



**Paradise Recreation and Park District
Board of Directors - Regular Meeting**
Terry Ashe Recreation Center, Room B
Wednesday, October 09, 2024, 6:00 pm

Members of the public may submit comments prior to the meeting via email to BODclerk@paradisepspd.com before 1:00 p.m. on the day of the meeting or they may comment on Agenda items on during 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. The public may access this meeting remotely:
Web Access: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWdvdzlmZENUQT09>
Telephone Access: **Dial:** +1 669 900 9128. **Meeting ID:** 845 1856 1101 **Password:** 6626

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests:

2. PUBLIC COMMENT

3. CONSENT AGENDA

- 3.1. Board Minutes:
 - A. Regular Meeting of September 11, 2024
 - B. Special Meeting Minutes of September 18, 2024
- 3.2. Payment of Bills/Disbursements (Warrants and Checks Report)
Check # 057754 - 057896 and ACHs
- 3.3. Information Items (Acceptance only):
 - A. Safety Committee Meeting of September 19, 2024.

4. COMMITTEE REPORTS: NONE

5. OLD BUSINESS

- 5.1. Neighbor-to-Neighbor (N2N) Subgrantee Umbrella Agreements. – Following BOD direction provided at the August 14, 2024, meeting, the BOD will consider several Subgrantee Umbrella Agreements with organizations with proposals that exceed the \$5,000 threshold. **Recommendation:** *Authorize the District Manager to execute agreements with identified partner organizations.*
- 5.2. Resolution #24-10-01-544- Local Hazard Mitigation Plan (LHMP) – In 2019, Staff participated Butte County's Hazard Mitigation Planning Committee to help craft the Local Hazard Mitigation Plan (LHMP). The LHMP is consulted when addressing known hazards to ensure general health and safety of people within Butte County. FEMA approved the plan in early 2020 (expires at the end of 2024). The County and its consultant guided an update process to ensure that the plan is in place before the expiration date. **Recommendation:** *Approve and Adopt Resolution #24-10-1-544.*

6. NEW BUSINESS

- 6.1. Honey Run Covered Bridge Association (HRCBA) Memorandum of Understanding (MOU) Update.
The February 2023 MOU between the District and HRCBA provides a framework to explore potential partnerships and support toward the rebuild of and improvements at the Honey Run Covered Bridge. With notable progress on the project, Staff notes that establishing a temporary committee or workgroup with BOD members will aid this effort. **Recommendation:** *Assign two BOD members (and an alternate) to a temporary committee that will terminate with the expiration of the MOU.*

- 6.2. PATCH Funding Proposal – PATCH is seeking funding to help with the costs of a Community Needs and Market Assessment for a Collaborative Arts and Cultural Center in Downtown Paradise.
Recommendation: *Approve and Accept the Funding Proposal from PATCH.*
- 6.3. Resolution #24-10-2-545 for the Community Change Grant and Partnership agreement with the Butte County Fire Safe Council (BCFSC) – Staff is collaborating with the Butte County Fire Safe Council (BCFSC) to prepare a proposal for the Environmental Protection Agency Community Change Grant to fund a community resilience hub in Lakeridge Park and fuels reduction projects and educational workshops to mitigate wildfire risk within Magalia. **Recommendation:** *A) Approve and Adopt Resolution #24-10-2-545. B) Authorize the District Manager to execute the Agreement Between PRPD and BCFSC contingent upon legal review.*

7. REPORT

- 7.1. District Report

8. CLOSED SESSION

- 8.1. The Board will meet in Closed Session pursuant to California Government Code: 54956.9(e)(3) - Receipt of a Government Claim threatening litigation dated August 15, 2024

9. BOARD COMMENT

10. ADJOURNMENT

Adjourn to the next regular meeting on 11/13/2024 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 at least 48 hours in advance of the meeting.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Paradise Recreation and Park District
Board of Directors Regular Meeting
 Magalia Community Center
 September 11, 2024

MINUTES

1. CALL TO ORDER:

Board Chairperson Anderson called the Regular Meeting of the Paradise Recreation and Park District Board of Directors to order at 6:01 p.m.

1.1 PLEDGE OF ALLEGIANCE:

Chairperson Anderson led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Robert Anderson (Chairperson), Steve Rodowick (Secretary), Mary Bellefeuille (Director), Al McGreehan (Director).

