provide the District with a copy of such insurance. All insurance policies shall be required to contain a provision providing notice to the District in the event of cancellation or termination of said policy.

15. Fire and Casualty Insurance. The Horsemen's shall, at the Horsemen's own cost and expense, at all times during the term of this Lease, keep all improvements on the Premises insured for the full replacement value by insurance

companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the County where the Premises are located. Each such insurance policy shall be required to contain a provision providing notice to the District in the event of cancellation or termination of said policy.

16. **Assignment of Sublease.** The Horsemen's may not assign this Lease or any interest in this Lease or effect a sublease of the Premises, without the prior express written consent of the District. After securing written consent from the District, other groups or organizations may use the Horse Arena, but must provide the District with a certificate of insurance naming the District as additional insured and additional insurance endorsement and sign and indemnify and hold harmless statement prior to usage. An additional fee may be charged depending on the usage.
17. **Remedies On Breach Or Default.** Each party to this Lease shall give the other party written notice of any claimed breach or default of the provisions of this Lease. Failure to cure the breach or default within one hundred twenty (120) days of such written notice may immediately terminate this Lease.
18. **Waiver of Breach.** The waiver of the District or the Horsemen's of any breach of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Lease.

19. **Surrender of Premises.** On the expiration or earlier termination of this Lease, the Horsemen's shall surrender the Premises to the District in a good, safe and clean condition.
20. **Attorney's Fees.** Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for that party's attorney's fees in that litigation and as are incurred in the course of collection and/or satisfaction of any judgment obtained in said litigation.
21. **Governing Law.** This Lease, in all matters relating to this Lease, shall be governed by the laws of the State of California.
22. **Entire Agreement and Priority of Provisions.** This Lease along with its Attachments contains the entire agreement among the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, among the parties. No other agreement, statement or promise made by any party not contained herein, shall be binding or valid. In the event of a conflict between the terms and provisions of this lease and its Attachments hereto, the terms and provisions of this lease shall prevail.
23. **Time of the Essence.** Time is of the essence of this Lease and the performance by each party hereto of the obligation on that party's part to be performed.
24. **Recitals and Captions.** The recitals and captions of the paragraphs of this Lease are for convenience and reference only; the words contained therein shall in no

way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Lease.

25. **Construction.** The parties agree that each party has reviewed and revised this Lease and that this Lease shall be deemed for all purposes to have been jointly drafted by all parties hereto, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any interpretation of this Lease or any amendment or exhibits thereto.
26. **Severability.** If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.
27. **Informed Consent.** Each party declares that prior to the execution of this Lease it and/or its duly authorized representatives have appraised themselves of sufficient relevant data, either through expert or other sources of their own selection in order to intelligently exercise their judgment in decision whether to execute, and in deciding on the contents of this Lease. Each party declares that the decision to execute this lease is not predicated on or influenced by any declaration or representations of the other parties except as expressly set forth herein.
28. **Good Faith.** All actions required pursuant to this Lease that are necessary to effectuate the transaction contemplated herein will be taken promptly and in good faith by the District and the Horsemen's, and the District and the Horsemen's shall furnish to the other such documents or further assurances as the other may reasonably require.

29. **Lease Extension.** The Horsemen's will have first right to continue this Lease at the end of its twenty (20) year term for an additional time period as mutually agreed upon by the District and the Horsemen's.
30. **Use of Alcoholic Beverages.** Possession and consumption of alcoholic beverages will not be allowed on the leased premises.

LESSOR**DISTRICT****PARADISE RECREATION AND PARK DISTRICT**

By Dianne Harmacek Date: 10-10-06
 Dianne Harmacek, Chairperson
 Board of Directors
 Paradise Recreation and Park District

