



**Paradise Recreation and Park District  
Board of Directors - Regular Meeting**  
Terry Ashe Recreation Center, Room B  
Wednesday, November 13, 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: Debbie Moseley, Chocolate Fest; Rick Wood, California Special Districts Association; and Ryan Luster, The Nature Conservancy
- 1.4. Special Presentations:
  - A. Douglas Keister, Author of *People, Places & Pieces of Paradise; The Inferno, Aftermath & Recovery from the Most Destructive Wildfire in California History*

**2. PUBLIC COMMENT**

**3. CONSENT AGENDA**

- 3.1. Board Minutes: Regular Meeting of October 9, 2019
- 3.2. Correspondence: None
- 3.3. Payment of Bills/Disbursements (Warrants and Checks Report)  
Payroll Checks and Payables Checks #050131 to and including #050223 in the total amount of \$96,70.01 including refunds or void checks reported.
- 3.4. Information Items (Acceptance only):
  - A. 2020-2021 Budget Calendar
  - B. Draft Safety Committee Meeting Minutes of October 18, 2019.

**4. COMMITTEE REPORTS NONE**

**5. REPORTS**

- 5.1. District Report
- 5.2. Ice Rink Report and PRPD Anniversary Celebration
- 5.3. LAFCO Update (Al McGreehan Oral Report)
- 5.4. CARPD Update (Al McGreehan Oral Report)

**6. CLOSED SESSION**

- 6.1 Pursuant to Government Code Section 54957, Public Employee, Assistant District Manager.

**7. REPORT ON CLOSED SESSION**

**8. OLD BUSINESS**

- 8.1 CSDA Agreement for Accounting and Financial Services – Staff is seeking Board approval of this agreement to assist staff in developing a Financial Investment Policy for Board consideration and to engage the services of CDSA to complete an overview of our financial polices and procedures.  
**Recommendation:** *Approve agreement as presented and authorize the District Manager to sign the agreement on behalf of the District.*

## 9. NEW BUSINESS

- 9.1. Cooperative Agreement with the Nature Conservancy – Staff has been working with The Nature Conservancy (TNC) on a new project, Disaster Resilience in California. TNC has devoted funding to support the project and has hired a consultant (Conservation Biology Institute) to evaluate the scientific basis for nature-based fire risk reduction. The project fits in with District goals to develop a study to examine the strategic development of parks and trails within the District.

**Recommendation:** *Upon concurrence with legal counsel, Staff recommends approval of the cooperative agreement and workplan with the Nature Conservancy.*

- 9.2. Paradise Ridge Fire Safe Council Request for Free Facility Usage at Terry Ashe Recreation Center  
Seeking approval to provide free monthly meeting space at the Terry Ashe Recreation Center.

**Recommendation:** *Approve request to provide a monthly meeting room at the Terry Ashe Recreation Center at no charge for a period of one year to November 2020.*

- 9.3. BCSDA Request for Nominations – The Butte County Special Districts Association is seeking nominations for individuals to serve on the Executive Board. Nominations are due no later than Friday, November 22, 2019.

**Recommendation:** *Nominate Dan Efsaef as a candidate to serve on the BCSDA Executive Board as a non-enterprise member for a term of January 2020 to December 2021 and authorize the Board Chairperson to sign the Request for Nomination Form on behalf of the District.*

- 9.4. Resolution 19-11-1-471 – Authorize Signatories for the County of Butte – To meet the District's operating and other expense obligations staff is recommending the Board approve the resolution to update the District's authorized signers for District accounts established with the County of Butte.

**Recommendation:** *Approve and Adopt Resolution as presented.*

## 10. BOARD COMMENT

## 11. ADJOURNMENT

Adjourn to the next regular meeting on December 11, 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@paradisepspd.com](mailto:info@paradisepspd.com) at least 48 hours in advance of the meeting.

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Paradise Recreation and Park District  
**Board of Directors Regular Meeting**  
 Terry Ashe Recreation Center, Room B  
 October 9, 2019

**MINUTES**

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

**1. CALL TO ORDER:**

**1.1 PLEDGE OF ALLEGIANCE:**

Vice Chairperson McGreehan led the Pledge of Allegiance.

**1.2 ROLL CALL:**

Present: Vice Chairperson Al McGreehan, Secretary Robert Anderson, and Director Steve Rodowick

**ABSENT:** Chairperson Mary Bellefeuille and Director Julie Van Roekel

District Manager Efseaff stated these absences were excused.

Vice Chairperson McGreehan stated that with three Board members present a quorum has been established and the meeting would continue.

**PRPD STAFF:**

District Manager Dan Efseaff, Recreation Supervisor Jeff Dailey, Park Supervisor Mark Cobb, Administrative Assistant I Lorrennis Leeds, Marketing Coordinator Gayle Jaarsma, and Administrative Assistant II & Management Colleen Campbell.

**1.3 WELCOME GUESTS:**

Vice Chairperson McGreehan welcomed guests, Larry and Toni, McDowell; and Paradise Horsemen's Association members Tammy Elam, Penny Vaughn, and Paul and Judy Orlando.

**1.4 SPECIAL PRESENTATIONS:**

The Board of Directors recognized Park Maintenance II Larry McDowell on his retirement from the District by presenting Mr. Dowell with a plaque for his sixteen years of service to the District. Vice Chairperson McGreehan presented Mr. McDowell with a resolution which was read into the record as follows:

**RESOLUTION #19-09-1-469**  
**RESOLUTION OF THE BOARD OF DIRECTORS OF THE PARADISE**  
**RECREATION AND PARK DISTRICT RECOGNIZING LARRY McDOWELL FOR**  
**16 YEARS OF SERVICE TO THE DISTRICT**

**WHEREAS**, Larry McDowell has been employed by the Paradise Recreation and Park District for sixteen years as a Recreation Professional; and

**WHEREAS**, the Board of Directors of the Paradise Recreation and Park District would like to recognize Larry McDowell for his outstanding service in providing maintenance services to the staff and patrons of our District.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Paradise Recreation and Park District recognizes Larry McDowell for his sixteen years of outstanding service as a Recreation Professional in providing maintenance services to the staff and patrons in our District.

**PASSED AND ADOPTED** by the Board of Directors of the Paradise Recreation and Park District on the 18<sup>th</sup> day of September 2019.

Mr. McDowell thanked the Board for recognizing his tenure at the Paradise Recreation and Park District.

## **2. PUBLIC COMMENT:**

Seeing and hearing none, Vice Chairperson McGreehan directed the Board's attention to the Consent Agenda.

## **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 \$216,256.33 including reported refunds and void checks.**

### **3.4 Information Items (Acceptance Only): None**

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

## **MOTION:**

Director Rodowick moved that the PRPD Board of Directors approve the Consent Agenda as presented. The motion was seconded by Secretary Anderson and carried with 3 ayes and 2 absent.

AYES: McGreehan, Anderson, and Rodowick

NOES: None

ABSTENTIONS: None

ABSENT: Bellefeuille, Van Roekel

## **4. COMMITTEE REPORTS: None**

To accommodate guests in the audience, the Board concurred to hear New Business at this time. Vice Chairperson McGreehan directed the Board's attention to New Business, item 9.1.

## 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 Paradise Recreation and Park District/Paradise Horsemen's Association Lease Agreement executed on October 10, 2006.**

Association representative Judy Orlando summarized the written report presented to the Board. She reported that the Association is still a flourishing, active club with 118 members and a well-attended, successful grand re-opening event on September 29, 2019.

Ms. Orlando stated the organization is in year 13 of a 20-year lease with the District and requested the Board consider an additional 20-year extension due to the time and money the Association has invested in rebuilding and replacing their destroyed equipment and improving the District's property after the Camp Fire.

The Board thanked Ms. Orlando for her report and concurred to receive this report as 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 North Star Engineering to provide designs for parks, engineer's estimates, and other professional services. These services will support insurance claims, proposals, and future construction.**

District Manager summarized the written report presented to the Board. He stated 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 construction. The District has entered into verbal or written agreements as projects or needs arise; however, given the volume and future anticipated needs, staff is seeking 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. Further, he stated he also anticipates a refreshing of our approved vendors list in the next fiscal year. The current list will expire November 2021.

The Board had open discussion with staff concerning extending the time frame which currently indicates 1.5 years. Further, the Board requested a typographical correction in the first sentence of the first paragraph on page 6. Correcting "contact" to read "contract."

Seeing no further discussion, Vice Chairperson McGreehan stated he would entertain a motion.

### **MOTION:**

Director Rodowick moved that the PRPD Board of Directors approve the NorthStar Engineering Master Services Agreement for Professional Services as amended. The motion was seconded by Secretary Anderson and carried with 3 ayes and 2 absent.

AYES: McGreehan, Anderson, and Rodowick

NOES: None

ABSTENTIONS: None

ABSENT: Bellefeuille, Van Roekel

## 5. REPORTS

### 5.1 District Report

District Manager Efseaff provided a brief summary as follows:

- Staff will be announcing the new Assistant District Manager in the near future.
- The District continues to utilize 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 as well.
- The District received half of the funding for the Healing Trauma Through Nature grant. The District will hire a Recreation Program Specialist as a part-time position to administer the grant and assist the District on other assignments.
- The District has been notified it was chosen to receive the CPRS/Gametime Grant. This is a 50% grant match to purchase play structures.
- District Manager Efseaff reported he is working on a trails grant to develop a trail from the Lakeridge property to Paradise Lake.
- Updates on Project Development including grant opportunities including the Forest Conservation Grant, the Nature Conservancy, and CalOES Pre-Disaster Grant Notice of Intent.

### 5.2 Ice Rink Update (Gayle Jaarsma/Lorrennis Leeds oral reports)

- Staff has been hired for the ice rink.
- Approximately \$20-K promised in sponsorships to date.

### 5.3 LAFCO Update (Al McGreehan)

- Director McGreehan's alternate member status has been changed to permanent and he will attend monthly meetings representing PRPD as a regular non-enterprise member until May 31, 2021. The monthly meetings are held the first Thursday of the month.

Vice Chairperson McGreehan requested a short recess at 7:10 p.m. and the Board concurred.

Vice Chairperson McGreehan reconvened the public meeting at 7:21 p.m. and directed the Board's attention to Closed Session.

## 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.

The public meeting was reconvened at 7:26 p.m.

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

Vice Chairperson McGreehan reported that staff provided an update to the Board of Directors and no action was taken.

**10. BOARD COMMENT:**

Al McGreehan reported he will be attending a CARPD State Board meeting in the coming weeks and will provide an oral report at the November meeting.

Robert Anderson reported the Concow area is doing well.

Steve Rodowick asked if the stumps from the recent salvage logging operation will be removed at Lakeridge. District Manager Efseaff stated the stumps will remain in place to minimize erosion issues. Further, District Manager Efseaff stated the property will be reforested and he will be involved in the coordination along with the Paradise Irrigation District and the Butte County Fire Safe Council.

**11. ADJOURNMENT:**

Seeing no further business, the regular meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 7:30 p.m. by Vice Chairperson McGreehan until the regular Board meeting scheduled on November 13, 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**

**October**

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
*****								
050145-050162	10/9/2019		Payroll Summary	18,351.01	0.00	0.00	18,351.01	
*****								
050193-050209	10/23/2019		Payroll Summary	16,685.53	0.00	0.00	16,685.53	
*****								
050131	10/4/2019		ACH CALPERS	2,758.82			2,758.82	
050132	10/4/2019		ACH CALPERS	7,953.93			7,953.93	
050133	10/4/2019		ALL METALS SUPPLY		297.70		297.70	
050134	10/4/2019		INDUSTRIAL POWER PRODUCTS		700.12		700.12	
050135	10/4/2019		CED CHICO		29.09		29.09	
050136	10/4/2019		BUTTE COUNTY		1,273.75		1,273.75	
050137	10/4/2019		MID VALLEY TITLE & ESCROW CO		500.00		500.00	
050138	10/4/2019		JC NELSON SUPPLY CO		746.87		746.87	
050139	10/4/2019		ACME TOILET RENTALS LLC		510.55		510.55	
050140	10/4/2019		MEEK'S LUMBER & HARDWARE		429.99		429.99	
050141	10/4/2019		NORMAC INC		490.31		490.31	
050142	10/4/2019		GIBSON TREE SERVICE		1,700.00		1,700.00	
050143	10/4/2019		BUTTE COUNTY NEAL ROAD LANDFILL		10.00		10.00	
050144	10/4/2019		ARCO GASPRO PLUS		96.35		96.35	
050163	10/11/2019		CED CHICO		567.36		567.36	
050164	10/11/2019		THOMAS ACE HARDWARE		1,603.14		1,603.14	
050165	10/11/2019		NORTH STATE GROCERY INC		286.91		286.91	
050166	10/11/2019		VERIZON WIRELESS		120.04		120.04	
050167	10/11/2019		COMPUTERS PLUS		2,698.34		2,698.34	
050168	10/11/2019		OFFICE DEPOT		192.30		192.30	
050169	10/11/2019		PARADISE IRRIGATION DISTRICT		263.88		263.88	
050170	10/11/2019		NATIONAL RECREATION & PARK		175.00		175.00	
050171	10/11/2019		GIESE ELECTRIC		1,728.77		1,728.77	
050172	10/11/2019		PAYLESS BUILDING SUPPLY		127.79		127.79	
050173	10/16/2019		ACH STATE PR TAX	578.26			578.26	
050174	10/16/2019		ACH FED PR TAX	4,819.84			4,819.84	
050175	10/18/2019		ACH CALPERS	2,785.83			2,785.83	
050176	10/18/2019	Y	CALPERS PRINTED IN ERROR	0.00			0.00	
050177	10/18/2019		VOYA INSTITUTIONAL TRUST CO	275.00			275.00	
050178	10/18/2019		CARDMEMBER SERVICES		4,298.30		4,298.30	
050179	10/18/2019		O'REILLY AUTO PARTS		134.95		134.95	
050180	10/18/2019		KELLER SUPPLY COMPANY		1,077.07		1,077.07	
050181	10/18/2019		PARADISE TREE SERVICE		1,400.00		1,400.00	
050182	10/18/2019		NORTHERN RECYCLING & WASTE		1,030.41		1,030.41	
050183	10/18/2019		TIAA COMMERCIAL FINANCE INC		266.95		266.95	
050184	10/18/2019		CARTER LAW OFFICES		1,392.80		1,392.80	
050185	10/18/2019		RENTAL GUYS CHICO		144.65		144.65	
050186	10/18/2019		NORTHSTATE AGGREGATE INC		10.23		10.23	
050187	10/18/2019		NORTH STATE SCREENPRINTING		42.63		42.63	
050188	10/18/2019		SAM'S DOOR SHOP		216.65		216.65	
050189	10/18/2019		BSN SPORTS LLC		2,488.96		2,488.96	
050190	10/18/2019		PERSONNEL CONCEPTS		230.34		230.34	
050191	10/18/2019		VERIZON WIRELESS		280.07		280.07	
050192	10/18/2019		BUTTE LAFCO		1,815.00		1,815.00	
050210	10/25/2019		ACH STATE PR TAX	538.10			538.10	
050211	10/25/2019		ACH FED PR TAX	4,517.38			4,517.38	
050212	10/25/2019		VOYA INSTITUTIONAL TRUST CO	275.00			275.00	
050213	10/25/2019		PREMIER ACCESS INSURANCE CO	827.33			827.33	
050214	10/25/2019		PRINCIPAL LIFE INSURANCE CO	112.35			112.35	
050215	10/25/2019		PGE		3,389.87		3,389.87	
050216	10/25/2019		ACCULARM SECURITY SYSTEMS		572.00		572.00	

050217	10/25/2019	MERRIFIELD, CATHERINE		102.08		102.08
050218	10/25/2019	MAGOON SIGNS		256.33		256.33
050219	10/25/2019	COMPUTERS PLUS		1,295.17		1,295.17
050220	10/25/2019	ALHAMBRA		103.16		103.16
050221	10/25/2019	DEPARTMENT OF JUSTICE		32.00		32.00
050222	10/25/2019	JC NELSON SUPPLY CO		886.75		886.75
050223	10/25/2019	CHICO RENT A FENCE		216.00		216.00

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<b>TOTALS</b>				<b>25,441.84</b>	<b>36,230.63</b>	<b>0.00</b>	<b>61,672.47</b>
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<b>GRAND TOTALS</b>				<b>60,478.38</b>	<b>36,230.63</b>	<b>0.00</b>	<b>96,709.01</b>
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Notes:

A) reimbursement for mileage to CalPERS training in Sacramento

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Paradise Recreation and Park District  
**2020-21 Budget Calendar**

**December 17, 2019**

- Staff Budget planning meeting

**February 14, 2020**

- Develop budget framework
- Supervisors' Fixed Asset request to Manager

**March 2, 2020**

- Supervisors' draft budgets to Manager

**March 13, 2020**

- Budget final draft revisions to Manager

**March 16 - 31, 2020**

- Finance Committee reviews draft budget and short- and long-term capital improvements

**April 8, 2020**

- Draft Budget presented to the PRPD Board of Directors for review in Manager's Report.