Absent: Jen Goodlin (Vice-Chairperson)

PRPD STAFF:

Present: Dan Efseaff (District Manager), Kristi Sweeny (Assistant District Manager), Scott Amick (Recreation Supervisor), Catherine Merrifield (District Accountant), Sunny Quigley (Administrative Assistant II / Substitute Board Clerk), Mark Cobb (Park Supervisor), Matt Sweeney (Maintenance)

Present via Zoom: Jeff Dailey (Recreation Supervisor)

1.3 WELCOME GUESTS:

In person: John Stonebraker, Mishawn Delgado, Donna Yutzy, Janet Rose, Dave Willoughby, Jessica Haeter, Kathi Hiatt, Tony Everts

Via Zoom: Rochelle

1.4 SPECIAL PRESENTATIONS: Chris Rauen (Magalia Community Center)

2. PUBLIC COMMENT: Citizens Stonebraker, Yutzy, Everts, Hiatt, and Willoughby

3. CONSENT AGENDA

3.1. Board Minutes: Regular Meeting of August 14, 2024

3.2. Payment of Bills/Disbursements (Warrants and Checks Report)

Check # 057562 - 057753 and ACHs

3.4. Information Items (Acceptance only):

A. Safety Committee Minutes of August 15, 2024

Substitute Board Clerk Quigley pulled Item 3.1 from the Consent Agenda.

MOTION: Approve Consent Agenda items 3.2 and 3.3 **MADE BY:** Rodowick. **SECOND:** McGreehan. **Roll Call Vote: AYES:** 4 (Anderson, Rodowick, Bellefeuille, and McGreehan). **NOES:** 0. **ABSENT:** 1 (Jen Goodlin).

Items pulled from Consent Agenda

3.1. Board Minutes: Regular Meeting of August 14, 2024

Substitute Board Clerk Quigley identified corrections to the minutes.

MOTION: Approve the Regular Meeting Minutes of August 14, 2024, with the noted corrections. **MADE BY:** McGreehan. **SECOND:** Rodowick. **Roll Call Vote: AYES:** 4 (Anderson, Rodowick, Bellefeuille, and McGreehan). **NOES:** 0. **ABSENT:** 1 (Goodlin).

4. COMMITTEE REPORTS

4.1 Finance Committee of September 3, 2024 – The committee met to discuss a funding proposal presented by PATCH and reviewed a section of the in-progress Finance Manual (check registers for the County).

5. OLD BUSINESS: None

6. NEW BUSINESS

6.1. Moore Road Park and Noble Park Easements. – The District is considering granting an easement to Pacific Gas and Electric (PG&E, Applicant) for underground utilities at Moore Road and Noble Park. The project, which began in 2022, has seen significant revisions to minimize its impact. The current proposal includes repaving the full width of Moore Road as a condition, though other conditions brought up in the field will need to be reviewed as well. The Board must weigh the benefits of utility undergrounding against potential long-term property impacts. *Recommendation: Authorize the District Manager to complete the easement transaction and related documentation for Moore Road and Noble Park, subject to the following conditions: 1) Final approval is contingent upon a satisfactory review by the District's legal counsel; 2) applicant will repave the entire width of Moore Road and incorporate other requests into the project, 3) the District will receive fair compensation for the easement area; and 4) All agreements should reflect these conditions before finalizing the easement transaction.*

Public Comment: Citizen Stonebraker. Non-New Business Public Comment: Citizen Rose, Citizen Hiatt

Director McGreehan moved to address each park separately, with a motion and vote on the Noble Park easement first.

MOTION: Authorize the District Manager to complete the easement transaction and related documentation for Noble Park as it relates to the easement that PG&E is requesting which is 20 feet by 68 feet subject to approval / contingent upon satisfactory feedback from District legal counsel. **MADE BY:** McGreehan. **SECOND:** Bellefeuille. **Roll Call Vote: AYES:** 4 (Anderson, Rodowick, Bellefeuille, and McGreehan). **NOES:** 0. **ABSENT:** 1 (Goodlin)

The Board next moved and voted on the Moore Road Park easement.