LESSEE**HORSEMEN'S****PARADISE HORSEMEN'S ASSOCIATION**

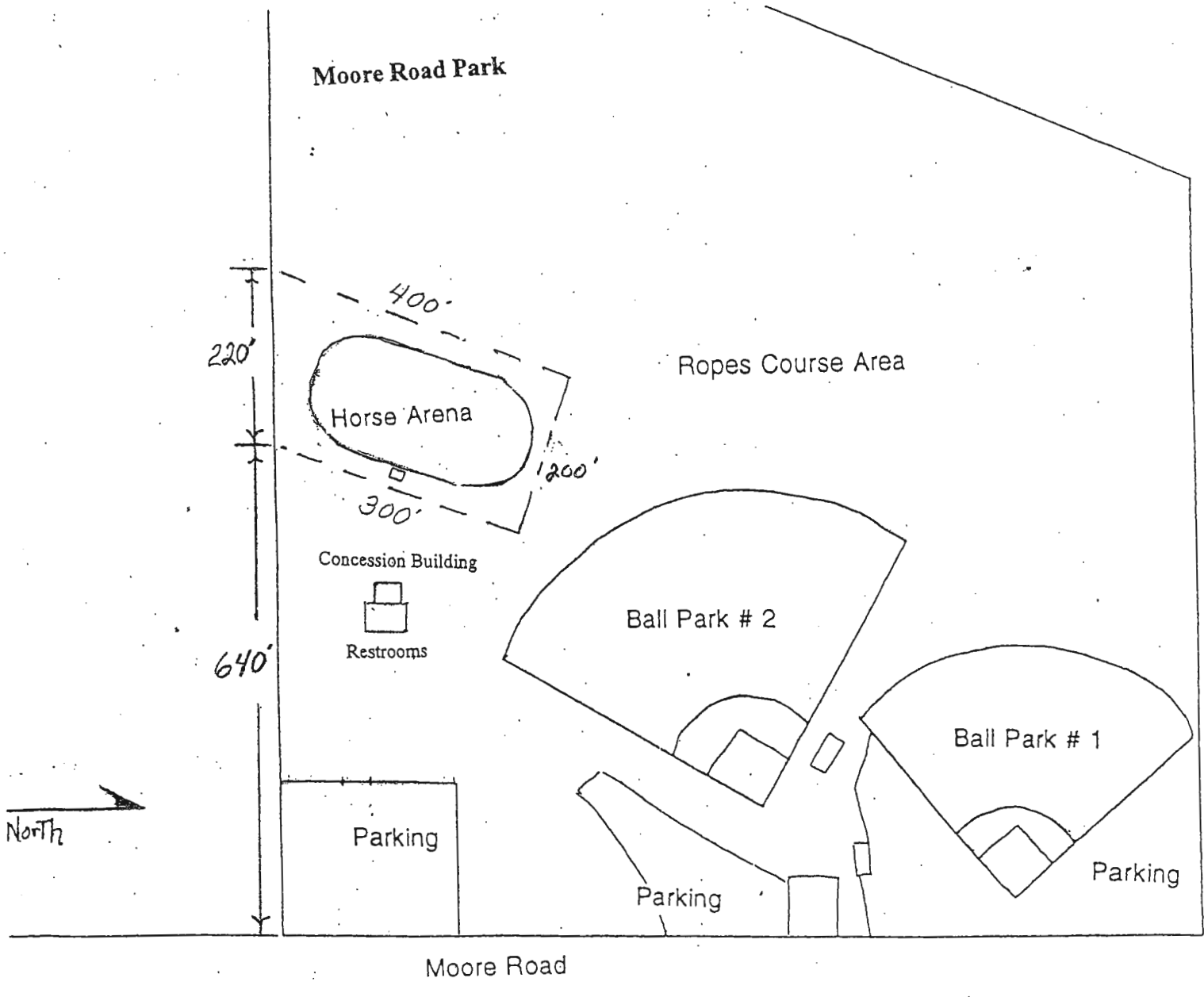
By Gary D. Hartley Date: 10-11-06
 Gary Hartley, President
 Paradise Horsemen's Association

EXHIBIT A

Property description of land leased to the Paradise Horsemen's Association by the Paradise Recreation and Park District:

The land leased is located on a site known as Moore Road Park, identified as SE¼ of SW¼ of Section 1, T22N, R3E, M.D.B. & M., AP #050-070-041. The portion of this parcel that is leased to the Paradise Horsemen's Association is located 640 feet west on the southern boundary line from the southeastern corner of the property, extending 220 feet west, then 400 feet northeast, then 200 feet southeast, then 300 feet southwest ending at the point of origin. This is approximately 1.6 acres of land represented by a fenced horse arena with approximately a twenty-foot buffer. The lease also includes the concession building that is attached to the restroom facility.