**April 8 – May 1, 2020**

- PRPD Board of Directors budget review period

**May 13, 2020**

- Present 2020-21 budget to the PRPD Board of Directors for review in Manager's Report.
- Adopt preliminary budget
- Set public hearing for June 10, 2020

**June 10, 2020**

- Public Hearing  
Adopt final PRPD 2020-21 budget

Rev. 10/25/19





## Paradise Recreation & Park District

6626 Skyway  
Paradise, CA 95969  
Email: [info@ParadisePRPD.com](mailto:info@ParadisePRPD.com)

Phone: 530-872-6393  
Fax: 530-872-8619  
Website: [www.ParadisePRPD.com](http://www.ParadisePRPD.com)

### SAFETY COMMITTEE MEETING

#### Report/Minutes

DRAFT

**DATE:** October 18, 2019 at 10:00 a.m.

**LOCATION:** District Manager's Office

**ATTENDANCE:** Dan Efseaff, District Manager  
Kristi Sweeney, Assistant District Manager  
Jeff Dailey, Recreation Supervisor  
Mark Cobb, Park Supervisor  
Colleen Campbell, Administrative Assistant II/Management

**ABSENT:** None

**1. Call to Order:**

- Dan welcomed Assistant District Manager Kristi Sweeney as a new member of the Safety Committee.

**2. MINUTES:**

- By unanimous vote of the members present, the September 18, 2019 Safety Committee Minutes were approved.

**3. SAFETY AND HEALTH ISSUES DISCUSSED:**

THE FOLLOWING SAFETY MEETINGS WERE HELD:

- Sept. 19, 2019 Keeping Jobsites Clean and Safe Equipment (Maint. Staff Mtg)  
by Mark Cobb, Park Supervisor
- Sept. 20, 2019 Keeping Vehicles Clean & Safe (Maint Staff Mtg)  
by Mark Cobb, Park Supervisor
- Oct. 16, 2019 Tool Room Security (Maint. Staff Mtg)  
by Ray Lockridge, Park Maint II

**b. *DOCUMENTED SITE INSPECTIONS, REPAIRS, AND OTHER ACCOMPLISHMENTS RELATED TO SAFETY:***

- **Maintenance Requests: None**
- **Site Inspections completed since last meeting:**
  - Horse Arena – Sept. 20, 2019
  - Maintenance Check of Vehicles – Sept. 25, 2019

District Manager Efseaff requested the following inspections be completed:

- Aquatic Park/Pool (Jeff Dailey & Maintenance Staff Member)
- Moore Road Ballpark/Arena (Jeff Dailey)

**c. ACCIDENT/INCIDENT REPORTS:**

- The Committee recognized one incident report since last meeting:
  - Attempted theft of gasoline from District vehicles located at Bille Park Maintenance Shop. Police report taken.

**d. WORKERS' COMPENSATION CLAIMS:**

- The Committee reviewed the workers' compensation claim reports for September 2019. It was noted there is one remaining open claim from 2011 and no new claims since last meeting.

**4. MISCELLANEOUS:** None

Next Safety Meeting Date: November 21, 2019

\_\_\_\_\_  
Colleen Campbell, Safety Committee Secretary

\_\_\_\_\_  
Date:

cc: CAPRI  
PRPD Board 11/13/19 – Draft Copy

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**District Report****Meeting Date: November 13, 2019**

DATE: 11/4/2019  
 TO: PRPD Board of Directors (BOD)  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Monthly District Report

**Monthly Report****1. Updates**

- a. Current Voter Registration Numbers – Butte County Clerk-Recorder/Registrar of Voters office has provided the current voter registration totals showing a reduction of 9,692 registered voters in the District's sphere of influence (Attachment A).
- b. Tree Removal Update – We just found out that CALOES/FEMA that Category 1 trees (trees on public property) will be included in the State's program. We will be submitting materials to enroll in the program on properties that may be eligible. Importantly, the program may cover private trees that may fall onto our property as well. The State will remove these trees under the State's tree removal program and will manage the removal/disposal of the trees. The Category 1 program also covers trees on other properties (e.g. School District, Parks and Rec. and PID.)

**2. Administrative and Visitor Services**

- a. Assistant District Manager - Staff welcomes Kristi Sweeney to the Paradise Recreation and Park District. Kristi will serve in the capacity of Assistant District Manager.
- b. Administrative Assistant Staff - Staff also welcomes Lorrennis Leeds to the District as a permanent part-time staff member. Lorrennis will serve in the capacity of Administrative Assistant I, serving our patrons at the front desk along with ice rink duties. Lorrennis originally came to us through a grant opportunity with the Alliance for Workforce Development. The District will continue to utilize the Alliance for Workforce Development program to assist us with administrative tasks as long as grant funding is available.
- c. Recreation Program Specialist – Staff is preparing to recruit for this position to help support the Healing Trauma Through Nature Program and have been working with project partners on the kickoff to this Butte Strong Foundation and Aaron Rodgers Foundation funded program. The District will host a follow-up meeting with partners in 2020.

**3. Finance**

- a. Routine Reports – Balance Sheet (Attachment B), Profit & Loss Budget vs. Actual (Attachment C), and Recovery Project (Attachment D).
- b. 5 Star Bank – The investment money market account earned \$2,244.53 in interest. A money market account for grants was opened. It received \$111.59 in interest.
- c. Impact Fees – For the month of October, the District received a total of \$24,636.08 in impact fees. Since 11/8/19, the District has received a total of \$114,418.18.
- d. Community Disaster Loan Program – Staff is consulting with FEMA staff to explore the possibility of this loan program that is intended to fill in for revenue losses and operating costs. The low interest program is essentially a line of credit and does not have to be used. Loans may be forgiven if economic recovery lags during the 5 year loan period.

**4. Parks (Maintenance and Operations)**

- a. Ice Rink – The Ice Rink is going together great. Even though we have half the crew we used to have in the past. The crew members that are here have stepped up and have done an outstanding job. We look forward to opening day November 7<sup>th</sup>. We are proud to be a part of something that brings joy to Paradise especially with recent events.

- b. Paradise Pool – The power shut offs have had the most impact at the pool as far as the parks go. It has prevented many PHS and Piranhas practices. We have done our best to get it back on line as soon as we could when power is restored, but we must have the pool go through one full filtering cycle before we can have bathers in it. This takes a cycle time of eight hours. So, when the power doesn't get restored until noon, we cannot have bathers in the pool until 8:00 that evening, so we lose a whole day.

## 5. Programs

- a. Cross Country - This eighth-year cross country running program for kindergarten through eighth grade students had a turnout of 25 children participating. The program started on September 19 and was completed October 24. The races took place at Bille Park on Thursday afternoons. All the children were given awards after the last races.
- b. Paradise Swimming Pool - The last day of the fall swim pool program took place on October 30 with Paradise High School and the Piranhas completing their seasons. Special thanks to Trish Colwell for doing a great job as the PHS Swim Team Coach and PRPD Swim Pool Manager.
- c. Tiny Tots Preschool - Lori McCoslin has been doing an amazing job running the Tiny Tots program this fall. Eight children participated in the program that ended October 30. The next session begins November 4 along with the Small Voices singing class.
- d. Youth Sports in Magalia - The Little Hoopsters basketball program has been running on Tuesday nights at the Pine Ridge School Gym in Magalia. This long running program uses smaller hoops and basketballs to teach the fundamentals of the game to 5 through 8-year-old children.
- e. Flag Football - The Flag Football Skills program also takes place at the Pine Ridge School and teaches the basics of the game of football. There is a combined total of 14 children in these two programs.
- f. On-going Classes - Suzanne White teaches Cross Training and Pilates on Tuesday afternoons at the Terry Ashe Recreation Center. This class is offered free as a result of the Butte Strong Fund.
- g. Tae Kwon Do - continues Tuesday and Thursday nights at the Terry Ashe Recreation Center. Ages for this class range from youth to adult.
- h. Tai Chi - Felix Berkhoudt teaches this class on Saturday mornings from 9:00 to 10:30 am at the Recreation Center.
- i. Paradise Ice Rink - The Paradise Ice Rink will be open for business beginning Thursday, November 7. The hours of operation will be from 12:00 to 8:00 pm with extended hours on weekends and holidays. October was busy interviewing, hiring, and training almost 30 staff to run the ice rink. We have advertising in place with Growing Up Chico, the Chico News and Review, Action News, and Deer Creek Broadcasting. I would like to thank Rink Manager Lorrennis Leeds for all her hard work with getting the rink up and running.

## 6. Outreach and Development

- a. Trails Grant - Staff submitted a grant to the Recreational Trails and Greenways Grant Program for \$507,392. The Project creates a multi-use trail loop that connects the disadvantaged community of Magalia to recreation resources. The project provides legal access for the public and emergency vehicles, protects drinking water quality, and expands successful vegetation management efforts. The trail uses a curvilinear, natural surface design that will attract a variety of users and abilities and enhance the quality of life for citizens with limited recreational opportunities. The Paradise Recreation and Park District and strong partners are actively working to develop this network. The project furthers the creation of a backbone trail to connect Sterling City to Chico along the historic Butte County Railroad. Segments (Yellowstone Kelly Trail and Comanche Creek Trail) have already been developed. Future trail buildout (with the development of underground utility and park trails), will create a regional system that promotes sustainable economic opportunities and healthy life-styles.
- b. KaBOOM! Playground Partnership - Staff is working with KaBOOM! to develop an approximate 2,500 sq foot playground. KaBOOM! notes that they are "the national non-profit dedicated to ensuring that ALL kids get a childhood filled with the balanced & active play they need to thrive." KaBOOM! is exploring funding through the Butte Strong Foundation to expand the playground at Bille Park and after an outreach and design process with children and adults will host a community build day. Staff plans to bring an agreement for BOD consideration at the December meeting.



## 7. Projects

- a. Paradise Community Village – I received an update on the status of partners. For Youth for Change, George will be retiring at the end of the year (replaced by Beth Parsons). CHIP is navigating the efforts to rebuild the facility. The group discussed briefly the idea of exploring the potential sale of the property.

## 8. Upcoming

- a. Butte County Hazard Mitigation Plan – The County received a letter from FEMA noting approval of the pending plan adoption. As a next step, each participating jurisdiction needs to have their governing board adopt by resolution the annex (our part). The plan provides an opportunity for agencies to receive funding for hazard mitigation projects.
- b. PID agreement – the District Manager and District lawyer met with PID staff and legal counsel to discuss the agreement with plans to bring it to the PID and then the PRPD boards. In addition, staff will participate in an upcoming Paradise Lake & Recreation Committee (M, 11/18/19 at 3 pm at the PID board room).
- c. District Directors – I asked our legal counsel to research the requirements for residency. Legal Counsel, Jeff Carter indicated that if the director is re-building or is intending to re-build their home in the District, they can continue to remain as a voter within the District, and thus continue to serve as a Director. The intent need not be 100 percent certain and can be subject to change. Directors should make sure that their current mailing address is on file with the Elections Office (Attachment E).

## Photographs



Figure 1. The Chiller has arrived! Kudos to Ray Lockridge on the forklift operation.



Figure 2. Some of the 2019 Cross Country participants.

### Attachments:

- A. Current Registered Voters
- B. Balance Sheet as of October 31, 2019
- C. Profit & Loss vs. Actual through October 2019
- D. Recovery Profit & Loss by Job as of October 2019
- E. Letter from PRPD legal counsel, Jeff Carter

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11/5/2019



# District Registration by Party

## Active Registration

## Attachment A-1

	DEM	REP	AI	GRN	LIB	PF	NPP	MISC	Total
*0-0 County of Butte	41,290	40,185	4,624	854	1,521	444	28,495	1,738	119,151
*101-0 1st Congressional District	41,290	40,185	4,624	854	1,521	444	28,495	1,738	119,151
*204-0 4th Senate District	41,290	40,185	4,624	854	1,521	444	28,495	1,738	119,151
*301-0 1st Assembly District	2,988	3,993	510	88	134	54	2,506	180	10,453
*303-0 3rd Assembly District	38,302	36,192	4,114	766	1,387	390	25,989	1,558	108,698
*401-0 1st Supervisor District	6,189	8,961	1,062	125	273	132	5,965	404	23,111
*402-0 2nd Supervisor District	10,769	7,563	927	207	368	80	6,308	326	26,548
*403-0 3rd Supervisor District	11,313	8,414	905	217	375	76	6,482	380	28,162
*404-0 4th Supervisor District	7,744	8,137	823	153	268	92	5,383	317	22,917
*405-0 5th Supervisor District	5,275	7,110	907	152	237	64	4,357	311	18,413
*510-0 City of Biggs	258	313	27	2	6	7	186	11	810
*520-0 City of Chico	22,323	13,681	1,723	427	704	164	12,581	680	52,283
*530-0 City of Gridley	1,049	974	117	11	25	11	734	39	2,960
*540-0 City of Oroville	2,494	2,642	392	46	100	62	2,398	147	8,281
*550-0 Town of Paradise	2,295	3,278	401	81	106	27	2,180	158	8,526
1551-0 1st District State Board of Equalization	41,290	40,185	4,624	854	1,521	444	28,495	1,738	119,151
*599-0 Unincorporated Area	12,871	19,297	1,964	287	580	173	10,416	703	46,291
5100-0 TA 1 Butte County Board Education	26,873	19,109	2,220	534	909	193	15,575	857	66,270
5120-0 TA 2 Butte County Board Education	7,417	10,354	1,250	147	319	164	7,101	465	27,217
5130-0 TA 3 Butte County Board Education	4,121	5,846	752	126	185	55	3,655	265	15,005
5140-0 TA 4 Butte County Board Education	2,828	4,746	397	43	104	31	2,112	145	10,406
5150-0 TA 5 Yuba County Board Education	51	130	5	4	4	1	52	6	253
5200-0 Butte-Glenn Community College District	41,239	40,055	4,619	850	1,517	443	28,443	1,732	118,898
5290-0 Yuba Community College District	51	130	5	4	4	1	52	6	253
5300-0 Biggs Unified School District	423	912	67	6	14	10	339	27	1,798
5310-0 Chico Unified School District	26,873	19,109	2,220	534	909	193	15,575	857	66,270
5320-0 Durham Unified School District	813	1,649	133	20	45	4	604	50	3,318
5330-0 Gridley Unified School District	1,592	2,185	197	17	45	17	1,169	68	5,290
5340-0 Marysville Joint Unified School District	51	130	5	4	4	1	52	6	253
5350-0 Paradise Unified School District	4,121	5,846	752	126	185	55	3,655	265	15,005
5400-0 Oroville Union High School District	7,417	10,354	1,250	147	319	164	7,101	465	27,217
5410-0 Bangor Union Elementary School District	160	266	40	4	9	1	154	7	641
5420-0 Feather Falls Union Elementary School District	57	86	15	0	3	0	64	2	227
5430-0 Golden Feather Union Elementary School District	426	573	72	11	20	8	372	32	1,514
5440-0 Manzanita Elementary School District	125	273	16	2	2	0	99	3	520
5450-0 Oroville City Elementary School District	3,984	5,914	660	77	170	81	3,641	264	14,791
5460-0 Palermo Union School District	955	1,478	184	16	40	22	1,020	57	3,772
5470-0 Pioneer Union Elementary School District	266	332	45	10	12	12	261	22	960
5480-0 Thermalito Union Elementary School District	1,569	1,705	234	29	65	40	1,589	81	5,312
6000-0 Berry Creek Community Services District	22	24	7	1	2	1	17	0	74
6010-0 Buzztail Community Services District	22	14	5	0	0	0	9	1	51
6020-0 Richardson Springs Community Services District	1	40	2	0	0	0	12	0	55
6100-0 El Medio Fire Protection District	684	632	112	7	26	14	750	44	2,269