MOTION: Authorize the District Manager to complete the easement transaction and related documentation for Moore Road Park subject to approval / contingent upon satisfactory feedback from District legal counsel and with requests made to PG&E for paving compensation to District. **MADE BY:** McGreehan. **SECOND:** Rodowick. **Roll Call Vote: AYES:** 4 (Anderson, Rodowick, Bellefeuille, and McGreehan). **NOES:** 0. **ABSENT:** 1 (Goodlin)

7. REPORT

7.1 District Report

8. BOARD COMMENT

9. ADJOURNMENT

Chairperson Anderson adjourned the meeting at 7:55 PM until the next Regular Board meeting, scheduled for October 9, 2024, at 6:00 p.m. at the Terry Ashe Recreation Center (6626 Skyway, Paradise).

Robert Anderson, Chairperson

Steve Rodowick, Secretary

Paradise Recreation and Park District
Board of Directors Special Meeting
Terry Ashe Recreation Center
September 18, 2024

MINUTES

1. CALL TO ORDER:

Board Chairperson Robert Anderson called the Special Meeting of the Paradise Recreation and Park District Board of Directors to order at 4:05 PM

1.1 PLEDGE OF ALLEGIANCE:

Chairperson Anderson led the Pledge of Allegiance.

1.2 ROLL CALL:

Present: Robert Anderson (Chairperson), Jen Goodlin (Vice-Chairperson), Steve Rodowick (Secretary), Mary Bellefeuille (Director), Al McGreehan (Director).

PRPD STAFF:

Present: Dan Efseaff (District Manager) and Sarah Hoffman (Board Clerk)

1.3 WELCOME GUESTS: There were no guest present.

2. PUBLIC COMMENT:

None.

The meeting went into Closed Session at 4:06 PM

3. CLOSED SESSION:

3.1. The Board will meet in Closed Session pursuant to California Government Code: 54956.9(e)(3) - Receipt of a Government Claim threatening litigation dated August 15, 2024.

The meeting resumed at 5:19 PM. Chairperson Anderson gave a brief report on both Closed Session items.

REPORT ON CLOSED SESSION:

4. BOARD COMMENT:

Secretary Rodowick made brief comment.

5. ADJOURNMENT:

Chairperson Anderson adjourned the meeting at 5:29 PM until the next Regular Board meeting, scheduled for October 9, 2024, at 6:00 p.m. at the Terry Ashe Recreation Center,