Outline description below:



PARADISE HORSEMEN'S ASSOCIATION
PO BOX 672
PARADISE, CA 95967

September 25, 2019

Paradise Recreation and Park District

Subject: Paradise Horsemen's Association Annual Report

Dear PRPD Board Members,

Paradise Horsemen's Association is a non-profit organization dedicated to preserving the Paradise Horse Arena located on Moore Road. Our arena has been in use since the 1960's and had been threatened by town officials in the 1990's to demolish it for other recreational purposes. PHA rallied back with horse owners and equine enthusiasts from all over Northern California to show the Park District what an asset Paradise Horse Arena is to the community.

Our arena remained that asset with many equine-related events, clinics, shows, community awareness horse classes and as a refuge for over 60 horses and displaced families during the 2008 Humboldt Fire that destroyed over 1000 homes in lower Paradise.

Our arena was not so fortunate during the latest Camp Fire on November 8, 2018, when 2/3 of our arena railing, our storage unit and tractor shed, and all contents were destroyed. We also lost all our snack bar contents including two refrigerators. PHA only maintains liability insurance for our members and public events. Our preliminary costs to replace our equipment, tractor, implements and sheds is over \$40,000.00.

Our arena was deemed one of the most beautiful arenas in California and we had riders come to our events from as far away as Nevada, Oregon, Bay Area and Bakersfield. Some of our events hosted more than 70 riders! It is our hope and belief, we can do this again!

Paradise Horsemen's Association is an asset to the Town of Paradise as well as the Paradise Recreation and Park District. Our Events bring riders up to the Ridge who eat at local establishments, stay at local hotels, shop at local retail locations. We offer a place for all horse owners on the Ridge and beyond to gather and ride together. Many of our members who have lost homes due to the fire, plan on rebuilding or have already moved back to their properties here on the Ridge.

We are not just an equine club...we are a family here in Paradise and many of us have raised our children riding in this arena. We miss our town and our little piece of "Paradise" ...our gathering place for laughter, memories and friendships. We miss our beautiful arena and want it restored to its pre-fire condition!

We are still a flourishing, active club in 2019, even though we have only been able to hold a few small events this year. Currently, we have 118 members who have renewed their membership and commitment to seeing our Paradise Arena rebuilt. We have created a newer, updated logo to reflect our Paradise heritage with a horseback rider amidst the pine-trees and mountains.

We awarded a \$500 Scholarship to a graduating High School Senior pursuing an agricultural/animal science major in college. Our Scholarship recipient for 2019 is Cassidy Sabral of Chico. She is attending Chico State and will be transferring to UC Davis to pursue veterinarian school.

PHA participated in the Gold Nugget Days on April 27th with eight horses leading the small parade procession in Old Magalia and then proceeded to ride down Skyway to the Dutch Brothers Coffee where every year prior, the Gold Nugget Parade began. People in Paradise were overjoyed to see the horses riding along the wreckage adorned in gold and glitter! We are Paradise Proud! PHA has participated in Gold Nugget Days for over 50 years and we did not allow the Camp Fire to take that away from us or our town!

We have had several “anonymous” donations as well as other organizations offering to help us with our rebuild efforts: Rotary Club of Paradise, Backcountry Horsemen, Tri-County Riders (Salinas), Chris Ellsworth Horsemanship (Briones, CA), Cowboy Dressage World (Clements), Rawkin Horse Ranch (Lafayette, Ca), Spring Down Equestrian Center(Portola Valley, Ca), California State Horsemen’s Association, Chico Equestrian Group, and many PHA members. We are extremely grateful for these and others who have donated in any way as far as tack, clothing, hay, etc... Many of these donors have never even been to our arena! At this time, we have received approximately \$39,000.00 towards the rebuild expenses.

We have worked hard and tirelessly to bring our arena back from the ashes! So far, we have replaced our tractor and implement, erected a new tractor shed, installed a conex storage container, removed 25 tree stumps from the parking area, re-graveled the circular roadway, raked, weedwacked, clipped hazard branches, fixed broken water sprinkler, erected temporary panels around burned-out wooden railing, installed gates, installed temporary water tank for drinking water, purchased new BBQ, refrigerator and freezer, purchased 40 new pipe panels, purchased all new equipment that was destroyed in the fire. We have been busy!!! Not to mention the countless hours to prep our arena ground to make it safe and rideable again after months of sitting idle after the fire.