	DEM	REP	AI	GRN	LIB	PF	NPP	MISC	Total
6200-0 Durham Irrigation District	206	417	34	6	9	1	183	12	868
6210-0 Paradise Irrigation District	2,269	3,219	398	81	103	27	2,162	154	8,413
6300-0 Lake Oroville Area Public Utility District	1,764	2,412	291	19	66	28	1,607	117	6,304
6400-0 Chico Area Recreation and Park District	26,147	18,443	2,142	510	871	186	15,082	822	64,203
6410-0 Durham Recreation and Park District	813	1,649	133	20	45	4	604	50	3,318
6420-0 Feather River Recreation and Park District	7,265	10,251	1,212	146	312	160	6,939	453	26,738
6430-0 Paradise Recreation and Park District	4,453	6,017	794	135	199	54	3,882	283	15,817
6440-0 Richvale Recreation and Park District	44	150	6	0	1	1	28	8	238
6500-0 Richvale Sanitary District	26	88	5	0	1	0	14	5	139
6600-0 North Yuba Water District	23	55	2	3	1	0	26	3	113
6700-0 South Feather Water and Power Agency	3,021	5,250	471	58	141	48	2,716	186	11,891
6800-0 Thermalito Water and Sewer District	1,459	1,542	212	28	62	38	1,465	79	4,885

Attachment A-2

District Registration

Totals from  
10/15/18  
15 Day ROR (10/4/19)

Current  
Registration  
Totals

Difference

sDistrictID	szDistrictName	Totals from 10/15/18 15 Day ROR (10/4/19)	Current Registration Totals	Difference
*0	County of Butte	122,691	119,151	-3,540
*101	1st Congressional District	122,691	119,151	-3,540
*204	4th Senate District	122,691	119,151	-3,540
*301	1st Assembly District	11,707	10,453	-1,254
*303	3rd Assembly District	110,984	108,698	-2,286
*401	1st Supervisor District	21,846	23,111	1,265
*402	2nd Supervisor District	25,201	26,548	1,347
*403	3rd Supervisor District	26,419	28,162	1,743
*404	4th Supervisor District	21,428	22,917	1,489
*405	5th Supervisor District	27,797	18,413	-9,384
*510	City of Biggs	751	810	59
*520	City of Chico	49,305	52,283	2,978
*530	City of Gridley	2,703	2,960	257
*540	City of Oroville	7,683	8,281	598
*550	Town of Paradise	16,536	8,526	-8,010
*599	Unincorporated Area	45,713	46,291	578
1551	1st District State Board of Equalization	122,691	119,151	-3,540
5100	TA 1 Butte County Board Education	62,693	66,270	3,577
5120	TA 2 Butte County Board Education	25,603	27,217	1,614
5130	TA 3 Butte County Board Education	24,396	15,005	-9,391
5140	TA 4 Butte County Board Education	9,753	10,406	653
5150	TA 5 Yuba County Board Education	246	253	7
5200	Butte-Glenn Community College District	122,445	118,898	-3,547
5290	Yuba Community College District	246	253	7
5300	Biggs Unified School District	1,683	1,798	115
5310	Chico Unified School District	62,693	66,270	3,577
5320	Durham Unified School District	3,166	3,318	152
5330	Gridley Unified School District	4,904	5,290	386
5340	Manyville Joint Unified School District	246	253	7
5350	Paradise Unified School District	24,396	15,005	-9,391
5400	Oroville Union High School District	25,603	27,217	1,614
5410	Bangor Union Elementary School District	593	641	48
5420	Feather Falls Union Elementary School District	226	227	1
5430	Golden Feather Union Elementary School District	1,653	1,514	-139
5440	Manzanita Elementary School District	482	520	38
5450	Oroville City Elementary School District	13,796	14,791	995
5460	Palermo Union School District	3,519	3,772	253
5470	Pioneer Union Elementary School District	936	960	24
5480	Thermalito Union Elementary School District	4,880	5,312	432
6000	Berry Creek Community Services District	60	74	14
6010	Buzztail Community Services District	53	51	-2
6020	Richardson Springs Community Services District	47	55	8
6100	EI Medio Fire Protection District	2,137	2,269	132

6200 Durham Irrigation District	816	868	52
6210 Paradise Irrigation District	16,292	8,413	-7,879
6300 Lake Oroville Area Public Utility District	5,835	6,304	469
6400 Chico Area Recreation and Park District	60,558	64,203	3,645
6410 Durham Recreation and Park District	3,166	3,318	152
6420 Feather River Recreation and Park District	24,961	26,738	1,777
6430 Paradise Recreation and Park District	25,509	15,817	-9,692
6440 Richvale Recreation and Park District	230	238	8
6500 Richvale Sanitary District	133	139	6
6600 North Yuba Water District	112	113	1
6700 South Feather Water and Power Agency	11,118	11,891	773
6800 Thermalito Water and Sewer District	4,483	4,885	402



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PRPD

## Balance Sheet

Attachment B

11/01/19

As of October 31, 2019

Accrual Basis

	Oct 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000 · Mechanics Bank - Operating	56,328.30
1005 · Petty Cash	300.00
1010 · Treasury Cash - 2510	
1011 · General Operating	-497,640.12
1012 · ACO Reserve	702,200.00
1013 · General Reserve	2,000.00
1014 · Deposits held for others	1,000.00
<b>Total 1010 · Treasury Cash - 2510</b>	<b>207,559.88</b>
<b>1030 · Investments</b>	
1031 · Five Star Bank Money Market	1,152,311.52
1032 · Five Star Bank Grant M. M.	63,555.41
<b>Total 1030 · Investments</b>	<b>1,215,866.93</b>
<b>1100 · Designated Treasury Funds</b>	
1111 · Aquatic Unicorp-2511	49.41
1112 · Grosso Endowment-2512	53,632.13
1113 · Grosso Scholarship-2513	3,183.93
<b>1114 · Designated Donations-2514</b>	
1114-1 · Bille Park Donations	125.00
1114-10 · Swim Scholarship Fund	997.82
1114-11 · Dog Park Donations	2,874.61
1114-12 · Coutolenc Camp Fund	1,452.89
1114-13 · Ice Rink Donations	6,191.83
1114-14 · General Donations	1,186.00
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	1,056.00
1114-9 · Skate Park Fund	3,044.36
1114 · Designated Donations-2514 - Other	429.28
<b>Total 1114 · Designated Donations-2514</b>	<b>28,390.19</b>
<b>Total 1100 · Designated Treasury Funds</b>	<b>85,255.66</b>
<b>1119 · Impact Fees</b>	
1120 · Sub Div Fees - 2520	7,964.18
1121 · Park Acqui Unincorp - 2521	46,429.33
1122 · Park Dev Unincorp - 2522	76,875.07
1124 · District Fac Unincorp - 2524	39,884.03
1126 · Park Acqui Incorp - 2526	88,909.69
1127 · Park Dev Incorp - 2527	267,186.74
1128 · District Fac Incorp - 2528	48,203.06
<b>Total 1119 · Impact Fees</b>	<b>575,452.10</b>
<b>Total Checking/Savings</b>	<b>2,140,762.87</b>
<b>Other Current Assets</b>	
<b>1400 · Interest Receivable</b>	
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

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11/01/19

Accrual Basis

**PRPD**  
**Balance Sheet**  
 As of October 31, 2019

	Oct 31, 19
1428 · Interest Receivable - 2528	119.64
<b>Total 1400 · Interest Receivable</b>	<b>3,107.08</b>
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
<b>Total 1500 · FMV Adjustments</b>	<b>-18,931.86</b>
<b>Total Other Current Assets</b>	<b>-15,685.44</b>
<b>Total Current Assets</b>	<b>2,125,077.43</b>
<b>Fixed Assets</b>	
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
<b>Total 1800 · Construction in Progress</b>	<b>362,594.04</b>
<b>Total Fixed Assets</b>	<b>2,810,614.97</b>
<b>Other Assets</b>	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	237,865.00
<b>Total Other Assets</b>	<b>538,187.00</b>
<b>TOTAL ASSETS</b>	<b>5,473,879.40</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	-945.42
<b>Total Accounts Payable</b>	<b>-945.42</b>
<b>Other Current Liabilities</b>	
2100 · Payroll Liabilities	
2110 · Wages Payable	45,402.75
2120 · Payroll Taxes Payable	3,271.78
2130 · Health Benefits Payable	-3,609.08
2140 · FSA payable	-804.14
2170 · CalPers Payable	25,034.07
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
<b>Total 2190 · Accrued Leave Payable</b>	<b>58,022.76</b>
<b>Total 2100 · Payroll Liabilities</b>	<b>127,318.14</b>
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2410 · Deferred Services Income	39,405.38
2420 · Deferred Facility Income	3,110.00



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11/01/19

Accrual Basis

**PRPD**  
**Balance Sheet**  
As of October 31, 2019

	Oct 31, 19
2430 · Deferred Inflow - Pension	32,038.00
Total 2400 · Deferred Revenue	74,553.38
Total Other Current Liabilities	202,871.52
Total Current Liabilities	201,926.10
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	559,382.27
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 Capital 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	1,500,837.61
3901 · Net Profit	-403,475.96
Net Income	-488,589.70
Total Equity	4,914,497.13
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,473,879.40</b>



**PRPD**  
**Profit & Loss Budget vs. Actual 19-20**  
July through October 2019

	<u>Jul - Oct 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4100 · Tax Revenue	69,152.92	1,445,600.00	-1,376,447.08	4.78%
4200 · Impact Fee revenue	68,981.40	63,200.00	5,781.40	109.15%
4300 · Program Income	39,470.38	259,400.00	-219,929.62	15.22%
4350 · Concession & Merchandise sales	55.50	17,000.00	-16,944.50	0.33%
4400 · Donation & Fundraising Income	26,247.71	66,000.00	-39,752.29	39.77%
4401 · Scholarships Granted	0.00	0.00	0.00	0.0%
4500 · Grant Income	50,000.00	144,200.00	-94,200.00	34.67%
4600 · Other Revenue	5,576.97	4,000.00	1,576.97	139.42%
4900 · Interest Income	4,423.11	7,000.00	-2,576.89	63.19%
<b>Total Income</b>	<u>263,907.99</u>	<u>2,006,400.00</u>	<u>-1,742,492.01</u>	<u>13.15%</u>
<b>Gross Profit</b>	263,907.99	2,006,400.00	-1,742,492.01	13.15%
<b>Expense</b>				
5000 · Payroll Expenses				
5010 · Wages & Salaries	242,092.86	1,088,580.00	-846,487.14	22.24%
5020 · Employer Taxes	17,979.55	65,300.00	-47,320.45	27.53%
5030 · Employee Benefits	44,681.28	189,000.00	-144,318.72	23.64%
5040 · Workers Comp Expense	22,836.00	60,000.00	-37,164.00	38.06%
5050 · Accrued Leave	0.00	4,000.00	-4,000.00	0.0%
5060 · Other Personnel Costs	8,099.63	3,100.00	4,999.63	261.28%
<b>Total 5000 · Payroll Expenses</b>	<u>335,689.32</u>	<u>1,409,980.00</u>	<u>-1,074,290.68</u>	<u>23.81%</u>
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	0.00	11,200.00	-11,200.00	0.0%
5130 · Program Supplies	7,442.03	27,650.00	-20,207.97	26.92%
<b>Total 5100 · Program Expenses</b>	<u>7,442.03</u>	<u>38,850.00</u>	<u>-31,407.97</u>	<u>19.16%</u>
5200 · Advertising & Promotion	1,019.55	16,500.00	-15,480.45	6.18%
5210 · Bad Debt	0.00	0.00	0.00	0.0%
5220 · Bank & Merchant Fees	903.25	4,700.00	-3,796.75	19.22%
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	3.87%
5260 · Dues, Mbrshps, Subscr, & Pubs	3,026.12	11,600.00	-8,573.88	26.09%
5270 · Education, Training & Staff Dev	158.04	16,000.00	-15,841.96	0.99%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	4,653.75	18,600.00	-13,946.25	25.02%
5284 · Program ET&F	0.00	5,000.00	-5,000.00	0.0%
5286 · Small Tools & Equipment	5,041.61	4,400.00	641.61	114.58%
5280 · Equip., Tools & Furn (<\$5k) - Other	3,606.73			
<b>Total 5280 · Equip., Tools &amp; Furn (&lt;\$5k)</b>	<u>13,302.09</u>	<u>28,000.00</u>	<u>-14,697.91</u>	<u>47.51%</u>
5290 · Equipment Rental	10,925.20	110,000.00	-99,074.80	9.93%
5300 · Insurance	26,730.00	54,000.00	-27,270.00	49.5%
5310 · Interest Expense	34.37	0.00	34.37	100.0%
5320 · Miscellaneous Expense	0.00	2,200.00	-2,200.00	0.0%
5330 · Professional & Outside services				

**PRPD**  
**Profit & Loss Budget vs. Actual 19-20**  
July through October 2019

	<u>Jul - Oct 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5332 · Accounting	17,000.00	10,000.00	7,000.00	170.0%
5334 · Legal	8,475.90	7,000.00	1,475.90	121.08%
5336 · Engineering	0.00	5,000.00	-5,000.00	0.0%
5338 · Other Prof. & Outside Labor	20,669.30	93,000.00	-72,330.70	22.23%
5330 · Professional & Outside services - Other	1,308.39			
<b>Total 5330 · Professional &amp; Outside services</b>	<b>47,453.59</b>	<b>115,000.00</b>	<b>-67,546.41</b>	<b>41.26%</b>
5340 · Postage & Delivery	17.76	2,500.00	-2,482.24	0.71%
5350 · Rent-Facility use fees	2,753.75	15,200.00	-12,446.25	18.12%
<b>5360 · Repair &amp; Maintenance</b>				
5361 · Building R&M	11,155.34	26,000.00	-14,844.66	42.91%
5362 · Equipment R&M	100,137.71	17,000.00	83,137.71	589.05%
5363 · General R&M	22,266.86	10,000.00	12,266.86	222.67%
5364 · Grounds R&M	37,471.33	43,000.00	-5,528.67	87.14%
5365 · Pool R&M	7,452.31	20,000.00	-12,547.69	37.26%
5366 · Vehicle R&M	76,650.07	10,000.00	66,650.07	766.5%
5367 · Janitorial	3,153.82	9,600.00	-6,446.18	32.85%
5368 · Security	697.08	1,300.00	-602.92	53.62%
5369 · Vandalism	108.64	0.00	108.64	100.0%
<b>Total 5360 · Repair &amp; Maintenance</b>	<b>259,093.16</b>	<b>136,900.00</b>	<b>122,193.16</b>	<b>189.26%</b>
<b>5370 · Supplies - Consumable</b>				
5372 · Office Supplies	4,103.96	10,000.00	-5,896.04	41.04%
5374 · Safety & staff supplies	3,646.77	7,500.00	-3,853.23	48.62%
<b>Total 5370 · Supplies - Consumable</b>	<b>7,750.73</b>	<b>17,500.00</b>	<b>-9,749.27</b>	<b>44.29%</b>
5380 · Taxes, Lic., Notices & Permits	297.72	4,200.00	-3,902.28	7.09%
5390 · Telephone & Internet	7,368.52	25,000.00	-17,631.48	29.47%
<b>5400 · Transportation, Meals &amp; Travel</b>				
5402 · Air, Lodging & Other Travel	1,844.93	3,000.00	-1,155.07	61.5%
5404 · Fuel	6,273.06	13,000.00	-6,726.94	48.25%
5406 · Meals	497.93	2,000.00	-1,502.07	24.9%
5408 · Mileage & Auto Allowance	103.18	5,000.00	-4,896.82	2.06%
<b>Total 5400 · Transportation, Meals &amp; Travel</b>	<b>8,719.10</b>	<b>23,000.00</b>	<b>-14,280.90</b>	<b>37.91%</b>
<b>5410 · Utilities</b>				
5412 · Electric & Gas	12,531.51	78,000.00	-65,468.49	16.07%
5414 · Water	967.56	22,000.00	-21,032.44	4.4%
5416 · Garbage	5,022.91	8,000.00	-2,977.09	62.79%
<b>Total 5410 · Utilities</b>	<b>18,521.98</b>	<b>108,000.00</b>	<b>-89,478.02</b>	<b>17.15%</b>
<b>Total Expense</b>	<b>752,497.69</b>	<b>2,155,230.00</b>	<b>-1,402,732.31</b>	<b>34.92%</b>
<b>Net Ordinary Income</b>	<b>-488,589.70</b>	<b>-148,830.00</b>	<b>-339,759.70</b>	<b>328.29%</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
9999 · Misc. Expense	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
	<b><u>-488,589.70</u></b>	<b><u>-148,830.00</u></b>	<b><u>-339,759.70</u></b>	<b><u>328.29%</u></b>