Robert Anderson, Chairperson

Steve Rodowick, Secretary

PARADISE RECREATION & PARK DISTRICT
COUNTY MONTHLY CHECK REGISTER

Fund 2510

September

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

057754-057781	9/4/2024		Payroll Summary	15,417.12	0.00	0.00	15,417.12	

Direct Deposit	9/4/2024		Payroll Summary	32,768.85	0.00	0.00	32,768.85	

057816-057834	9/18/2024		Payroll Summary	13,291.01	0.00	0.00	13,291.01	

Direct Deposit	9/18/2024		Payroll Summary	32,118.48	0.00	0.00	32,118.48	

057782	9/6/2024		PARADISE RECREATION & PARKS	32,768.85			32,768.85	A
057783	9/6/2024		KELLER SUPPLY COMPANY		2,117.67		2,117.67	
057784	9/6/2024		BUTTE COUNTY		2,817.60		2,817.60	
057785	9/6/2024		COMCAST		96.68		96.68	
057786	9/6/2024		CROSSFIRE TREE & VEGETATION SERVICES INC		2,400.00		2,400.00	B
057787	9/6/2024		ACME TOILET RENTALS LLC		414.40		414.40	
057788	9/6/2024		MARINA WELSH-JOHNSON		400.00		400.00	
057789	9/6/2024		CHICO RENT A FENCE		507.60		507.60	
057790	9/6/2024		RECOLOGY BUTTE COLUSA COUNTIES		237.72		237.72	
057791	9/6/2024		VERIZON WIRELESS		96.20		96.20	
057792	9/6/2024		O'REILLY AUTO PARTS		192.67		192.67	
057793	9/6/2024		BUTTE COUNTY NEAL ROAD LANFILL		301.07		301.07	
057794	9/6/2024		KEN'S PARADISE HITCH & WELD		377.42		377.42	
057795	9/6/2024		COMCAST		247.78		247.78	
057796	9/6/2024		DE LAGE LANDEN FINANCIAL SERVICES INC		233.67		233.67	
057797	9/6/2024		AM&PS		500.00		500.00	
057798	9/6/2024		PARADISE POLICE SEPARTMENT ALARM UNIT		45.58		45.58	
057799	9/6/2024		DOBRICH		765.00		765.00	
057800	9/6/2024		NORMAC INC		72.18		72.18	
057801	9/6/2024		NORTH STATE AUDIO VISUAL INC		1,800.00		1,800.00	
057802	9/6/2024		RENTAL GUYS CHICO		623.00		623.00	
057803	9/6/2024		ALHAMBRA		178.05		178.05	
057804	9/6/2024		HARRY BURLESON		630.00		630.00	
057805	9/13/2024		THOMAS ACE HARDWARE		1,779.73		1,779.73	
057806	9/13/2024		BUTTE COUNTY ENVIRONMENTAL HEALTH		10.00		10.00	
057807	9/13/2024		BRYAN PAYSENO		1,500.47		1,500.47	
057808	9/13/2024		BUTTE COUNTY FIRE SAFE COUNCIL		173.00		173.00	Refund
057809	9/13/2024		VERIZON WIRELESS		1,731.15		1,731.15	
057810	9/13/2024		ELAN FINANCIAL SERVICES		745.51		745.51	
057811	9/13/2024		FOOTHILL MILL & LUMBER CO		123.07		123.07	
057812	9/13/2024		JC NELSON SUPPLY CO		1,215.18		1,215.18	
057813	9/13/2024		STONE RIDGE TERMITE & PEST		200.00		200.00	
057814	9/13/2024		VOYA INSTITUTIONAL TRUST CO	500.00			500.00	
057815	9/13/2024		MISSION SQUARE RETIREMENT	1,632.69			1,632.69	
057836	9/20/2024		VOYA INSTITUTIONAL TRUST CO	500.00			500.00	
057837	9/20/2024		MISSION SQUARE RETIREMENT	1,632.69			1,632.69	
057838	9/20/2024		INDUSTRIAL POWER PRODUCTS		211.26		211.26	
057839	9/20/2024		CONNER FARM CO		450.00		450.00	
057840	9/20/2024		MARINA WELSH-JOHNSON		400.00		400.00	
057841	9/20/2024		MAGALIA COMMUNITY PARK		720.00		720.00	
057842	9/20/2024		KRISTA ENOS		295.20		295.20	Refund
057843	9/20/2024		UMPQUA BANK		16,751.41		16,751.41	
057844	9/20/2024		NORMAC		168.28		168.28	
057845	9/20/2024		KELLER SUPPLY COMPANY		3,041.99		3,041.99	