We were able to hold two gymkhana shows at our arena this summer that were well attended. Everyone was so eager and happy to be back in Paradise! Our Grand-Reopening Horse Festival is scheduled for September 29th with a ribbon-cutting ceremony by the Chamber of Commerce. We have been working very hard to make this event successful. Our Mounted Drill Team has been practicing twice a week for two months, our members have been to arena practicing for their demonstrations daily. We have over 25 vendors confirmed, a petting zoo, snack bar and a full day of arena exhibitions to entertain the community. This is a free admission event for everyone! Our “welcome home” Celebration and a way for us to thank our sponsors and donors.

At this point, PHA is on the 13th year of our 20-year lease with PRPD. We are requesting an additional 20 year extension of our lease due to the amount of money and time that we have invested in rebuilding, replacing our destroyed equipment and improving PRPD land. We have proven our longevity, our commitment, and our perseverance to preserving and maintaining our Paradise Horse Arena for the last 35 years while having a partnership with Paradise Recreation and Park District.

PHA would also like to request the help of PRPD with returning our arena to pre-fire conditions by replacing our wooden railing around the arena perimeter. Right now, we have temporary metal panels around the 2/3 of the arena where the wooden railing was burned. The wood railing is what truly made our arena the most beautiful arena anywhere in California and so many have commented on what a tragic loss it is. We believe we might have enough funds with our donations, to help purchase the needed lumber and materials. Our Arena Maintenance Committee is working on attaining the square footage, poles, and rails that will be needed to complete this. According to Dan Efseaff, the

insurance claim for the arena losses which include lighting and arena railing is slowly moving forward and he hopes to be settling with the insurance company this Fall. The members of our organization, with the help of PRPD can bring our arena back to our community! Together...we can accomplish anything! We have definitely proven that!

In Closing, on behalf of the Paradise Horsemen's Association Board and its members, I wish to thank the Paradise Recreation and Park District for their continuing support throughout the years and especially during this last difficult year. Thank you for your involvement in the stability and longevity of our organization to provide a variety of equine events and to help us preserve our equine heritage on the Ridge.

The Paradise Horsemen's Association is highly appreciative for the time the staff of Paradise Recreation and Park District has given to the Paradise Horse Arena in helping us bring our arena back as one of the best equestrian facilities here in the North State. This facility not only fills a need for the community on the ridge, but those in the surrounding communities as well. The Paradise Horsemen's Association looks forward to this continued partnership in order to make our community proud to boast of having such a beautiful facility at the Paradise Horse Arena.

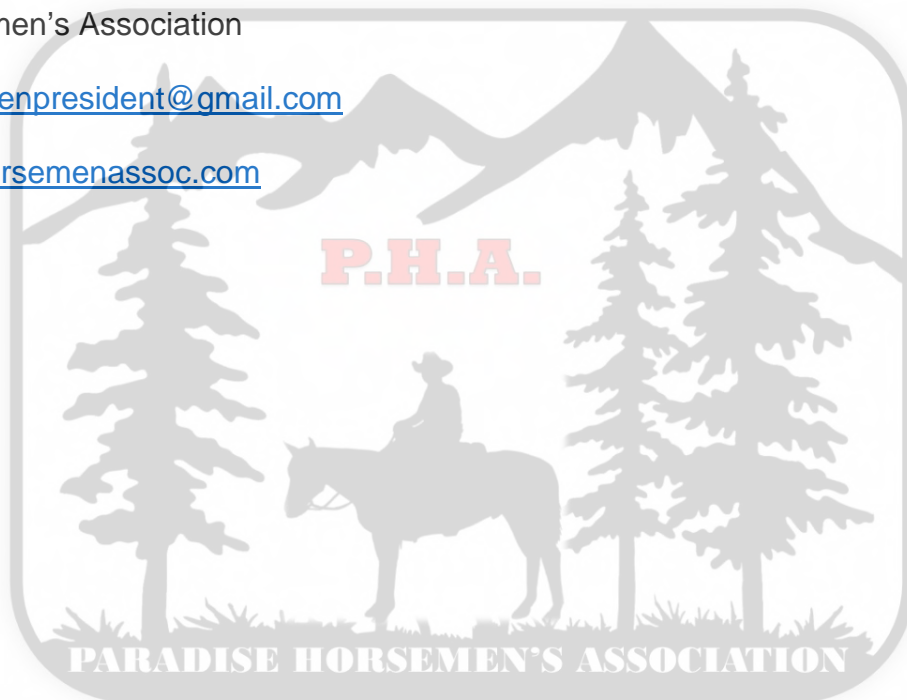
Respectfully,

Scarlett Miller
President
Paradise Horsemen's Association

Paradisehorsemenpresident@gmail.com

www.paradisehorsemenassoc.com

(530)519-0455



Staff Report**October 9, 2019**

DATE: 10/2/2018
TO: Board of Directors
FROM: Dan Efseaff, District Manager
SUBJECT: NorthStar Engineering
Master Services Agreement for Professional Services