**PRPD**  
**Profit & Loss by Job**  
**October 2019**

	RP1 General	
	(Recovery Project)	Total Recovery Project
	<u>                    </u>	<u>                    </u>
<b>Expense</b>		
<b>5000 · Payroll Expenses</b>		
5010 · Wages & Salaries	10,057.70	10,174.33
5020 · Employer Taxes	682.67	692.28
5030 · Employee Benefits	2,762.33	2,791.68
5060 · Other Personnel Costs	0.00	0.00
<b>Total 5000 · Payroll Expenses</b>	<u>13,502.70</u>	<u>13,658.29</u>
<b>5280 · Equip., Tools &amp; Furn (&lt;\$5k)</b>		
5282 · Office ET&F	0.00	0.00
5286 · Small Tools & Equipment	3,074.51	3,074.51
<b>Total 5280 · Equip., Tools &amp; Furn (&lt;\$5k)</b>	<u>3,074.51</u>	<u>3,074.51</u>
5290 · Equipment Rental	532.27	532.27
5310 · Interest Expense	0.00	0.00
<b>5330 · Professional &amp; Outside services</b>		
5338 · Other Prof. & Outside Labor	0.00	0.00
<b>Total 5330 · Professional &amp; Outside services</b>	<u>0.00</u>	<u>0.00</u>
5350 · Rent-Facility use fees	0.00	0.00
<b>5360 · Repair &amp; Maintenance</b>		
5361 · Building R&M	377.45	377.45
5362 · Equipment R&M	131.81	131.81
5363 · General R&M	3,771.72	3,771.72
5364 · Grounds R&M	2,405.76	2,405.76
5368 · Security	0.00	0.00
<b>Total 5360 · Repair &amp; Maintenance</b>	<u>6,686.74</u>	<u>6,686.74</u>
<b>5370 · Supplies - Consumable</b>		
5372 · Office Supplies	11.29	11.29
5374 · Safety & staff supplies	128.74	128.74
<b>Total 5370 · Supplies - Consumable</b>	<u>140.03</u>	<u>140.03</u>
5390 · Telephone & Internet	0.00	0.00
<b>5400 · Transportation, Meals &amp; Travel</b>		
5404 · Fuel	258.11	258.11
5408 · Mileage & Auto Allowance	0.00	0.00
<b>Total 5400 · Transportation, Meals &amp; Travel</b>	<u>258.11</u>	<u>258.11</u>
<b>5410 · Utilities</b>		
5412 · Electric & Gas	0.00	0.00
5416 · Garbage	0.00	0.00
<b>Total 5410 · Utilities</b>	<u>0.00</u>	<u>0.00</u>
<b>Total Expense</b>	<u>24,194.36</u>	<u>24,349.95</u>



## JOHN JEFFERY CARTER

LAW OFFICE

Attachment E

November 5, 2019

VIA EMAIL - defseaff@paradisepd.com

Dan Efseaff, General Manager  
Paradise Recreation & Park District  
6626 Skyway  
Paradise, CA 95969

**Re: Directors Displaced by Camp Fire**

Dear Dan:

We have discussed the effect of the Camp Fire on those directors of the District whose residency in Paradise was displaced. Particularly, we have discussed whether they still qualify to serve as members of the Board of Directors of the District.

The starting point for our inquiry into these questions is Public Resources Code Section 5784. Subsection (c) thereof sets forth the required qualifications for a person to serve as a director of the District. It states that “[n]o person shall be a candidate for or be appointed to the board of directors unless he or she is a voter of the district....”

Elections Code Section 359 defines “voter” to mean “any elector who is registered under this code.” Elections Code Section 321(a) defines “elector” to mean “a person who is a United States citizen 18 years of age or older and...is a resident of an election precinct in the state on or before the day of an election.”

Election Code Section 349 defines “residence” for voting purposes to mean a person’s domicile. It defines the domicile of a person to mean “that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning.” The section defines the “residence” of a person to mean “that place to which the person’s habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining.”

Accordingly, any director of the District who has been displaced by the Camp Fire who is now residing outside the District due to the loss of their domicile but who has the intention of returning is a voter of the District and is qualified to serve as a member of the Board.

I have clarified this with the Butte County Elections Office which states that the director’s intent to return to their domicile is all that is required to serve as a director. (It also noted that of 8,000 voters in the Town of Paradise prior to the Camp Fire, only 4,000 continue to reside in the District.) Simply put, then, for those directors who no longer reside in the District due to displacement by the Camp Fire, they nonetheless continue to qualify as voters of the District and thus remain qualified to remain as its Directors if they intend to return to their domicile in Paradise at any time in the future.

The Elections Office reminded me that such persons who have been displaced by the Camp Fire but who wish to maintain their domicile and residence in Paradise to provide the Elections Office with their current mailing address if other than their previous residential address.

Re: Directors Displaced by Camp Fire  
November 5, 2019  
Page 2 of 2

Accordingly, of the three directors displaced by the Camp Fire who no longer reside in the District's boundaries, so long as they maintain their intention to return their domicile to the District at some time in the future, they qualify as voters of the District and thus are qualified to serve as directors of the District.

Should you have any questions or comments concerning the foregoing, please do not hesitate to call.

Sincerely,



JOHN JEFFERY CARTER

JJC:nh  
cc: Colleen Campbell



# Staff Report

## November 13, 2019



DATE: 10/31/2019  
 TO: Board of Directors  
 FROM: Kristi Sweeney, Assistant District Manager  
 SUBJECT: Ice Rink and PRPD Anniversary Fundraiser Update - Verbal Report

Staff will present updates on the Ice Rink and PRPD Anniversary Fundraising Event.

Ice Rink construction is on-schedule for a soft opening date to the public of November 7, 2019. Sponsorship pledges received to date are nearly five times higher than the previous year sponsorships. A Sponsor Appreciation Party will be held at the Terry Ashe Community Center currently planned for Saturday November 16, 2019.

The following table shows the most recent list of sponsors, corresponding amounts pledged by each, and payment status of the pledge.

Sponsor	Amount Pledged	Payment Status
AGS Construction	\$300	Paid
Al McGreenhan	\$13,443.82	Paid
Baird Roofing	\$400	Paid
California Health and Wellness	\$20,000	Pending
CARPD	\$1,500	Paid
CCCS	\$750	Paid
Five Star Bank	\$2,250	Paid
Foothill Mill	\$1,500	Paid
NorthStar Engineering	\$1000	Paid
Tri Counties Bank	\$2,250	Paid
<b>Current Total:</b>	<b>\$43,393.82</b>	9 Paid, 1 Pending

Staff members are planning a variety of events during the ice-skating season and will touch on the current schedule. Staff will present information on the fundraiser to celebrate PRPD's anniversary. Though PRPD will host the event, the Chocolate Fest team is providing key support to promote and manage the event. Staff will introduce Debbie Moseley from the Chocolate Fest team to present information on their tremendous efforts to support this anniversary celebration.

### Attachments:

- A. Anniversary Event Poster
- B. Anniversary Announcement

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 11/5/2019

# Let's Meet at the Lodge!

It's the Most Wonderful Time of Year for Dessert Stations & Hot Beverage Bars brimming with whipped cream and all the accoutrements to warm a winter evening!



**Paradise Recreation & Park District**

## **71 Year Anniversary "Kick-Off Celebration!"**

Co-Hosted by Paradise Chocolate Fest

**Sunday, December 1st 7:00 – 9:00 pm**

**Terry Ashe Recreation Center**

Winter Wonderland Silent Auction • Skate Lodge Attire • Author's Reception

### **Includes**

Chocolate Fountain, Smores Bar, Holiday Desserts, Scoops of Ice Cream, Sweet Treats & Toppings Bar, Hot Chocolate, Specialty Coffee, Hot & Chilled Cider, and much, much more!

No Host Bar Featuring Hot Toddies & Frosty Cocktails



**CONTACTS:**

**Debbie Moseley, Youth on the Ridge Community Foundation / Paradise Chocolate Fest, Executive Director**  
P.O. Box 2621 Paradise, CA 95967 • 530/342-4896  
debbie@chocolatefest.us chocolatefest.us IRS Tax Exempt - #27-0772654

**Gayle Jaarsman, Paradise Recreation & Park District, Event & Marketing Coordinator**  
6626 Skyway Paradise, CA 95969 • 530/762-4957

**November 1, 2019 – FOR IMMEDIATE RELEASE**

***Paradise Recreation & Park District Celebrates 71 Years***

Paradise Recreation & Park District is observing a very special milestone turning 71 years old this December. Since 1948, PRPD has created community and quality of life through people, parks and programs for all ages.


Special events, fun activities and historical displays are being planned throughout this next year commemorating the 71st Anniversary. Kicking off the festivities, PRPD and Paradise Chocolate Fest are co-hosting a fun-filled celebration, ***“Let’s Meet at the Lodge!”*** Sunday, December 1st 7-9 pm at Terry Ashe Park Recreation Center.

It’s the most wonderful time of year for dessert stations and hot beverage bars brimming with whipped cream and all the accoutrements to warm a winter evening! The “Skate Lodge” inspired festivities will include a chocolate fountain, s’mores, holiday desserts, sweet treats galore and specialty hot and cold beverages for all ages. Adding to the merriment will be a visit from Santa, silent auction, ugly sweater contest and a no-host bar featuring hot toddies, frosty cocktails, wine and beer.

A highlight of the event will include an Author’s Reception; north-state writers and illustrators showcasing their literary creations honoring and reverencing the Camp Fire and its aftermath and will include book signings and sales.

Terry Ashe Park Ice Skate Rink will be open, with discounted rates available to ***“Let’s Meet at the Lodge!”*** ticket holders.

Tickets: \$20 Adults, \$15 17 & under; \$25 at the door. Tickets are available at PRPD Rec Center 6626 Skyway, Digital Print 3851 Morrow Lane, Chico, A Stitch Above 2050 Lincoln Street, Oroville or call the Paradise Chocolate Fest office, 530/342-4896. Proceeds will benefit youth organizations on the Paradise Ridge.



# Let's Meet at the Lodge!

It's the Most Wonderful Time of Year for Dessert Stations & Hot Beverage Bars brimming with whipped cream and all the accoutrements to warm a winter evening!

**Paradise Recreation & Park District**  
**71 Year Anniversary "Kick-Off Celebration!"**  
Co-Hosted by Paradise Chocolate Fest  
Sunday, December 1st 7:00 - 9:00 pm  
Terry Ashe Recreation Center  
Winter Wonderland Silent Auction • Skate Lodge Attire • Author's Reception

**Includes**  
Chocolate Fountain, Smores Bar, Holiday Desserts, Scoops of Ice Cream, Sweet Treats & Toppings Bar, Hot Chocolate, Specialty Coffee, Hot & Chilled Cider, and much, much more!  
No Host Bar Featuring Hot Toddlies & Frosty Cocktails

Paradise Recreation & Park District  
Creating Community and Quality of Life Through Parks, Trails & Programs Since 1940

Paradise Chocolate Fest is a 501(c)(3) Non-Profit Organization  
Supporting youth programs in the Paradise Ridge area since 2006

**Tickets are Limited**  
\$10 Adults, \$10 Children 17 & under  
\$5 Seniors 65+  
1000 Paradise Ridge - 10000 - Terry Ashe Park  
or call - 530-942-4666

## Staff Report

November 13, 2019



DATE: 10/31/2019  
 TO: Board of Directors  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: California Special Districts Association [CSDA]  
 Agreement for Accounting and Financial Services

### REPORT IN BRIEF:

At the June 12, 2019 regularly scheduled meeting, the Board directed staff to develop a Financial Investment Policy for future Board consideration. The policy evolved out of the presentation about financing options for Special Districts. As a result, Staff explored options for interest bearing accounts that allow for interest revenue under the law for Special Districts. As part of that review, we found options, and opened an interest-bearing account with Five Star Bank. The California Special Districts Association (CSDA) has provided us with considerable information on this subject. For the long-term, staff would like to work with CSDA to develop a financial investment policy that may allow us flexibility with fund management and identify our investment objectives. This agreement is a follow-up action from that BOD direction and will allow the District to work with CSDA to develop a Financial Investment Policy. The agreement also allows staff to engage the services of CSDA to complete an overview of our financial policies and procedures.

**Recommendation:** *Approval of CSDA agreement and authorize the District Manager to sign the agreement on behalf of the District.*

### Attachment:

- A. CSDA Agreement for Accounting and Financial Services

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 11/6/2019



**AGREEMENT FOR ACCOUNTING & FINANCIAL SERVICES**  
**BETWEEN**  
**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)**  
**And**  
**PARADISE RECREATION AND PARK DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2019**, by and between **Paradise Recreation and Park District**, a political subdivision of the State of California, hereinafter referred to as “District” and California Special Districts Association, hereinafter referred to as “CSDA.”

**RECITALS**

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

- A. District desires to engage the professional services of CSDA to perform such professional services as are specified in Section 1 and Exhibit A hereof.
- B. CSDA agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that CSDA possesses the necessary, skills, qualifications, and personnel to provide such services, all for the benefit of District.
- C. The performance of such professional services by CSDA has been determined by District to be in the public interest.

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

**1. Scope of Work.**

District engages the services of CSDA as an independent contractor to perform the work and render the services described in “Scope of Services” which is attached hereto as Exhibit A and incorporated herein by this reference (hereinafter referred to as the “Work”). The Work is not intended to replace services normally provided by licensed professionals, like attorneys or auditors, but rather provide assistance and general guidance to the District.

**2. Payment.**

A. In consideration for the services to be performed by CSDA, District agrees to pay CSDA as specified in Exhibit A. District must maintain CSDA membership in good standing to receive services under this agreement.

CSDA shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement unless agreed to and approved in advance by the District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of a monthly invoice from CSDA for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by CSDA in providing such work. The monthly invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The monthly invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the monthly invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by CSDA other than those specifically described in Exhibit A hereof, unless approved in advance in writing by the District. If payment of any monthly invoice is not received by CSDA within 30 days of its receipt, CSDA shall not perform any more services on behalf of District specified in Exhibit A until such payment has been received and the District's current on payment of all past due invoices to CSDA.

B. CSDA shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District. In the event the District orders services added, deleted or reduced, the Scope of Services at Exhibit A shall be amended to specify the services added, deleted or reduced, and specify the compensation which shall likewise be added, deleted or reduced by a fair and reasonable amount. Said Amended Scope of Services shall be signed by both the District and CSDA as an Amendment to this Agreement, in order for such amended Scope of Services to be binding on the parties. CSDA shall only be compensated for services actually performed in accordance with a Scope of Services and any agreement regarding modified compensation executed by both parties to this Agreement.

### 3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect until completion of performance of the services specified in Exhibit A, or until terminated as provided below.

B. This Agreement may be terminated without cause for any or all portions of the Work by either party upon 30 days written notice to the other party.

C. In the event of Agreement termination, District shall pay to CSDA as full payment for all services performed and all expenses incurred under this Agreement, those amounts



specified in a final invoice prepared by CSDA pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of termination of this Agreement. O.

**4. Sub-consultants.**

CSDA may employ other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such consultants shall be coordinated and paid for by CSDA and District shall reimburse CSDA for the costs incurred in retaining such consultants as part of the monthly invoice from CSDA to District.

**5. Ownership of Documents.**

All documents prepared by CSDA under this Agreement shall be the exclusive property of District. By this Agreement, CSDA transfers all of its right, title and interest in such documents to District. All confidential information that is communicated to CSDA by the District in connection with performing the above-mentioned accounting and financial services shall be held by CSDA in full trust and confidence for the District's benefit. CSDA will not communicate or permit anyone else to communicate any of the District's information that is acquired while performing the accounting and financial services during or after the fulfilling of this Accounting and Financial Services Agreement.

**6. Mutual Indemnification**

Each party hereby agrees to defend, indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any alleged negligent act or omission by the indemnifying party or any of its officers, directors, employees, or agents arising out of the performance of their respective obligations specified in this Agreement; and/or (ii) the indemnifying party's actual or alleged breach of any of the covenants, representations and warranties made in this Agreement. This indemnity shall require the payment of defense and indemnification costs and expenses as they occur. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement.