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
057846	9/20/2024		PG&E		7,299.95		7,299.95	
057847	9/20/2024		KELLY MUNSON		82.27		82.27	
057848	9/20/2024		REIMER PEST & WEED CONTROL INC		525.00		525.00	
057849	9/20/2024		CALIFORNIA SPECIAL DISTRICT ASSOCIATION		832.92		832.92	
057850	9/20/2024		DEL ORO WATER COMPANY		83.27		83.27	
057851	9/20/2024		JENNIFER ARBUCKLE		3,805.50		3,805.50	
057852	9/20/2024		NORTHERN RECYCLING & WASTE SERVICES LLC		1,246.16		1,246.16	
057853	9/20/2024		CAPRI		34,070.00		34,070.00	C
057854	9/20/2024		BASIC BENEFITS		50.00		50.00	
057855	9/20/2024		STREAMLINE		49.29		49.29	
057856	9/20/2024		CASEY HAMRICK		16.00		16.00	Refund
057857	9/20/2024		SMITH CAMI		96.00		96.00	Refund
057858	9/20/2024		TAYLOR ALLEN		61.00		61.00	Refund
057859	9/20/2024		SARAH OREAR		120.00		120.00	Refund
057860	9/20/2024		JENNIFER BRADLEY		40.00		40.00	Refund
057861	9/20/2024		DIANE RESNICK		80.00		80.00	Refund
057862	9/20/2024		PARADISE RECREATION & PARKS	32,118.48			32,118.48	A
057863	9/27/2024		PRINCIPAL LIFE INSURANCE COMPA	175.59			175.59	
057864	9/27/2024		PREMIER ACCESS INSURANCE COM	1,485.03			1,485.03	
057865	9/27/2024		VISION SERVICE PLAN (CA)	240.58			240.58	
057866	9/27/2024		MJB WELDING SUPPLY		83.15		83.15	
057867	9/27/2024		KELLER SUPPLY COMPANY		300.00		300.00	
057868	9/27/2024		CODY O'KELLY		150.00		150.00	
057869	9/27/2024		WEBSTER MOORE		400.00		400.00	
057870	9/27/2024		KONKOW PARTNERS		200.00		200.00	
057871	9/27/2024		IRAYZ MOVENENT		300.00		300.00	
057872	9/27/2024		CORPORATE PAYMENT SYSTEMS		353.10		353.10	
057873	9/27/2024		EXTRA SELF STORAGE		1,634.00		1,634.00	
057874	9/27/2024		CROSSFIRE TREE & VEGETATION SERVICES INC		1,920.00		1,920.00	B
057875	9/27/2024		MELTON DESIGN GROUP		70,338.02		70,338.02	D
057876	9/27/2024		TURF RENOVATION MACHINERY INC		558.36		558.36	
057877	9/27/2024		ALPINE PORTABLE TOILET SERVICES LLC		560.00		560.00	
057878	9/27/2024		O'REILLY AUTO PARTS		34.45		34.45	
057879	9/27/2024		PAYLESS BUILDING SUPPLY		106.65		106.65	
057880	9/27/2024		VERIZON WIRELESS		96.23		96.23	
057881	9/27/2024		AT&T		1,354.02		1,354.02	
057882	9/27/2024		FEATHER RIVER ELECTRIC MOTORS		831.95		831.95	
057883	9/27/2024		NAPA AUTO PARTS		55.72		55.72	
057884	9/27/2024		WEX BANK		1,580.50		1,580.50	
057885	9/27/2024		AMRINDER SINGH		120.00		120.00	Refund
057886	9/27/2024		ELIZABETH WALKER		30.00		30.00	Refund
057887	9/27/2024		CALLI JANE WEST		80.00		80.00	Refund
057888	9/27/2024		MIKALIA DYER		40.00		40.00	Refund
057889	9/27/2024		TIFFANY ENGLANT		40.00		40.00	Refund
057890	9/27/2024		MANDY HAUGHTON		40.00		40.00	Refund
057891	9/27/2024		SHANON HEANEY		40.00		40.00	Refund
057892	9/27/2024		JASON HIGBEE		187.78		187.78	Refund
057893	9/27/2024		RACHEL HOYLE		40.00		40.00	Refund
057894	9/27/2024		OLIVIA JOLLEY		40.00		40.00	Refund
057895	9/27/2024		ELIZABETH MILBAUER		40.00		40.00	Refund
057896	9/27/2024		YASMIN NAZARENO		40.00		40.00	Refund
ACH	6/21/1902		ACH CALPERS	9,481.43			9,481.43	
ACH	9/9/2024		ACH CALPERS	700.00			700.00	
ACH	9/9/2024		ACH CALPERS	10,602.82			10,602.82	
ACH	9/11/2024		ACH STATE PR TAX	2,272.39			2,272.39	
ACH	9/11/2024		ACH FED PR TAX	14,393.50			14,393.50	
ACH	9/18/2024		ACH CALPERS	9,002.58			9,002.58	
ACH	9/11/2024		ACH STATE PR TAX	2,171.25			2,171.25	

CHECK	ISSUE DATE	VOID	PAYEE	SALARY AND BENEFITS	SERVICE SUPPLIES	FIXED ASSETS	NET CHECK	NOTES
ACH	9/11/2024		ACH FED PR TAX	13,657.86			13,657.86	

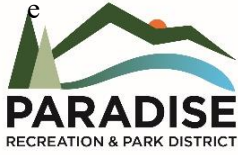
TOTALS				133,335.74	174,621.83	0.00	307,957.57	
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GRAND TOTALS				162,043.87	174,621.83	0.00	336,665.70	
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Notes:

Refunds = 1,618.98

- A) Transferring funds to the Five Star Bank account for direct deposit payroll
- B) Defensible Space Fuel Reduction
- C) Workers' Comp payment
- D) Design and planning for Bille and Lakeridge



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com

Phone: 530-872-6393
Fax: 530-872-8619
Website: www.ParadisePRPD.com

SAFETY COMMITTEE MEETING Report/Minutes

- DATE:** September 19, 2024, at 8:30 a.m.
- LOCATION:** Teams
- ATTENDANCE:** Sarah Hoffman, Administrative Assistant III
Mark Cobb, Park Supervisor
Jeff Dailey, Recreation Supervisor
Dan Efseaff, District Manager
- ABSENT:** Kristi Sweeney, Assistant District Manager
- FACILITATOR:** Sarah Hoffman

#####

1. **CALL TO ORDER:** 8:30 AM

2. **MINUTES:**

Mark Cobb noted some corrections that needed to be made.