Report in Brief

Over the next few years, the District anticipates the need for engineering and other services to provide designs for parks, engineer's estimates, and other services. These professional services will support insurance claims, proposals, and, of course, construction. The District has entered into verbal or written agreements as projects or needs arise; however, given the volume and anticipated needs, we will seek umbrella or master services agreements with approved organizations. Each professional service request will have a scope of work and cost estimate associated with the project.

We also anticipate a refreshment of our approved vendors list in the next fiscal year. The current list will expire November 2021.

Recommendation:

Approve the Master Services Agreement for Professional Services with NorthStar Engineering as presented and authorize the District Manager to sign the agreement on behalf of the District.

Attachments:

- A. NorthStar Engineering Master Services Agreement for Professional Services.
- B. Approved Consultant List
- C. Professional Consultants Policy

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10/3/2019



Civil Engineering
 Architecture
 Environmental
 Planning
 Surveying
 Water Resources

**MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND CONSULTANT**

DATE: September 09, 2019

CLIENT: Paradise Recreation & Park District
 c/o Daniel Efeaff
 6626 Skyway
 Paradise, CA 95969
 (916) 537-0007

CONSULTANT: NorthStar
 111 Mission Ranch Blvd., Suite 100
 Chico, CA 95926
 (530) 893-1600

PROJECT: Master Services Agreement 2019 **NS#:** 19-087

ADDRESS: n/a **APN:** n/a

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Scope of Services").
2. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference. Consultant reserves the right to increase the rates set forth in Exhibit "B" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership location and the condition of the Property, including but not limited to, deeds, maps, title reports and information, and permits; and to obtain for Consultant, upon request, the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS:

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant and copies thereof produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. This includes documents in electronic form. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, plans, details, calculations, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefore. Client further agrees that final Work Product is for the sole use of Client for the specified purpose described in Exhibit A of this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.
3. **Changes in Work Product.** In the event Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising there from and further agrees to defend, indemnify and hold harmless

Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising there from unless caused by the sole negligence or willful misconduct of Consultant.

4. Standard of Care. Consultant's services are to be performed pursuant to generally accepted standard of practice in effect at the time of performance and in the same or similar locale. Consultant makes no warranty either expressed or implied as to its findings, recommendations, or professional advice, except for compliance with the above standards.

5. Basis of Compensation and Method of Payment. Client recognizes that prompt payment of Consultant's invoices is an essential aspect of the overall consideration Consultant requires for providing service to Client. Accordingly, Client agrees to advise Consultant as to the person to whom invoices should be addressed and such other pertinent details Consultant should observe to help Client expedite payment.

Client shall make an initial payment (retainer) upon execution of the Agreement. This retainer shall be held by Consultant and applied against the final invoice. Accounts are billed by the Consultant during the third week of each month for work done in the previous month, are due upon presentation and shall be considered Past Due if not paid prior to the next billing date. If payment is not received by Consultant prior to the next billing date, Client shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the Past Due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Payment of any invoice by Client to Consultant shall be taken to mean that Client, at the time of such payment, is generally satisfied with Consultant's services evidenced in such invoice and is not then aware of any deficiencies in those services. If Client objects to any portion of an invoice, Client shall so notify Consultant in writing within 14 calendar days of the invoice date, and Client and Consultant shall work together to resolve the matter within 60 days of its being called to Consultant's attention. Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by Client on all disputed invoiced amounts resolved in the Consultant's favor and unpaid for more than 30 calendar days after date of submission. If resolution of the matter is not attained within 60 days, either party may terminate the Agreement in accordance with conditions indicated in the Termination of Contract clause.

If Client for any reason fails to pay the undisputed portion of Consultant's invoices within 30 days of the invoice date, Consultant has the right to cease work on the project and Client shall waive any claim against Consultant for damages and/or delays attributable to the cessation of services, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

Under the Mechanic's Lien Law (California Code of Civil Procedure, Section 1181 et. seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property.