**7. Independent Contractor.**

The parties hereto agree that at all times during the term of this Agreement CSDA, CSDA's employees, sub-consultants and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. CSDA shall have control over the means, methods, techniques, sequences, and procedures for performing and

coordinating the Work required by this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by CSDA, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of CSDA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by CSDA, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither CSDA or any third persons employed by or contracted by CSDA to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should CSDA or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither CSDA nor any third persons or contractors employed by CSDA shall be entitled to any other benefits payable to employees of District. CSDA hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

**8. Representative of District.**

The District Administrator or General Manager of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where and if approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator or General Manager of the District. CSDA shall consult with the District Administrator or General Manager on all matters relative to this Agreement and District shall cooperate with CSDA in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

**9. Entire Agreement.**

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

**10. Successors and Assignment.**

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, CSDA shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

11. **No Waiver of Rights.**

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to CSDA shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

12. **Severability.**

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

13. **Attorney's Fees.**

In the event any arbitration, litigation or other action or proceeding of any nature between District and CSDA becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorney's fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

14. **Governing Law.**

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

15. **Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: PARADISE RECREATION AND PARK DISTRICT  
Attn.: Daniel S. Efseaff, District Manager  
6626 Skyway  
Paradise, CA 95969

CSDA: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION  
Attn.: Neil McCormick, CEO  
1112 I Street Ste. 200  
Sacramento, CA 95814

Any party may change its address by notifying the other party of the change in the manner provided above.

By: \_\_\_\_\_  
Daniel S. Efseaff  
District Administrator

By: \_\_\_\_\_  
Neil McCormick  
Chief Executive Officer

**EXHIBIT A**  
**Agreement Term, Scope of Work, and Payment for Services Rendered**

**TERM:**

This Agreement shall become effective \_\_\_\_/\_\_\_\_/\_\_\_\_ and it shall continue in effect until \_\_\_\_/\_\_\_\_/\_\_\_\_ unless it is terminated due to provisions stated in the agreement.

**SCOPE OF WORK:**

Under the terms and conditions stated in the Agreement, California Special Districts Association (CSDA) hereby agrees to one or more of the following specific accounting and financial services for the District:

- Review, update/modify, and present financial information to staff, committees, and Board Members as needed
- Review existing depreciation schedule and connect this to existing capital improvement reserve budget
- Onsite and remote guidance and training of accounting staff
- Review/revise/assist appropriate accounting procedures/policies
- Assist with development/review/presentation of annual budgets
- Record basic accrual and deferral accounting transactions and reconciliation
- GASB and GAAP compliance and instruction
- Assist accounting and finance-related outside parties in gathering information needed to perform their duties, such as the audit firm
- Review audit findings for suggested accounting improvements

In addition to the above stated accounting services, CSDA, using their discretion may also provide additional accounting and financial services for the District if the District requests and CSDA agrees with such request. However, if the additional service is not as described in this section it will be billed separately to the District as stated below.

**PAYMENT FOR SERVICES RENDERED**

For the services to be performed by CSDA, the District hereby agrees to compensate CSDA. Fees for CSDA's services as described in the above paragraph will be charged based on an hourly rate of \$110 per hour and not to exceed \$5,000 per month without prior written approval by District. Any additional services requested beyond the maximum agreed upon amount or that are not listed above, will be discussed with the District in advance of incurring the cost, and if agreed to in writing, will then be charged to the District at an hourly rate of \$110.00. Billing will be tracked in one-quarter (1/4) hour increments.

In addition to the fees specified above, the District will also reimburse CSDA for any incidental costs and expenses CSDA may incur while performing services for the District as stated in this Agreement. Costs and expenses will be agreed to in advance and then billed to the District on a monthly basis and will be due and payable within 30 days of the notice receipt.

**PROVISION OF SCOPE OF WORK**

The District agrees that it will provide CSDA true and complete information upon request from CSDA that is vital for CSDA to perform the above mentioned services in a timely manner.

The District hereby represents and warrants that it will be fully compliant with the applicable laws in its use of CSDA's Services. The District also acknowledges that the performance of this Agreement does not conflict with any existing obligations of the District. And this Agreement is a valid obligation of CSDA. The District represents that it legally authorized to contract with CSDA as a financial consultant to the District.

CSDA hereby represents and warrants that it will be compliant with all applicable laws in performing the above mentioned services. CSDA also acknowledges that the performance of this Agreement does not conflict with any other outstanding obligations of CSDA and that this Agreement is a valid contractual obligation of CSDA enforceable in accordance with its terms. CSDA represents that it possesses all the necessary skills to perform all of the tasks outlined in the Scope of Work.

## Staff Report

November 13, 2019



DATE: 11/4/2019  
 TO: Board of Directors (BOD)  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Cooperative Agreement with the Nature Conservancy

### Summary

Staff has been working with The Nature Conservancy (TNC) on a new project, Disaster Resilience in California. TNC has devoted funding to support the project and has hired a consultant (Conservation Biology Institute) to evaluate the scientific basis for nature-based fire risk reduction. The project fits in with District goals to develop a study to examine the strategic development of parks and trails within the District.

***Recommendation:*** Upon concurrence with legal counsel, Staff recommends approval of the cooperative agreement and workplan with the Nature Conservancy.

### 1. Background

At the 5/8/19 meeting, the PRPD BOD adopted several Post Camp Fire opportunities to pursue. One of them (Item #3) states, "Develop a Feasibility Study and Compliance for the Strategic Development of Parks and Trails and appropriate Land Management within the District (including the Sunrise and Sunset Rim Community Buffers, Watershed (Creeks) Greenways in Paradise, the Concow Region, Butte Creek Canyon, and the Paradise Lake Area)." The project also supports the exploration of potential park acquisition projects identified at the meeting as well.

Staff has been working with The Nature Conservancy (TNC) on a new project, Disaster Resilience in California. TNC has devoted funding to support the project and has hired a consultant (Conservation Biology Institute) to evaluate the scientific basis for nature-based fire risk reduction. To articulate the roles and responsibilities and to provide a mechanism for potential financial support of other projects, TNC provided a cooperative agreement (Attachment A) and Task Agreement (Attachment B).

TNC notes that "As communities recover from and prepare for natural disasters and climate change, is working to promote solutions that both keep people and nature out of harm's way and enable nature to reduce the impacts of future disasters on communities, where possible. To achieve these goals, we are prioritizing projects that help protect our coasts, floodplains, and fire-prone communities through nature-based and multi-benefit solutions. We are working to align the interests of disaster-prone communities with those of land conservation through science, policy and economics, and in doing so, we will implement actions that reduce risks to people while advancing conservation and leverage the funding and political will stemming from disasters toward risk-reduction and conservation at a landscape scale."

The project may be characterized as follows:

1. The project will conduct a literature review, evaluating the scientific evidence for
  - a. The ability to reduce wildfire and associated damages to communities with buffers of natural or semi-natural vegetation such as recreation areas, community gardens, parks or preserves, as well as agricultural and silvicultural lands.
  - b. To the extent that "Greenbelt Communities" exist in California, any information on the performance of the greenbelts around these communities at mitigating the impact of wildfires on development.
  - c. Any relevant design elements or parameters such as a distance of buffers, vegetation types, or type/intensity of management that would be required to maintain the protective function of the space. Design parameters for buffers in different ecological contexts will likely be different; this review should identify distinct parameters for forest ecosystems (coniferous, mixed/deciduous, and oak woodland), and chaparral systems, at a minimum.

- d. Key uncertainties or data gaps for the efficacy of using natural, semi-natural, or human-created (soccer fields, golf courses) land uses to minimize wildfire risk to communities.
- 2. Using Paradise, CA as a model, design a wildfire risk-reduction buffer (WRRB):
  - a. With TNC and the Paradise Parks and Recreation District (PPRD), develop a prioritization rubric for guiding acquisition of vacant, agricultural or minimally developed land. This rubric should be guided by principles of maximizing risk reduction, aggregating acquisitions (minimizing inholdings), maximizing ecological co-benefits (including habitat and GHG sequestration), and minimizing costs (including acquisition and management costs)
  - b. With TNC and PPRB, create 3-5 alternative WRRBs and map, quantifying the degree to which each achieves the principles articulated above, and outline a management profile for each. Estimate the acquisition and management costs (short- and long-term) of each design and show any inholdings and their value. Designs may contemplate a mix of compatible human uses, some of which may generate revenue, including recreational fees, leases, events, camps/classes, commercial leases (concessions), agriculture, grazing, selected harvest, etc.
  - c. Quantify any additional benefits (water quality, wildlife habitat, GHG mitigation) provided by the buffer. Duration of the contract is four (4) months.

Staff have submitted the documentation for legal review (in progress). We anticipate having the results of that review in time for the meeting.

## 2. Fiscal Impact

The agreement provides a net benefit to the District. TNC will fund project costs (about \$40K) and TNC staff support for the project (such as project management and potentially Geographical Information Systems (GIS) support for the District). The District will devote staff time in support of the project. Additionally, the agreement provides for potential funding of other efforts that may assist with the acquisition and development of Park properties.

## 3. Permits and Environmental Review

As a study, no permits or environmental review will be required.

## 4. Discussion

The agreement lays out the roles and responsibilities for a new partnership between the Nature Conservancy and the District that will provide scientific review of strategic locations for parks and open spaces that will mitigate for wildfire and provide community assets. The project supports BOD projects identified as part of potential Camp Fire related opportunities.

### Attachments:

- A. Cooperative Agreement
- B. Paradise Workplan

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11/5/2019



## Cooperative Agreement

This Agreement is dated as of **DATE, 2019**, and is entered into by and between **The Nature Conservancy**, a District of Columbia non-profit corporation (“**TNC**”), and the **Paradise Park and Recreation District** (“**the District**”), each of which is sometimes referred to in this Agreement as a “**Party**”, with respect to the following matters:

A. TNC is a 501(c)(3) non-profit corporation whose mission is to conserve the lands and waters on which all life depends. TNC works to make a lasting difference around the world in more than 70 countries, and in all 50 states in the United States. TNC’s Disaster Resilience Strategy works with the State of California and its high-risk communities to prioritize natural infrastructure and land conservation in their land use, hazard mitigation, and climate change plans and to undertake and implement land protection, restoration, and strategic retreat in high-risk areas as they prepare communities to be resilient in the face of climate-mediated natural disasters. TNC will benefit from the District’s status as a trusted community member of Paradise, and its ability to acquire, restore, and provide long-term management of open space for risk mitigation, natural resource conservation, and recreational purposes.

B. The mission of the District, as the recreational leader of the community, is to provide a diverse selection of recreation activities and park facilities for all members of the District. The District will benefit from TNC’s science-based approach to spatial analyses, its ability to generate original science in support of conservation action, and its public policy apparatus, which is state- and nation-wide in scope.

C. TNC and the District wish to cooperate on research, analyses, and policy development in support of nature-based fire risk mitigation strategies as part of Paradise, CA’s recovery from the 2018 Camp Fire. The Parties are entering into this Agreement in order to memorialize their understanding as to their respective roles in providing approval, staffing, funding, support, training and/or supervision for the activities in furtherance of the Projects outlined in the attached Task Agreement (Exhibit C) (hereinafter, “**Projects**”) which are to be undertaken pursuant to this Agreement,. The Parties recognize the unique contributions each of them can provide to the timely development and completion of these activities, which will advance nature-based disaster mitigation solutions for Paradise, the State of California and beyond. In particular, the Parties desire to work together in areas such as, but not necessarily limited to, the following: (1) development and articulation of the scientific basis for a “wildfire risk reduction boundary” (WRRB); (2) development of a prioritization scheme for voluntary acquisition of land in Paradise for the purposes of creating a WRRB; (3) development and advancement of a funding source to supply flexible and readily-available financing for voluntary land transactions in the creation of a WRRB; and (4) creation of policy instruments to scale this approach beyond Paradise.

Now, therefore, in consideration of the foregoing recitals, the respective promises of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Agreement.** This Agreement is designed to set the overall stage for the Projects, and address in general the cooperation of the Parties in furthering the Projects. The Parties intend that nothing in this Agreement shall obligate any of the Parties to expend or provide funds or staffing, or to take any other actions, beyond any Activities which a Party explicitly agrees to perform pursuant to this Agreement, and that any additional funding, staffing, or other obligations of a Party in furtherance of the goals of this Agreement may be created only pursuant to a written amendment to this Agreement which is signed by all of the Parties, or a separate written task agreement which is entered into by the affected Parties which addresses the specific tasks to be carried out by those Parties (in each case, a “**Task Agreement**”, Exhibit C). In addition, the Parties acknowledge and agree that: (i) each Party shall remain free to engage in such other activities as it may deem to be appropriate, outside the scope of this Agreement, whether of a type similar to or different from the activities contemplated under this Agreement, provided that they do not conflict with the purposes of this Agreement; and (ii) nothing in this Agreement binds any Party to involve any other Party in any such other activities, or to inform any other Party of such other activities.

2. **Term.** This Agreement is effective as of the date first written above and, unless sooner terminated as provided below or extended by a subsequent modification to this Agreement which is entered into by the Parties, shall expire on **June 30, 2021**. Any Party may elect to terminate this Agreement, including any and all Task Agreements, at any time, with or without cause, upon not less than 60 days written notice which is given to all of the other Parties in the manner called for in this Agreement, or immediately by such written notice in the event of any default hereunder by another Party. Upon the expiration or termination of this Agreement, the Parties shall have no further rights or obligations under this Agreement or any of the Task Agreements, except for: (i) those which have already accrued or been incurred prior to the expiration or termination (pro-rated equitably, where that is an issue), and (ii) any indemnification obligations which should logically survive such expiration or termination; it being understood that any Party which was to incur costs or undertake financial obligations pursuant to this Agreement or any of the Task Agreements and be reimbursed therefore by another Party, shall continue to be entitled to such reimbursement with respect to any obligations already

incurred or accrued as of the time of the expiration or termination, provided that the expenses were made and/or obligations were undertaken (as applicable) reasonably in carrying out that Party's duties under this Agreement and/or the applicable Task Agreement.

3. **Personnel.** The employees, representatives, and agents of a Party who may be engaged in the Activities from time to time are sometimes hereinafter referred to as that Party's "**Personnel**" (whether or not they are actually employees of that Party). Each Party acknowledges and agrees that none of the Personnel of any other Party shall in any way be, or be construed to be, supervising, or being in charge of, any of such Party's Personnel or any of the Activities of such Party, except to the extent (if any) otherwise specified in this Agreement and/or the applicable Task Agreement.

4. **Carrying Out the Activities.** Each Party shall carry out its Activities pursuant to this Agreement and any applicable Task Agreements at the sole cost and expense of such Party, except to the extent (if any) otherwise explicitly stated in this Agreement and/or the applicable Task Agreement, and in full compliance with all applicable statutes, laws, ordinances, rules, regulations, requirements, orders, and other directives in effect or hereinafter promulgated by any federal, state, or local governmental or quasi-governmental authority (in each case, an "**Applicable Law**"), which shall include (but not be limited to) the obtaining by each Party of any and all permits or other government authorizations needed for its Activities, and providing copies thereof to the other Parties upon request. Without placing any limitation on the foregoing provisions, each Party agrees that it will comply with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

5. **Ownership and Use of Data.** With respect to intellectual property matters which may arise under this Agreement or any of the Task Agreements, the Parties agree as follows:

(a) Subject to sections 7(a), (b), and (e) and 8(a) and (e), all materials and work products produced or created by a given Party in relation to a given Project as outlined in Exhibit C, the Task Agreement (collectively in each case, the Party's "**Work Product**") shall become and shall remain the property of that Party. Each Party shall have the right to copyright, publish, disclose, disseminate and use its Work Product in whole or in part. Each Party agrees to acknowledge participation by the staff of the other Party in publications or presentations, as appropriate. Due to the collaborative nature of the Projects, it is anticipated that publications resulting from the Projects may be co-authored by scientists and program staff from both Parties. Decisions on authorship of any such publication shall be consistent with customary practices in the scientific and academic communities.

(b) The Parties anticipate co-authoring many publications based on the Work Product. Each Party hereby agrees to provide the other party with a complete copy of any Work Product which it generates under this Agreement, and hereby grants to the other Party an irrevocable, royalty-free, non-exclusive and perpetual license to use, reproduce, publish, republish, print, reprint, or otherwise distribute or disseminate all or any portion of the granting Party's copyrighted Work Product for non-commercial research, conservation, and/or educational purposes, and to allow its conservation partners, other researchers and writers, and interested government agencies to do the same on a royalty-free basis, all as the receiving Party may deem appropriate from time to time in furthering its mission; except that, if one of the Parties elects to publish a paper under its sole name, then (i) the originating Party shall have 45 days to review and comment on the published work; (ii) if the published work is substantially based on the originating Party's Work Product, the receiving Party shall obtain written permission of the originating Party to do so unless the Work Product has been published previously by the originating Party (whether alone, together with the other Party, and/or together with others).