- Dan Efseaff moved to approve the minutes from the August 15, 2024, Safety Committee Meeting with the noted corrections. Jeff Dailey seconded the motion. The rest of the committee members present concurred.

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

a. THE FOLLOWING SAFETY MEETINGS WERE HELD:

- | | |
|---------------------|---|
| • August 16, 2024 | CPR/ First Aid Training
Led by John Furry, Instructor |
| • August 21, 2024 | Vehicle Insurance Card
Led by Ray Lockridge, Park Foreman |
| • August 29, 2024 | Change in Seasons
Led by Matt Warner, Park Maintenance II |
| • September 4, 2024 | Workers Comp Claims Procedure
Led by Sarah Hoffman, Admin. Assistant III |

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

- None
- c. ACCIDENT/INCIDENT REPORTS: They were on the attached accident report
- A worker was hit in the head with a pole saw.
- d. WORKERS' COMPENSATION REPORTS:
- Workers Compensation Open Detail Report since August 31, 2024
 - Open Claim for 4A2207P8RB50001
 - Open Claim for 4A23036N0290001
 - Open Claim for 4A2408VNB1W0001

4. MISCELLANEOUS:

Next Safety Meeting Date: October 17, 2024, at 8:30 a.m.

Facilitator: Sarah Hoffman

Adjourned: 8:40 AM

Sarah Hoffman, Safety Committee Secretary

Date:

cc: CAPRI
PRPD Board

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/Safety Committee/2024/SC_24.0718/24.078.DRAFT.Minutes.Draft.docx

Staff Report

October 9, 2024



DATE: 9/27/2024
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Neighbor-to-Neighbor (N2N) Subgrantee Umbrella Agreements

Summary

At the August 14, 2024 meeting, the Board of Directors (BOD) authorized the District Manager to execute Subgrantee agreements for the Neighbor-to-Neighbor (N2N) grant for amounts up to \$5,000 with the understanding that agreements above the \$5,000 threshold would be brought back before the Board for consideration. As several Subgrantees submitted proposals that cumulatively exceed the \$5,000 maximum, Staff now seek BOD authorization to execute N2N Subgrantee Umbrella Agreements.

Recommendation: *Authorize the District Manager to execute Agreements with identified partner organizations.*

1. Background

The District broadly opened the opportunity for organizations and agencies serving residents of the District to submit proposals for events, classes, programs, or volunteer opportunities that align with the N2N grant goals. Interest was high and staff received, reviewed and approved proposals for Quarter 4, 2024 (October, November, December), all of which were approved by California Volunteers Neighbor-to-Neighbor grant administrators. Staff anticipate that interest in submitting proposals for future quarters over the term of the grant will continue to be high and seek to efficiently present the Board with Subgrantee agreements for consideration and possible approval.

The District has prepared a Subgrantee Umbrella Agreement template (**Attachment A**) that establishes an estimated total number of Neighbor-to-Neighbor grant-funded events, classes, programs, or volunteer proposals a partner organization may submit over the term of the grant and a total not-to-exceed budget for grant-funded proposals. The partner organization is not required to submit the total number of proposals and reach the not-to-exceed budget, and though a partner may submit the total number of proposals they had estimated and fall within the not-to-exceed budget for the proposals, there is no guarantee that partner proposals will be approved by PRPD staff or the California Volunteers Neighbor-to-Neighbor grant administrators. If the Board authorizes the District Manager to execute a Subgrantee Umbrella Agreement and subgrantee proposals are approved for funding, the approved proposal would be added to the Umbrella Agreement Scope of Work, and the corresponding approved budget would be added to the Umbrella Agreement budget.

2. Fiscal Impact

Estimated costs are associated with the grant program are limited by the amount and approval process with the funder. Proposals will not be approved unless Neighbor-to-Neighbor funding limits allow, and the projects are pre-approved and meet all grant obligations. Staff anticipates that most subgrantees will fall well below the not-to-exceed budget identified below. The grant event/volunteer activities must be completed by December 31, 2025, and staff has until March 31, 2026 to complete reimbursement requests.