In the event legal action is necessary to enforce the payment provisions of the Agreement, Consultant shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at the Consultant's prevailing fee schedule and expense policies.

6. Suspension or Termination of Performance. In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees invoices shall be considered past due and Consultant shall have the right to consider such default in payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

7. Timeline for Offer to Contract / Termination of Agreement. This offer to contract is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer may be withdrawn making it null and void. Once this Agreement has commenced, it may be terminated by either Client or Consultant upon 30 days written notice to the other party. Client shall bring all outstanding charges current prior to termination of Agreement.

8. Changed Conditions. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant. Changes to any applicable codes, laws, ordinances and regulations that require changes to the calculations, drawings and specifications may result in additional charges.

9. Project Approval and Conditions of Approval. There is no guarantee, implied or otherwise, that this project will be approved by the local agency or what the conditions of approval will be.

10. Extra Work. Client acknowledges that the scope of services described in Exhibit "A" are based upon conditions and requirements existing at the time of the execution of this Agreement. Client further acknowledges that clarifications,

adjustments, modifications, and other changes may be necessary to reflect changed conditions or requirements. No tasks outside the agreed scope of services will be performed without prior written approval of the Client. Client agrees that if services not specified in this Agreement are provided, Client agrees to timely pay for all such services as "Extra Work" at the rates set forth (unless otherwise agreed herein) in Exhibit "B." Any such additional services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

11. Payment of Costs. Client shall pay the costs of checking and inspection fees, all application fees, assessment payment, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense or services required by Consultant as a result of suspension of the services.

12. Indemnity. Each party (an "Indemnitor") agrees to the fullest extent permitted by law to indemnify and hold the other party, its officers, directors, and employees, and each of them (collectively and individually, the "Indemnitee") free and harmless of and from all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Indemnitor's acts or omissions in connection with the project and the acts or omissions of the Indemnitor's contractors, subcontractors, consultants or of anyone for whom the Indemnitor is legally liable. Notwithstanding the foregoing, neither party shall be obligated to indemnify the other party in any manner whatsoever for the other party's own acts or omissions.

13. Delays. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to timely furnish payment as defined in Section B number 5 in this agreement, information or approval or disapproval Consultant's work, faulty or untimely performance by Client or others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

14. Lien rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which Consultant is to perform its services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

15. Waiver. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

16. Advisory Only. Consultant shall only act in an advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

17. Validity. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

18. Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Dispute Resolution: All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to the Agreement will be submitted to non-binding mediation as a condition precedent to other remedies provided by law. If a dispute arises related to the services provided under the Agreement and that dispute requires litigation in addition to mediation as provided above, then:

- A. The claim will be brought and tried in the County where Consultant's principal place of business is located; and
- B. The prevailing party will be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees.

20. Time Bar to Litigation: All legal actions by either party against the other for breach of the Agreement or for the failure to perform in accordance with the applicable standard of care, however denominated, shall be barred two (2) years from the time claimant knew or should have known of its claim, but in no event, no later than four (4) years from completion or cessation of Consultant's services.

21. Assignment. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Consultant may, at Consultant's sole discretion, subcontract to third parties portions of the services to be performed hereunder.

22. Inurement. The Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant. Nothing in this Agreement however, shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

23. Entire Agreement. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set

forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

24. Acceptance and Commencement. By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the services. In the event Client is not the owner of the property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

25. Code Compliance. Consultant shall exercise usual and customary professional care in rendering a design complying with Consultant's current understanding of the applicable federal, state or local Code requirements. However, Consultant makes no guarantee or warranty either expressed or implied that its design complies with the Code. Client acknowledges that the standards for design practice under the Code are still evolving.

26. Obtaining Permits from Governing Agencies. Obtaining permits from the governing agencies for the Project is an important step in the construction process (where required). Duties of these agencies that add value to the Project include, but are not limited to, the plan check process and construction inspection, if applicable.

All Instruments of Service provided by Consultant are only valid if permits have been obtained. If permits have not been obtained, where required, all Instruments of Service shall be considered null and void. Client hereby waives any claim against Consultant for loss allegedly arising from the Project if the required permits have not been obtained.