(c) During the course of this Agreement, either Party (the "**Disclosing Party**") may provide the other Party (the "**Receiving Party**") with certain proprietary business or technical information or materials of the Disclosing Party (in each case, "**Confidential Information**"). In order to qualify as Confidential Information for purposes of this Agreement, the information or materials must be provided in writing and must be clearly marked by the Disclosing Party as "Confidential". The Receiving Party shall use its reasonable best efforts to keep any Confidential Information which is provided to it confidential, and not to disclose it to third parties and to use the other Party's Confidential Information solely to further or pursue the goals of this Agreement and Projects hereunder and for no other reason.

Confidential Information shall not include information that: (i) is proven by the Receiving Party to be known to it prior to disclosure; (ii) is information generally available to the public prior to disclosure; (iii) becomes hereafter, through no act on the part of the Receiving Party in violation of this Agreement, generally available public information; (iv) is furnished to the Receiving Party by any third party having a legal right to do so; (v) is independently developed without the use or reference to Confidential Information.

Disclosure of information which qualifies as Confidential Information may be made:

- (1) with the prior consent of the Disclosing Party;
- (2) to the Receiving Party's personnel, to the extent that such disclosure is reasonably necessary to perform the Receiving Party's obligations under this Agreement and related Task Agreements, to exercise the Receiving Party's rights under this Agreement or any other agreement with the Disclosing Party, or otherwise in order for such personnel to do their jobs properly;
- (3) to the tax accountants and/or legal representatives of the Receiving Party, in confidence, to the extent necessary to enable accurate advice to be given to the Receiving Party by them;
- (4) as reasonably necessary in connection with any legal action brought to interpret or enforce this Agreement or any other agreement with the Disclosing Party;
- (5) as required by a court or governmental body having both the power and the jurisdiction to call therefor (but only to the extent of the required disclosure);
- (6) to the extent necessary to refute any inaccurate statement or information which may be made or disclosed by the Disclosing Party; and/or
- (7) to the extent otherwise be required by any Applicable Law (but only to the extent so required);

it being understood and agreed that the sole remedies of a Party in the event of any alleged breach of the foregoing confidentiality requirements by the other Party shall be the remedy of injunctive relief to prevent the other Party from making a prohibited disclosure (or any further prohibited disclosure), as well as the remedy of terminating further dealings with the other Party. In no event shall any monetary or other damages be recoverable under or with respect to any real or alleged such breach, whether denominated as compensatory, consequential, or punitive damages, or as any other kind of damages, except that, in the event of litigation seeking such injunctive relief, or otherwise concerning the enforcement or interpretation of this Agreement, the Party prevailing in such litigation shall be entitled to payment by the other Party of the court costs and attorneys' fees and expenses which are incurred by the prevailing Party in connection with such litigation (whether incurred at the trial or appellate level), in such amount as the court may judge reasonable.

(d) No Party shall use the name or logo of the other Party, whether in connection with any press release or other communication related to this Agreement or otherwise, except to the extent (if any) that such authority has been granted explicitly in writing by the Party whose name or logo is being used.

6. **Responsibility for Employees, Agents, Invitees, and Activities.** Except to the extent (if any) otherwise explicitly stated in this Agreement or in an applicable Task Agreement, each Party shall utilize its own resources in carrying out its obligations under this Agreement and/or any applicable Task Agreement, and shall retain all responsibility for its own activities, and those of its employees, agents, and invitees, which shall include (but not necessarily be limited to) full responsibility for: (1) any and all payments due to such employees, agents, or invitees, whether denominated as salaries, stipends, contract payments, or otherwise; (2) any and all applicable health care coverage, worker's compensation insurance, other insurance, and other benefits for such employees, agents, or invitees; (3) any and all travel, expense, or other reimbursements due to such employees, agents, or invitees; (4) any and all claims by or with respect to such employees, agents, or invitees, or their actions, whether related to damage or injury to persons or property, or otherwise; and (5) ensuring compliance by such employees, agents, and invitees with all Applicable Laws, including (but not limited to) the obtaining and maintaining in force of any and all required permits and/or licenses.

7. **TNC Funding.** The Parties anticipate that TNC may provide funding to the District from time to time to accomplish the activities in the Task Agreement (in each case, the "**TNC Funds**"), under the following terms and conditions and any additional ones which are set out in the applicable Task Agreement:

(a) **U.S. Government Laws and Regulations.** The District understands that TNC Funds may be provided in whole or in part using funds granted or awarded to TNC by the U.S. Government through one or more of its agencies, and the District shall be responsible in such cases for ensuring that all costs and/or expenses which it wishes to charge against such TNC Funds are expended or incurred in compliance with the provisions listed in **Exhibit A** which is attached to this Agreement, entitled "U.S. Government Laws and Regulations".

(b) **State Government Laws and Regulations.** The District understands that TNC Funds may be provided in whole or in part using funds granted or awarded to TNC by the State of California through one or more of its agencies, and the District shall be responsible in such cases for ensuring that all costs and/or expenses which it wishes to charge against such TNC Funds are expended or incurred in compliance with the provisions listed in **Exhibit B** which is attached to this Agreement, entitled "State Government Laws and Regulations".

(c) Notice from TNC. TNC will notify the District as to each Task Agreement whether the TNC Funds for the relevant Project are coming from a federal, state, or local governmental grant or award to TNC, so that the District will know when it is required to comply with the requirements listed in **Exhibit A** and/or **Exhibit B**.

(d) Indirect Cost Recovery. In those cases where the District wishes to recover its indirect (or overhead) costs in connection with funding being provided by TNC for a given Project, the following provisions shall be applicable:

- (1) If the funding is ultimately coming from a federal, state, or local governmental grant or award to TNC, or the funding (though from a non-governmental source) is to be used by TNC as match for any federal, state, or local grant or award (in each case, “**Match Funds**”), then the terms of TNC’s agreement with the federal, state, or local funder, or the terms of the agreement with respect to which the Match Funds are to be provided by TNC (as applicable), shall control in determining whether, and at what rate, the District may recover its indirect costs, and if any such costs are to be recoverable, the appropriate rate and other terms shall be set out in the applicable Task Agreement.
- (2) If the funding is coming from a non-governmental source, and not being used as match in the manner discussed above, and TNC’s agreement with the non-governmental funder sets any limits and/or other criteria for the recovering of indirect costs, then the terms of that agreement shall control in determining whether, and at what rate, the District may recover its indirect costs, and if any such costs are to be recoverable, the appropriate rate and other terms shall be set out in the applicable Task Agreement.
- (3) If the funding is coming from a source which has not set any limits or terms with respect to the recovering of indirect costs, then TNC’s standard policy for recovery of indirect costs shall apply. That policy is currently that the District will be allowed to recover indirect costs in an amount up to 10% of all actual direct costs expended for the applicable Project using TNC Funds (excluding any costs of land acquisition), without the District needing to provide justification for the amount. If TNC’s policy should change, then the applicable Task Agreement will spell out the then-applicable terms for recovery of indirect costs.

(e) Prime Awards. In those cases where TNC Funds will be provided in whole or in part using funds which were originally made available to TNC by a governmental or private funder as discussed above (in each case, a “**Funder**”) under a separate agreement between TNC and the Funder (in each case, a “**Prime Award**”), the applicable Prime Award(s) shall be referenced in the applicable Task Agreement and all applicable terms and conditions of each such Prime Award shall be passed on to the District in the applicable Task Agreement.

(f) Disbursement of TNC Funds. The TNC Funds shall be disbursed to the District by check, in accordance with the terms specified in the applicable Task Agreement, subject to the completion of all conditions to such disbursement.

(g) Records. The District shall maintain adequate supporting records and receipts for the use of the TNC Funds for each Project, as follows:

- (1) The District shall submit to TNC periodic reports concerning the status of the Project and the use of the TNC Funds, in accordance with the schedule set out in the applicable Task Agreement, in such form(s) as TNC may prescribe from time to time, each of which shall include at a minimum a financial summary indicating how the TNC Funds have been expended during the period since the first receipt of the TNC Funds or since the prior such report (as applicable).
- (2) A full financial accounting of the expenditure of the TNC Funds shall be delivered to TNC by the District promptly after the end of the term of the applicable Task Agreement.

(h) Use of Funds. The TNC Funds shall be used only for the specific Project(s) for which they are being provided, and only in compliance with all applicable terms of this Agreement and the applicable Task Agreement. The District represents, warrants, and agrees to and with TNC as follows concerning the District and the use of the TNC Funds, on the understanding that TNC is and will be relying materially on the truth of the following representations and warranties, and the compliance by the District with the following agreements, in providing the TNC Funds:

- (1) The District shall maintain books, records, documents and other evidence pertaining to the costs and expenses incurred using the TNC Funds, to the extent and in such detail as will properly reflect all costs and expenses which are funded or for which reimbursement is claimed under this Agreement, and in full compliance with all applicable regulations of the IRS.

- (2) TNC and the Funders shall have the right at all reasonable times, upon reasonable prior written notice, for a period of three (3) years after the end of the term of this Agreement, to inspect, audit, copy, and retain for their records copies of such books and records, in order to verify the compliance of the District with the terms of this Agreement, and the District shall be responsible for reimbursing TNC for any such expenditure which such audit reveals to have been made improperly.
- (3) the District shall not use any of the TNC Funds:
  - (i) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur without realizing charitable benefit in return, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code;
  - (ii) to attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code or otherwise to support lobbying; or
  - (iii) to violate any United States law or other law applicable to the jurisdiction in which the Project is located, including (but not limited to) the United States Foreign Corrupt Practices Act or applicable anti-bribery laws or regulations, as well as any applicable anti-terrorism laws or regulations.
- (4) the District shall return to TNC any portion of the TNC Funds not expended in accordance with the requirements of this Agreement, at the end of the term of this Agreement or at any earlier time at which TNC determines that the District has not performed in accordance with this Agreement (including, but not limited to, any budget which is part of this Agreement), or if the District loses its exemption from federal income taxes (non-profit status) under Section 501(c)(3) of the Internal Revenue Code.

8. **District Funding.** The Parties anticipate that the District may provide funding to TNC from time to time for a Project (in each case, the “**District Funds**”), under the following terms and conditions and any additional ones which are set out in the applicable Task Agreement:

(a) **Government Laws and Regulations.** If District Funds are to be provided in whole or in part using funds granted or awarded to the District by a government agency, then the applicable Task Agreement shall assure that TNC and the District comply with applicable federal rules and regulations as identified in Exhibits A and B.

(b) **Indirect Cost Recovery.** In those cases where TNC wishes to recover its indirect (or overhead) costs in connection with funding being provided by the District for a given Project, the following provisions shall be applicable:

- (1) If the funding is ultimately coming from a federal, state, or local governmental grant or award to the District, or the funding (though from a non-governmental source) is to be used by the District as match for any federal, state, or local grant or award (in each case, “**Match Funds**”), then the terms of the District’s agreement with the federal, state, or local funder, or the terms of the agreement with respect to which the Match Funds are to be provided by the District (as applicable), shall control in determining whether, and at what rate, TNC may recover its indirect costs, and if any such costs are to be recoverable, the appropriate rate and other terms shall be set out in the applicable Task Agreement.
- (2) If the funding is coming from a non-governmental source, and not being used as match in the manner discussed above, and the District’s agreement with the non-governmental funder sets any limits and/or other criteria for the recovering of indirect costs, then the terms of that agreement shall control in determining whether, and at what rate, TNC may recover its indirect costs, and if any such costs are to be recoverable, the appropriate rate and other terms shall be set out in the applicable Task Agreement.
- (3) If the funding is coming from a source which has not set any limits or terms with respect to the recovering of indirect costs, then TNC may recover its indirect costs at TNC’s current rate for all actual direct costs expended for the applicable Project using District Funds (excluding any costs of land acquisition), without TNC needing to provide justification for the amount. If the District’s policy should change, then the applicable Task Agreement will spell out the then-applicable terms for recovery of indirect costs.

(e) **Prime Awards.** In those cases where District Funds will be provided in whole or in part using funds which were originally made available to the District by a governmental or private funder as discussed above (in each case, a “**Funder**”) under a separate agreement between the District and the Funder (in each case, a “**Prime Award**”), the applicable Prime Award(s) shall be referenced in the applicable Task Agreement and all applicable terms and conditions of each such Prime Award shall be passed on to TNC in the applicable Task Agreement.

(f) Disbursement of District Funds. District Funds shall be disbursed to TNC by check, in accordance with the terms specified in the applicable Task Agreement, subject to the completion of all conditions to such disbursement.

(g) Records. TNC shall maintaining adequate supporting records and receipts for the use of District Funds for each Project, as follows:

- (1) TNC shall submit to the District periodic reports concerning the status of the Project and the use of District Funds, in accordance with the schedule set out in the applicable Task Agreement, in such form(s) as the District may prescribe from time to time, each of which shall include at a minimum a financial summary indicating how the District Funds have been expended during the period since the first receipt of District Funds or since the prior such report (as applicable).
- (2) A full financial accounting of the expenditure of District Funds shall be delivered to the District by TNC promptly after the end of the term of the applicable Task Agreement.

(h) Use of Funds. District Funds shall be used only for the specific Project(s) for which they are being provided, and only in compliance with all applicable terms of this Agreement and the applicable Task Agreement. TNC represents, warrants, and agrees to and with the District as follows concerning TNC and the use of the District Funds, on the understanding that the District is and will be relying materially on the truth of the following representations and warranties, and the compliance by TNC with the following agreements, in providing District Funds:

- (1) TNC shall maintain books, records, documents and other evidence pertaining to the costs and expenses incurred using District Funds, to the extent and in such detail as will properly reflect all costs and expenses which are funded or for which reimbursement is claimed under this Agreement, and in full compliance with all applicable regulations of the IRS.
- (2) TNC and the Funders shall have the right at all reasonable times, upon reasonable prior written notice, for a period of three (3) years after the end of the term of this Agreement, to inspect, audit, copy, and retain for their records copies of such books and records, in order to verify the compliance of TNC with the terms of this Agreement, and TNC shall be responsible for reimbursing the District for any such expenditure which such audit reveals to have been made improperly.
- (3) TNC shall not use any of District Funds:
  - (i) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur without realizing charitable benefit in return, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code;
  - (ii) to attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code or otherwise to support lobbying; or
  - (iii) to violate any United States law or other law applicable to the jurisdiction in which the Project is located, including (but not limited to) the United States Foreign Corrupt Practices Act or applicable anti-bribery laws or regulations, as well as any applicable anti-terrorism laws or regulations.
- (4) TNC shall return to the District any portion of the District Funds not expended in accordance with the requirements of this Agreement, at the end of the term of this Agreement or at any earlier time at which the District determines that TNC has not performed in accordance with this Agreement (including, but not limited to, any budget which is part of this Agreement), or if TNC loses its exemption from federal income taxes (non-profit status) under Section 501(c)(3) of the Internal Revenue Code.

9. Miscellaneous Provisions. The following provisions shall apply to the rights and obligations of the Parties under this Agreement and each Task Agreement (as applicable):

(a) Agreement. The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Agreement may be introduced in any proceedings (judicial or otherwise) involving this Agreement, except for evidence of a subsequent written amendment to this Agreement. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this

Agreement shall be deemed an original for all purposes, despite the fact that not all of the Parties are signatories to the same counterpart. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA). The Parties agree that the activities in furtherance of this Agreement shall be carried out in compliance with all applicable laws, statutes, rules, and regulations.

(b) Interpretation. In this Agreement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural, the plural including the singular, and each gender including other genders, all as may be required by the context. Wherever in this Agreement the term “and/or” is used, it shall mean: “one or the other, both, any one or more, or all” of the things, events, persons or parties in connection with which the term is used.. Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as fully as if set out in their entirety herein. The headings of the various paragraphs of this Agreement are intended solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement. The Parties acknowledge that each Party and its counsel have reviewed, revised (where it was deemed appropriate), and approved this Agreement, and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement. This Agreement shall be governed by, construed in accordance with, and interpreted under, the internal law of the state in which the Projects are to take place.

(c) Invalidity. If any provision of this Agreement, or the application thereof to any person(s) or circumstance(s), shall to any extent be held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction: (i) neither the remainder of this Agreement nor the application of such provision to any person(s) or circumstance(s), other than those as to whom or which it is held to be invalid or unenforceable, shall be affected thereby; (ii) this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained in this Agreement; and (iii) every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If any provision is so stricken from this Agreement, the Parties agree to negotiate in good faith any modifications that may be required to effectuate the intent of this Agreement.

(d) Survival of Representations and Obligations. The representations, warranties, covenants, agreements, and obligations of the Parties which are set out in this Agreement (including, but not limited to, any indemnification obligations) shall remain in full force and effect after the expiration or termination of this Agreement or any Task Agreement, with respect to all matters occurring or accruing before such expiration or termination, in each case until and unless there is a waiver or release of such representation, warranty, covenant, agreement, or obligation by the beneficiary thereof.

(e) Notices. Except for such day-to-day oral communications or instructions as may be called for or reasonably anticipated in the description of the Activities contained in this Agreement or an applicable Task Agreement (none of which may, however, alter the terms of this Agreement or any Task Agreement), all notices and demands of any kind which any Party may be required or may desire to serve on another Party in connection with this Agreement or any Task Agreement shall be in writing, and shall be served personally, by regular US mail, or by a reputable courier service or other delivery service which provides proof of delivery, in each case addressed to the Party to be served at the address indicated below. Service of any notice or demand sent by regular mail shall be deemed given only when actually received. Service of notice by any other permitted method shall be deemed to occur on the day of actual delivery or the first day of attempted delivery (as reflected in the receipt of delivery or attempted delivery). Any Party may from time to time, by notice in writing served upon all of the other Parties as aforesaid, designate one (1) substitute mailing address to which or to whom all such notices or demands are thereafter to be addressed.

Address for notices to TNC:

The Nature Conservancy  
500 Orient St., Suite 150  
Chico, CA 95928

Attn: Ryan Luster

Phone: 530-518-4490

Email: [rluster@tnc.org](mailto:rluster@tnc.org)

Address for notices to the District:

Paradise Recreation & Park District  
6626 Skyway  
Paradise, CA 95969

Attn: Dan Efseaff, District Manager

Phone: 530-872-6393

Email: [defseaff@paradisepdpd.com](mailto:defseaff@paradisepdpd.com)

(f) Assignment. The rights, obligations, and interest of a given Party under this Agreement shall not be assignable or delegable, in whole or in part, to any other person or entity, and any attempt to assign or delegate any of such rights, obligations, or interest shall be void.

(g) No Legal Partnership or Agency Relationship. Any reference to the Parties in this Agreement as “partners”, or the use of any similar term(s) in this Agreement to refer to the Parties, is intended solely to indicate the desire of the Parties to cooperate in the specific manner set out in this Agreement. No legal partnership, joint venture, or agency is intended to be, nor shall it be, established by this Agreement, and no Party to this Agreement is authorized or empowered to act as an agent or any other kind of representative of any other Party to this Agreement, or to transact business or incur obligations in the name of any such other Party or for the account of such other Party, and no Party to this Agreement shall be in any manner or to any extent bound by or responsible for any acts, representations, or conduct of any other Party to this Agreement, except to the extent (if any) explicitly set out in this Agreement.

(h) No Third Party Beneficiaries. Except to the extent (if any) otherwise explicitly stated in this Agreement or in an applicable Task Agreement, no person or entity not a Party to this Agreement shall have any rights under this Agreement, whether as an alleged third-party beneficiary or otherwise.

(i) Attorneys’ Fees. In the event of any litigation between the Parties in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement or any Task Agreement, the Party prevailing in such litigation shall be entitled to payment by the other Party of the court costs and attorneys’ fees incurred by the prevailing Party in connection with such litigation (whether incurred at the trial, appellate or administrative levels), in such amount as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

In witness whereof, the Parties have executed this Agreement as of the date first above written.

**The Nature Conservancy,**  
a District of Columbia non-profit corporation

By: \_\_\_\_\_  
Laura Crane, Cities Program Director

**Paradise Recreation and Parks District**

By: \_\_\_\_\_  
(signature)

Printed Name:  
Title:



**Exhibit A**  
**U.S. Government Laws and Regulations**

**U.S. GOVERNMENT LAWS AND REGULATIONS.** The District understands that some aspects of the Project may be funded by U.S. Government funding and that the District shall be responsible for ensuring that all work/travel by District personnel which is so funded, whether under this Agreement or a given Task Agreement (in each case, an “Applicable Agreement”) is carried out in compliance with any pertinent regulations and laws including but not limited to those listed below.

**A. RECORD RETENTION.** Financial records, supporting documents, statistical records, and all other records pertinent to the Applicable Agreement shall be retained by the District for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**B. ACCESS TO RECORDS.** TNC, the U.S. Federal entity providing such funding for the Project, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of timely and unrestricted access to any books, documents, papers, and other records of the District that are pertinent to the work/travel under the Applicable Agreement for the purpose of making audits, examinations, excerpts, copies, and transcriptions. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.

**C. DEBARMENT CERTIFICATION.** The District certifies and/or shall certify, by its signature on the Applicable Agreement, that the District is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal department or agency. Where the District is unable to certify to this statement, the District shall attach an explanation to the Applicable Agreement and, at TNC’s option, the Applicable Agreement shall become null and void.

**D. LIABILITY.** The District assumes sole responsibility for reimbursement to TNC or the U.S. Federal Government, whichever is appropriate, of a sum of money equivalent to the Agreement of any expenditures disallowed should the funding agency or any authorized agency rule, through audit exception or some other appropriate means, that expenditures from funds allocated to the District were not made in compliance with applicable cost principles and regulations of the funding agency, or the provisions of this Agreement.

**E. EQUAL EMPLOYMENT OPPORTUNITY.** The District must comply with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**F. BYRD RULE ANTI-LOBBYING AMENDMENT.** The District certifies, to the best of the District’s knowledge and belief that,

1. No U.S. Federal appropriated funds have been paid or will be paid, by the District or on behalf of the District, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any U.S. Federal contract, the making of any U.S. Federal grant, the making of any U.S. Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative Agreement.
2. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection the underlying U.S. Federal award, the District shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The District shall require that the language of this certification be included in the award documents for all subawards/subcontracts made by the District under the Applicable Agreement and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

G. **CLEAN AIR ACT.** The District shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

H. **INVENTIONS.** The District shall provide for the rights of the U.S. Federal Government and TNC in any inventions resulting from performance of the Applicable Agreement in accordance with 37 C.F.R. Part 401.

**Exhibit B**  
**State Government Laws and Regulations**

A. **Nondiscrimination Clause.** During the performance of the Project, the District and its contractors shall not deny the benefits of this Agreement or any given Task Agreement (in each case, an “Applicable Agreement”) to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. the District and all of its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The District and all of its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations shall be deemed incorporated into each Applicable Agreement and made a part hereof and/or thereof (as applicable) as if set forth in full. the District and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. The District shall include the nondiscrimination and compliance provisions of this clause in all further subcontracts under each Applicable Agreement. The District’s signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the District has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

B. **Americans With Disabilities Act.** By signing this Agreement, the District assures the State, and the parties to the Contract that the District complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

C. **National Labor Relations Board Clause.** In accordance with Public Contract Code Section 10296, by signing this Agreement the District declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the District within the immediately preceding two (2) year period because of the District’s failure to comply with an order of a federal court which orders the District to comply with an order of the National Labor Relations Board.

D. **Workers’ Compensation Clause.** The District affirms that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and the District agrees to comply with such provisions before commencing its performance under any Applicable Agreement.

E. **Drug-Free Workplace Requirements.** By signing this Agreement, the District hereby certifies under penalty of perjury under the laws of the State of California that the District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The person’s or organization’s policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works under an Applicable Agreement:
  - a. Will receive a copy of the company’s drug-free policy statement; and,
  - b. Will agree to abide by the terms of the company’s statement as a condition of employment under that Applicable Agreement.

Failure to comply with these requirements may result in suspension of payments under the Applicable Agreement or termination of the Applicable Agreement, or both, and the District may be ineligible for award of any future State Agreements if the State determines that any of the following has occurred: (1) the District has made false certification, or (2) the District has violated the certification by failing to carry out the requirements as noted above.

F. **Recycling Certification.** The District shall certify in writing under penalty of perjury that the minimum, if not exact, percentage of the materials, goods, supplies offered, or products used by the District in the performance of an Applicable Agreement meets or exceeds the minimum percentage of recycled material as defined in Public Contract Code Sections 12161 and 12200. The District may certify that the product contains zero recycled content. (Public Contract Code Section 10233)

G. **Air and Water Pollution Violation.** Under the State's laws, the District shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

H. **Inspection.** The State of California, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under each Applicable Agreement, including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the District or a District contractor, the District shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

I. **Audit.** The District agrees that all parties to the Contract, the State Department of General Services, the Bureau of State Audits, or their designated representative(s), shall have the right to review and to copy any records pertaining to the performance of each Applicable Agreement. The District agrees to maintain such records for possible audit for a minimum of three (3) years from the final payment made under the given Applicable Agreement, unless a longer period of records retention is stipulated elsewhere in that Applicable Agreement. The District agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the District agrees to include a similar right of the State and all parties to the Applicable Agreement to audit records and interview of staff in any further subcontract made under the Applicable Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896.60 et seq.)

J. **Use of Contractors.** If the District desires to accomplish all or part of its services under an Applicable Agreement through the use of one or more contracts or sub-agreements, then the following conditions must be met: (1) the District will competitively bid any further subcontracts or sub-agreements, if so required by applicable law; (2) if so required by the State agency providing the applicable funding, the District shall submit such contracts or sub-agreements to the agency for prior approval; (3) each contract or sub-agreement between the District and the other party must be in writing; (4) each contract or sub-agreement must include specific language which establishes the rights of the auditors of the State, and the parties to the Applicable Agreement to examine the records of the further subcontractor relative to the services and materials provided under the Agreement; and (5) upon termination of any contract or sub-agreement, all parties to the Applicable Agreement shall be notified immediately in writing. Further, any contract or sub-agreement calling for payments totaling in excess of \$50,000 entered into under an Applicable Agreement shall contain all applicable provisions stipulated in this Agreement.

K. **Name Change.** The District shall provide written notice to the parties to each Applicable Agreement at least thirty (30) days prior to any changes to the District's current legal name.

L. **Conflict of Interest - Current State Employees**

1. No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment.
2. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

(Public Contract Code Section 10410)

M. **Conflict of Interest – Former State Employees**

1. For the two-year period from the date of leaving State employment, no former State officer or employee may enter into an Agreement in which he or she was engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the Agreement while employed in any capacity by any State agency.
2. For the twelve-month period from the date of leaving State employment, no former State officer or employee may enter into an Agreement with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Agreement within the twelve-month period prior to his or her leaving State service.

(Public Contract Code Section 10410)

N. **Child Support Compliance Act.** If State funding in excess of \$100,000 is to be committed under this Agreement and/or the Applicable Agreements, taken as a whole, the District acknowledges that: (a) the District recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) the District, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

O. **Priority Hiring Considerations.** If State funding in excess of \$200,000 is to be committed under this Agreement and/or the Applicable Agreements, taken as a whole, the District agrees to give priority consideration in filling vacancies in positions funded by each Applicable Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353)

**Exhibit C**  
**Task Agreement**

## Exhibit C DRAFT Task Agreement

Attachment B

This task agreement may be amended by both parties on an as needed basis. It is expected that this is a living document and thus may be changed to reflect Paradise Recreation and Park District (the District) and The Nature Conservancy's (TNC) partnership as it evolves. This task agreement is to be implemented cooperatively by both the District and TNC.

### Task Agreement Timeframe:

October 1, 2019 – September 30, 2020.

### Team Composition:

This Task Agreement will be carried out by the Core Team comprised of the following:

Team Member	Organization	Role
Dan Efsaef	The District	Point of contact for the District, co-lead for the Task Agreement.
Ryan Luster	TNC	Point of contact for TNC, co-lead for the workplan.
Sarah Newkirk	TNC	TNC's Disaster Resiliency director, lead on relationships with FEMA and CalOES.
Sarah Heard	TNC	TNC's Investments Department lead.
Alyssa Mann	TNC	TNC Advisor, Disaster Resilience and FEMA/CalOES engagement
Cara Lacey	TNC	TNC Advisor, land use planning and practice
Connor Shank	TNC	GIS specialist for Task 2.
Deanne DiPietro	CBI	Point of contact for Task 1 contractor.

When necessary, the Core Team will engage the Advisory Committee to seek advice and recommendations for shaping the deliverables in the tasks outlined below. The Advisory Committee may be comprised of the following:

Team Member	Organization	Role
David Hawks	CalFire/Butte County	Provide advice on fire risk reduction strategies related to formulating the WRRBs in Task 1.
Calli-Jane DeDanda (Executive Director)	Butte County Fire Safe Council	
Jim Broshears	Butte County Fire Safe Council	
Doug Teeter	Butte County Supervisor, District 5	
Lauren Gill	Paradise Town Manager	
Susan Hartman	Paradise Town planner, acting community development director	
??	CalOES	

The Core Team will work together to implement the following 4 tasks:

### Task 1. Wildfire Risk Reduction Boundary

TNC will hire a consultant to investigate best management practices related to creating and maintaining a wildfire risk-reduction buffer (WRRB). The purpose of this task is to synthesize information the District

will use to inform its parcel acquisition and management strategies as it relates to creating potential WRRB(s) on District properties.

In this task, the TNC-hired consultant will complete three subtasks:

- a. Develop a prioritization rubric for guiding acquisition of vacant land. This rubric should be guided by principles of maximizing risk reduction, aggregating acquisitions (minimizing inholdings), maximizing ecological co-benefits (including habitat and GHG sequestration), and minimizing costs (including acquisition and management costs);
- b. Create 3-5 alternative WRRBs and maps, quantifying the degree to which each achieves the principles articulated above, and outline a management profile for each. Estimate the acquisition and management costs of each design and show any inholdings and their value.
- c. Quantify any additional benefits (water quality, wildlife habitat, GHG mitigation) provided by the buffer.

The District’s role:

- Review consultant proposals for contractor selection and provide feedback to TNC regarding bids.
- If feasible, the District will provide local information to the Consultant when requested.
- Attend kick-off meeting with consultant and check-in meetings with TNC as necessary.
- Work with TNC and its consultant to review drafts created in Task 1.a – 1.c. The District will approve final versions of all products created by the consultant under this task.

TNC’s role:

- Hire consultant, manage contract, pay for the consultant’s services.
- Coordinate and host meetings and reviews of deliverables.

Deliverables:

Task	Product	To be completed by
Task 1.a.	prioritization rubric for guiding acquisition of vacant land	March 31, 2020
Task 1.b.	3-5 alternative WRRBs and maps	March 31, 2020
Task 1.c.	Quantification of co-benefits	March 31, 2020

**Task 2. GIS Prioritization for Buyouts**

Using information generated in Task 1.b., TNC and the District will develop a GIS-based parcel acquisition prioritization model. The purpose of the model will be to identify and prioritize acquisitions the District will pursue to create, among other things, WRRBs identified in Task 1. TNC and the District will work together early in this task to establish goals for a potential buyout program that brings together TNC’s science and the District’s recovery and fire prevention community goals.

TNC and the District will begin this task with a kick-off meeting. Questions to consider at the kick-off meeting include:

- will Task 2 run concurrently with Task 1 or can some elements occur concurrently?
- what is the process for establishing the buyout goals?
- what local data is available that the District can help provide to TNC?



- what methods should be used to develop prioritization schemes (e.g, MARXAN)?
- should we consider creating a story map to help Paradise residents understand the need for WRRBs?

The District’s role:

- Attend kickoff meeting and subsequent meetings/calls with TNC staff.
- Provide TNC with local data when and where available.
- The District will approve the final deliverables from this task.
- The District will host a meeting to review the draft GIS prioritization model and mapping outputs. Attendees may include the Advisory Committee and others invited by the District.

TNC’s role:

- TNC staff will lead the GIS work.
- Host a kick-off meeting as well as regular meetings as needed.

Deliverables:

Task	Product	To be completed by
Task 2	A GIS-based parcel acquisition prioritization model and maps	January 31, 2020

**Task 3. Financing**

This task will be comprised of two subtasks:

3.a. Creation of a Seed Fund

Under this subtask, TNC and the District will rapidly secure the financing required to jump start due diligence on acquisitions required to create the Paradise WRRB. Financing under this sub-task will be available for appraisals and other due-diligence required to prepare option agreements on properties. The Seed Fund will be used for properties identified by TNC and the District as likely to provide conservation and fire risk reduction benefits, as identified in Tasks 1 and 2. Financing made available to the Seed Fund will be in the form of a grant from TNC to the District that will not need to be repaid to TNC.