It is the duty of the Client to notify Consultant if they are aware that any public agency permits have not been obtained. If Consultant becomes aware that permits have not been obtained (where required), Consultant is obligated to cease work on the Project, as required by California state law. Consultant may also, at its option, inform some or all parties involved with the Project of the absence of permits. These parties may include, but are not limited to, the Contractor, Architect, Owner and building department. California state law does not impose a duty on Consultant to investigate whether or not permits have been obtained.

27. Third-Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party, against either Client or Consultant. Consultant's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because the Agreement or the performance or non-performance of services hereunder. Client and Consultant agree to require similar provisions in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

28. Preparation of Agreement. By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT: PARADISE RECREATION & PARK DISTRICT

CLIENT:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

SIGNED: _____

SIGNED: _____

DATE: _____

DATE: _____

CONSULTANT:

CONSULTANT:

BY: SEAN SHEARER

BY: M. NICOLE LEDFORD

TITLE: SENIOR ARCHITECT

TITLE: SENIOR ENGINEER

LICENSE NO. C35617

LICENSE NO. RCE 65939

SIGNED: 

SIGNED: 

DATE: 9/10/2019

DATE: 9/10/2019

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE
	EXHIBIT "C"	
	EXHIBIT "D"	



Civil Engineering
Architecture
Environmental
Planning
Surveying
Water Resources

EXHIBIT "A" **SCOPE OF SERVICES**

Consultant agrees to perform the following services:

This contract will be used as the general contract between Consultant and Client. Upon request by Client, Consultant will provide a scope of service with the understanding of proposed work with specific tasks outlining the scope of services for requested project. If Client agrees with scope of services, Client will respond back with an E-mail authorizing the work. The e-mail will be accepted by both parties as part of this general contract.

This general contract is good for approximately 1.5 years and will extend to the end of projects that have started prior to 12-31-2020. A new contract will be needed for work not under contract prior to 01-01-2021.

NorthStar (Consultant) will provide certain Architectural and Civil Engineering consulting services to the Paradise Recreation & Park District (Client) as requested by Client and agreed to by both parties. Specific tasks to be completed will be per the Scope of Services provided with each Task Orders/Notice to Proceed.



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EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: Client shall pay Consultant based upon the Cost Estimates outlined in each Task Order/Notice to Proceed. Unless otherwise specified, time and material charges will be in accordance with NorthStar's current standard rates attached hereto.

RETAINER: A deposit in the amount of \$ n/a is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above:

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

EXHIBIT "B"

STANDARD HOURLY RATES

Effective July 1, 2019 through June 30, 2020*

<u>Engineering/Surveying</u>	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$200.00
Senior Managing Engineer	\$185.00
Senior Engineer/Surveyor	\$170.00
Associate Engineer/Surveyor	\$150.00
Assistant Engineer/Surveyor	\$135.00
Junior Engineer	\$110.00
Senior Designer/Technician	\$115.00
Associate Designer/Technician	\$100.00
Assistant Designer/Technician	\$ 85.00
Party Chief	\$170.00
Two-Person Survey Crew	\$225.00
Three-Person Survey Crew	\$280.00
Party Chief (Prevailing Wage)	\$225.00
Two-Person Survey Crew (Prevailing Wage)	\$315.00
<u>Architecture</u>	<u>Hourly Rate</u>
Senior Architect	\$165.00
Project Architect	\$150.00
Assistant Architect	\$135.00
Architectural Job Captain	\$120.00
Architectural Drafter	\$100.00
<u>Environmental/Planning/GIS</u>	<u>Hourly Rate</u>
Principal Planner	\$165.00
Senior Biologist/Environmental Scientist/Planner/GIS Analyst	\$140.00
Associate Biologist/Environmental Scientist/Planner/GIS Technician	\$120.00
Assistant Biologist/Environmental Scientist/Planner	\$100.00
<u>Administrative</u>	<u>Hourly Rate</u>
Project Management	\$150.00
Administrative/Accounting/Clerical	\$ 85.00
<u>Other</u>	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Trimble GPS Unit	\$75.00 per day
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, Etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year



An Independent Special District Serving Your Community

*Enhancing the Quality of Life
Through People, Parks, and Recreation*

Mike Trinca
District Manager

PROFESSIONAL CONSULTANTS SHORT LIST November 8, 2016

Paradise Recreation and Park District Board of Directors approved “Short List” of Landscape Architects, Civil Engineers, and Surveyors.

LANDSCAPE ARCHITECTS:

1. Melton Design Group – Chico, CA
2. Tom Phelps Landscape Architect – Chico, CA

CIVIL ENGINEERS:

1. Rolls, Anderson & Rolls – Chico, CA
2. NorthStar Engineering – Chico, CA
3. Robertson Erickson Civil Engineers and Surveyors – Chico, CA
4. Feeney Engineering – Chico, CA
5. Provost & Pritchard Consulting Group

SURVEYORS:

1. Rolls, Anderson & Rolls – Chico, CA
2. NorthStar Engineering – Chico, CA
3. Robertson Erickson Civil Engineers and Surveyors – Chico, CA
4. Feeney Engineering – Chico, CA

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PARADISE RECREATION AND PARK DISTRICT
SELECTION PROCEDURES FOR PROFESSIONAL CONSULTANTS
FOR CAPITAL PROJECTS

POLICY

It shall be the policy of the Paradise Recreation and Park District that selection for professional services of architectural, engineering, land surveying, environmental firms, and construction project management shall be on the basis of demonstrated competence and professional qualifications. It is the policy of the Paradise Recreation and Park District that the District shall encourage the participation of local professional firms within Butte County in the competition and selection process for District projects.

In order to implement this policy, the following procedures will be followed:

PROCEDURES

1. Method of Determining Qualifications of Consultants:
 - a. The firm or individual shall be of high ethical and professional standing, its members or self being of good moral character, and should be able to submit references from persons and/or public agency clientele of known repute.
 - b. If licensing is required, the person or principal and other responsible members of the firm, must be professionally licensed in California.
 - c. The firm or individual must possess the experience, background, academic training, and ability to perform the task required.
2. Method of Selecting a Professional Consultant:
 - a. Projects with fees over \$25,000.00:
 - i. The PRPD approved list of consulting firms or individuals located in Butte County qualified for the services desired who are professionally qualified to undertake the proposed project will be given prime consideration.
 - ii. If there are not at least two local consulting firms or individuals recommended to perform the services required , at least two additional consulting firms or individuals outside the area that are qualified to perform the services will be recommended.
 - iii. The District Manager will submit a list of recommended firms or individuals to the Paradise Recreation and Park District Board of Directors for their approval. The Board may delete or add other qualified consultants to this list.

- iv. Once it is determined that a consultant is needed the District will draft a scope of work and request proposals from the PRPD approved list of consultants.
 - v. A review board of the District Manager, Park Superintendent, and if requested, a Paradise Recreation and Park District Board Member or District Standing Committee will rate the proposals submitted and evaluate the affected consultant's ability to perform the task. The evaluation system may include, but is not limited to, application review, reference checks, interviews, and evaluation of past work.
 - vi. After review, the ratings will be used to establish the order in which consultants will be called for consultant fee negotiations.
 - vii. The District Manager or Park Superintendent will negotiate an agreement with the number one selection of the review board for the extent of services to be rendered and the method of compensation. If an agreement is not reached, the talks will be terminated with the number one selection and negotiations with the second choice of the review board will open. This procedure will be continued until an agreement is reached. The fees discussed with one should not be disclosed to the other. Previous negotiations will not be divulged in discussion with subsequent choices. Published schedules of fees for professional services may be used as a guide to help with these negotiations.
 - viii. The District Manager or Park Superintendent will present a signed agreement to the Paradise Recreation and Park District Board of Directors for consideration of approval. The agreement will be a pre-approved District standard form of contract or a task specific contract approved by District legal counsel.
- b. Projects with fees less than \$25,000.00:
- i. The District will maintain a current file of qualified professional consultants in various categories. When selecting a consultant to provide services, the District Manager or Park Superintendent, in addition to capability and qualifications, will consider the consultant on a rotational basis whenever feasible. The selection of the current qualified professional consultants list will follow the same procedure as listed above except the District Manager will have the authority to approve an agreement with notification in the consent agenda to the Paradise Recreation and Park District Board of Directors the

Paradise Recreation and Park District
Selection Procedures for Professional Consultants for Capital Projects Policy
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following regular board meeting. This list will be reviewed and updated every five years or sooner if determined to be necessary by the District Manager or Paradise Recreation and Park District Board of Directors.

Approved and Adopted by the PRPD Board of Directors - September 8, 2009
Resolution #09-09-1-337
Policy Effective Monday, September 14, 2009 at 8:00 a.m.

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