3.b. Quick Strike Fund (Fund) Feasibility Analysis

TNC and the District will explore the feasibility of creating alternative finance opportunities available for acquiring parcels required to implement WRRBs and other fire risk reduction and conservation co-benefit activities within the District’s jurisdiction, prior to the arrival of settlement funds or public disaster recovery funds.

The purpose of the potential Fund is to finance real estate-related transactions such as appraisals, Phase 1 site assessments, title reports, other due diligence related activities, and acquiring real estate assets for establishing a Paradise WRRB, as identified in Task 1.

TNC and the District will explore whether it is feasible to raise private capital for real estate acquisition in furtherance of the WRRB on the expectation of a return as federal or state disaster recovery funds, or the PG&E settlement, becomes available after the buyouts are complete. Questions we’ll explore during the feasibility phase may include:

- Is there a need for the Fund? This will partially be investigated through further discussions with the District and other community stakeholders.
- What are the legal constraints for both the District and TNC in creating a Fund? TNC may investigate this through outside legal counsel.
- Will public sources and/or settlement administrators agree to pay back funds provided to the Fund?
- Who should administer the Fund? Will it be necessary to establish a Trustee to administer the Fund? If so, what is the legal process for this and how would they be chosen?
- Determine the District's and TNC's role in implementing the Fund.

If we collectively determine that such a Fund is neither feasible or necessary, this task will come to a close. If we collectively determine that such a Fund is feasible, we will take the following additional steps: (a) explore how to design and operationalize the Fund; (b) establish roles and responsibilities of the District and TNC in fundraising for the Fund; and (c) evaluate whether it is feasible or desirable for TNC to participate in fundraising for the Fund.

The District will lead any real estate interest acquisitions and will either own or designate another entity to hold the interests. TNC will not acquire or manage any real property interests on behalf of the District.

When a potential financing opportunity is identified, TNC and the District will work together to secure funds from the funding source. Any grant application for funding will be submitted by the District as the applicant, TNC will not hold any funds on behalf of the District.

#### The District's role

- Work with TNC to perform a feasibility analysis on the establishment of a Quick-strike Fund.
- If feasible, work with TNC to design and operationalize the Fund.
- Apply for funding when a feasible funding source is identified jointly by TNC and the District.

#### TNC's role:

- Convene a kick-off call to set the priorities for Task 3.
- Apply for funds to finance the Seed Fund.
- Work with the District to perform a feasibility analysis on the establishment of a Quick-strike Fund.
- If feasible, work with the District to design and operationalize the Fund.
- TNC will help identify potential funding sources and, when feasible, provide information required by the District when applying for funds.

#### Deliverables:

Task	Product	To be completed by
Task 3	Seed Fund	January 31, 2020
Task 3	Feasibility Analysis of Quick-Strike Fund	March 31, 2020

#### **Task 4. Policy**

TNC and the District expect to learn valuable lessons during this partnership regarding the quantification and planning of co-benefit fire risk reduction and conservation actions which the District may undertake. As such, TNC will lead efforts focused on translating lessons learned from the partnership and applying them to regional, state, and national initiatives. The District will help TNC in its policy outreach activities through developing these three subtasks:

- 4.a. develop policy campaign plan, translating lessons learned from WRRB development into specific, detailed policy mechanisms
- 4.b. develop a strategic engagement plan
- 4.c. develop materials in support of the policy strategy

This task will evolve during the life of the partnership. As such, the District and TNC will evaluate the goals and objectives of Task 4 on a regular basis.

#### The District's role

- Work with TNC to identify lessons learned from the partnership, and evaluate appropriate policy mechanisms to overcome obstacles, or to bring the approach to scale.
- Work with TNC to develop and implement a strategic engagement plan to cultivate key state and federal decision-makers with relevant authority.
- Work with TNC to create co-branded materials (printed and social media) to be used during policy engagement.

#### TNC's role:

- Work with the District to identify lessons learned from the partnership, and evaluate appropriate policy mechanisms to overcome obstacles, or to bring the approach to scale.
- Work with the District to develop and implement a strategic engagement plan to cultivate key state and federal decision-makers with relevant authority.
- Work with the District to create co-branded materials (printed and social media) to be used during policy engagement.

#### Deliverables:

Task	Product	To be completed by
Task 4.a	Policy campaign plan, translating lessons learned from WRRB development into specific, detailed policy mechanisms	TBD
Task 4.b	Strategic engagement plan	TBD
Task 4.c	Materials in support of policy engagement.	TBD



# Staff Report

## November 13, 2019



DATE: 10/25/2019  
 TO: Board of Directors  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Paradise Ridge Fire Safe Council  
 Request for Free Facility Usage at the Terry Ashe Recreation Center

### Report in Brief:

The Butte County Fire Safe Council (BCFSC) has requested the use of the Terry Ashe Recreation Center (TARC) for their monthly meetings. The BCFSC prefers the TARC because the meeting space at Atria Senior Living complex is no longer available since the Camp Fire. In addition, the Council is seeking a waiver of fees for facility usage for their monthly meetings.

The meetings are the 2<sup>nd</sup> Wednesday of the month and the group is willing to move the time so that it results in less impact to maintenance staff and our regularly scheduled BOD meeting. Regular group rental rates of the Terry Ashe facility would amount to \$29.00 per meeting (\$348.00 annually).

The District is applying for funds to help sponsor community use of our facilities and this rental may be subject to reimbursement. However, if the funding is not successful, the rental cost will be borne by the District. District by-laws allow the District to sponsor or co-sponsor events. The District supports this request, as we've taken an active role in working with the BCFSC and other fire mitigation actions and co-sponsoring the meetings and use of our facility reinforces our support for BCFSC efforts. We support a limited term for this offer for only regular meetings in Rooms C or D, and that larger events or special set-up instructions will result in appropriate fees charged.

**Recommendation:** . Approve request from Fire Safe Council to provide a monthly meeting room at the Terry Ashe Recreation Center at no charge for a period of 1 year (November 2020).

### Attachments:

- A. Letter request to use the TARC dated October 7, 2019

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 11/4/2019



*To educate the community, to increase the awareness of wildfire risks,  
to reduce wildfire fuel and to prepare for other disasters.*

October 7, 2019

Dan Efseaff, District Manager  
Board of Directors  
Paradise Recreation and Park District

Greetings:

The Paradise Ridge Fire Safe Council is requesting the free use of a monthly meeting room at the Terry Ashe Park Recreation Center. The meetings, with approximately 15-25 attendees, are held the second Wednesday from 9:00-11:00 am (room available for 8:30-11:30 am). Formally a meeting room was provided at Atria Senior Living, which due to the Camp Fire is no longer available. Meetings were temporarily held in the garage area of Fire Station 81, but with the hot days and now cold weather approaching, this space is no longer viable.

Since its inception this volunteer organization has been offering wildfire and personal preparedness education via presentations at public forums, organizations, clubs, community events and neighborhood groups. The PRFSC has been involved with the development and dissemination of a wide variety of diverse informational items such as the Paradise/Magalia Evacuation Brochure, Doom the Broom Campaign, Go Bag Needs, Paradise Fire Wise Documentation, Wildfire Ready Raccoon and a Homeowner' Self Assessment of Wildfire Defensible Space and Readiness Checklist.

The PRFSC has always been a totally volunteer organization that has served the entire community but has not received any specific funding from any source. Any funds have come from volunteer donations and a few small local source grants. As such, funds are exceeding limited and have always been directed to procurement of educational materials for public distribution. Therein lies the reason for the request of **free** use of the meeting room.

Sincerely,

A handwritten signature in blue ink that reads "Shirley Helmus".

Shirley Helmus  
Administrative Secretary  
Paradise Ridge Fire Safe Council

**Staff Report****November 13, 2019**

DATE: 10/25/2019  
TO: Board of Directors  
FROM: Dan Efseaff, District Manager  
SUBJECT: Nomination for Butte County Special Districts Association Non-Enterprise Executive Board Member

**Summary**

PRPD has been an active member and long-standing partner of the Butte County Special Districts Association for several years. The Association seeks nominations for partner agencies to serve on the Executive Board; District Manager Efseaff is interested in remaining in this capacity.

***Recommendation:*** *Nominate District Manager Efseaff as a candidate to serve as a Non-Enterprise Executive Board Member of the Butte County Special District Association for a term of January 2020 to December 2021 and authorize the Board Chairperson to sign the Request for Nomination form on behalf of the District.*

**Attachments:**

- A. BCSDA Cover Letter dated October 25, 2019 and Request for Nomination Form

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11/4/2019

# **Butte County**

## **Special Districts Association**

October 25, 2019

Paradise Recreation & Park District  
6626 Skyway  
Paradise, California 95969

Dear BCSDA Member,

As we near the end of 2019 I think we can all agree, 2019 has been quite a year for Butte County. It has been a quiet year for the Butte County Special Districts Association as many of our members were severely impacted by the Camp Fire as well as the other challenging emergencies we have had to respond to.

As a Special District in Butte County, we are responsible for daily service to our communities. Water, Sewage, Fire Protection, Mosquito Abatement, Cemetery Services, Land Stewardship, and Recreation. We are essential to our Community and the support we can provide to one another is extremely valuable.

Beginning with January of 2020, the BCSDA will strive to hold two General Meetings per year. Our goal is to make these meetings a place to share resources, learn about changes in the legislature that will affect us, and gain new knowledge in areas where we can all benefit. If you have a topic for a future general meeting, please take a few minutes to include ideas with your membership renewal.

You will see we have changed our forms from previous years. Our goal is to have a more comprehensive contact list so we can easily communicate with our membership. While not everyone has a website, if an email can be provided, we will be able to send out information in a timelier manner. In addition, tell us a little about your District so we can compile the information and share at a future meeting.

Lastly, you will also find a ballot for nominations for the Executive Board of Directors. We meet 4 times per year and help determine content for the General Meetings and stay connected with our California Special Districts Association Liaison so we can receive consistent updates from the decision makers in Sacramento. Please take a few minutes to consider nominating someone for the board. Should we have more nominations than positions, we will send out a vote by mail ballot. Nominations are due Friday, November 22, 2019.

We look forward to a great 2020 and more opportunities for Special Districts in Butte County to connect.

Sincerely,

*Ann Willmann*

Ann Willmann  
Secretary/Treasurer Executive Board







**Staff Report****November 13, 2019**

DATE: 11/4/2019  
TO: Board of Directors  
FROM: Catherine Merrifield, District Accountant  
SUBJECT: Resolution 19-11-1-471  
Update of County Signatories

**1. BACKGROUND**

At the beginning to this year, 2019, the County of Butte changed the Auditor-Controller from David Houser to Graciela Gutierrez. Because of this change all authorized/deputized ACH/check signers have been voided and need to be re-deputized under the new Auditor-Controller, Graciela Gutierrez. This resolution is to deputize all board members and the new Assistant District Manager, Kristi Sweeney the authority to sign checks and ACH request forms. To meet the District's operating and other expense obligations staff is recommending the Board approve the resolution to update the District's authorized signers for District accounts established with the County of Butte.

**2. RECOMMENDATION**

Staff recommends approve and adopt resolution as presented.

**Attachments:**

- a. Resolution #19-11-1-471

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11/6/2019





## Paradise Recreation & Park District

6626 Skyway  
Paradise, CA 95969  
Email: [info@ParadisePRPD.com](mailto:info@ParadisePRPD.com)

Phone: 530-872-6393  
Fax: 530-872-8619  
Website: [www.ParadisePRPD.com](http://www.ParadisePRPD.com)

### RESOLUTION #19-11-1-471

#### A RESOLUTION OF THE PARADISE RECREATION AND PARK DISTRICT BOARD OF DIRECTORS AUTHORIZING CHECK REGISTERS FOR PAYMENT

**WHEREAS**, the Paradise Recreation and Park District Board of Directors meets on the second Wednesday of each month; and

**WHEREAS**, the Paradise Recreation and Park District payroll is scheduled bi-weekly; and

**WHEREAS**, all signed check registers are required by the County of Butte in an expedient and timely manner; and

**WHEREAS**, the Paradise Recreation and Park District Board of Directors would like to give the following persons the authority to sign all check registers as the original registers and pay out debts in an expedient and timely manner:

Daniel S. Efseaff, District Manager	Robert Anderson, Board Member
Kristi Sweeney, Assistant District Manager	Steve Rodowick, Board Member
Mary Bellefeuille, Board Member	Julie Van Roekel, Board Member
Albert McGreehan, Board Member	

**NOW, THEREFORE, BE IT RESOLVED** that the Paradise Recreation and Park District Board of Directors delegates the following persons the authority to sign all check registers as the original registers and pay out debts in an expedient and timely manner:

Daniel S. Efseaff, District Manager	Robert Anderson, Board Member
Kristi Sweeney, Assistant District Manager	Steve Rodowick, Board Member
Mary Bellefeuille, Board Member	Julie Van Roekel, Board Member
Albert McGreehan, Board Member	

Resolution #19-11-1-471  
Page -2-

**THIS RESOLUTION** was passed and adopted at a regular meeting of the Board of Directors of the Paradise Recreation and Park District the 13<sup>th</sup> day of November 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Mary Bellefeuille, Chairperson

\_\_\_\_\_  
Robert Anderson, Secretary



## Paradise Recreation & Park District

6626 Skyway  
Paradise, CA 95969  
Email: [info@ParadisePRPD.com](mailto:info@ParadisePRPD.com)

Phone: 530-872-6393  
Fax: 530-872-8619  
Website: [www.ParadisePRPD.com](http://www.ParadisePRPD.com)

### PETITION TO ACCEPT CHECK REGISTER EXCEPTION

**Date: November 13, 2019**

To: Graciela C. Gutierrez, Auditor-Controller County of Butte 25 County Center Drive Oroville, CA 95965-3383	From: Paradise Recreation and Park District 6626 Skyway Paradise, CA 95969
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The Board of Directors of the Paradise Recreation and Park District hereby requests that you authorize your office to accept Check Registers signed in the following manner that deals with the payment of the District's expenses.

Our Board meeting on the second Wednesday each month at 6:00 p.m. We pay our employees bi-weekly.

This means we do not meet in a manner that facilitates formal Board approval of our check registers in a timely manner.

We have passed Resolution #19-11-1-471 (copy attached) that acknowledges that situation and therein authorizes the person(s) listed below to sign All Check Registers as a means of certifying to you that the expenditures recorded on those registers are reimbursement for services rendered to the District and are legitimate District expenditures. **BASED ON THESE SIGNED REGISTERS, WE ASK THAT YOU ENTER THE INFORMATION CONTAINED THEREON INTO YOUR CHECK CONTROL SYSTEM AND ALLOW THOSE CHECKS TO BE NEGOTIATED.**

The check registers will be formally reviewed following date of issuance at the next Board meeting, documented in the Board minutes, then forwarded to your office with approved signatures.

We request that you accept Check Registers that have been signed by the following persons as the permanently signed registers submitted to you: Daniel S. Efseaff or Kristi Sweeney or Mary Bellefeuille or Robert Anderson or Julie Van Roekel or Albert McGreehan or Steve Rodowick. We acknowledge that this is a delegation of our powers but find that it is necessary to fulfill our commitment to pay our debts in an expedient and timely manner.

PARADISE RECREATION AND PARK DISTRICT BOARD OF DIRECTORS:

\_\_\_\_\_  
Mary Bellefeuille, Board Member

\_\_\_\_\_  
Al McGreehan, Board Member

\_\_\_\_\_  
Robert Anderson, Board Member

\_\_\_\_\_  
Steve Rodowick, Board Member

\_\_\_\_\_  
Julie Van Roekel, Board Member

Graciela C. Gutierrez, Auditor-Controller  
Petition to Accept Check Register Exception  
November 13, 2019  
Page -2-

PARADISE RECREATION AND PARK DISTRICT EMPLOYEES:

\_\_\_\_\_  
Daniel S. Efsaaff, District Manager

\_\_\_\_\_  
Kristi Sweeney, Assistant District Manager

\*\*\*\*\*

ACCEPTED AND APPROVED BY:

\_\_\_\_\_  
Graciela C. Gutierrez, Auditor-Controller

on this date: \_\_\_\_\_