3. Discussion

The District has a limited amount of time to execute the Neighbor-to-Neighbor grant goals and objectives and recognizes the importance of partners to help with these goals. The partner organizations (Table 1) have submitted proposals aligned with the grant goals that have been approved by staff and the grant administrative team (individual events and proposals would still be subject for future approvals). This process allows for a streamlined process for the District to deliver the grant goals with partners. Each agreement will be particular to each organization and their proposed scope of work, Staff provides an example agreement template for review (Attachment A). Legal counsel has reviewed the agreement. The BOD may consider all subgrantees in one motion or may consider them one at a time.

Table 1. Potential Subgrantees and Anticipated Number and Type of Proposals and an Estimated Not-To-Exceed Amount.

Subgrantee	Proposals Number	Proposal Type	Not-to-Exceed Budget
Biochar Coalition	10	Community Workshops, Disaster Preparedness Workshops, Fuels Reduction, Volunteer Events	\$35,000
Boys and Girls Club of the North Valley	5	Community Events	\$30,000
Butte County Fire Safe Council	12	Community Workshops, Disaster Preparedness Workshops, Fuels Reduction Volunteer Events	\$50,000
Butte Environmental Council	10	Community Events, Volunteer Events	\$22,000
Camp Fire Restoration Project	6	Community Events, Volunteer Events	\$32,000
Chico State Enterprises Ecotherapy Program	6	Disaster Preparedness, Health and Wellness Events, Volunteerism	\$34,000
Déjà vu Gardens Galore Nursery	25	Workshops on Landscaping and Gardening Needs For Residents of The District	\$35,000
From The Ground Up	16	Community Events	\$40,000
Irayz Movement	14	Community Events, Healthy Impact Programs and Events	\$35,000
Moms On The Ridge	10	Community Events	\$50,000
Paradise Art Center	8	Community Events, Art Classes	\$24,000
Paradise Stronger	40	Community Events, Community Garden, Healthy Impact Programs and Events	\$72,000

Attachments:

- A. Subgrantee Umbrella Agreement template

[https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/Neighbor.Subgrantee.Umbrella.Agreement_Staff.Report.24.0927.docx](https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared%20Documents/Neighbor.Subgrantee.Umbrella.Agreement_Staff.Report.24.0927.docx)
10/3/2024

Documents/_BOD/2024/2024.1009/BOD.Neighbor-to-

**SUBGRANTEE AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND**

Click here to enter Entity's Name

This agreement (hereinafter "Agreement") is made this Click to enter a date. (the "Effective Date") by and between Paradise Recreation and Park District, a California recreation and park district (the "District"), and Click here to enter Entity Name(the "Subgrantee"). The District and the Subgrantee are sometimes hereinafter individually referred to as "Party" and collectively referred to as "Parties."

RECITALS

- A. District has entered into a Grant Agreement with the California Office of Planning and Research ("OPR") under the Neighbor-to-Neighbor Program ("Grant Agreement"). The Grant is for the purpose of funding projects to improve community resilience, increase volunteer participation, foster social bonds and interactions, raise awareness for climate action and disaster mitigation.
- B. Subgrantee desires to implement a project ("Project") and the District desires to fund the project through the Neighbor-to-Neighbor funding.
- C. The District is responsible for coordinating and developing implementation of the Neighbor-to-Neighbor Grant and for executing agreements for funding certain projects through distribution of the grant funds as set forth in this Agreement.
- D. This Agreement sets out the responsibilities of the Subgrantee with respect to the Project and the nature and timing of submitting invoices for reimbursement.

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

**SECTION I
ENGAGEMENT AND SERVICES OF THE SUBGRANTEE**

1. Engagement and Scope of Work.

District hereby engages Subgrantee to implement the Project as described in the scope of work (the "Services"), a copy of which is attached hereto as Exhibit A and the approved cost schedule and budget attached hereto as Exhibit B.

2. Standard of Care.

Subgrantee's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of Subgrantee's profession practicing under similar conditions at the same time and in the same or similar locality. The Subgrantee agrees to cooperate with the District and any other Subgrantees or contractors engaged by the District in the provision of the Services.

3. Adequate Personnel.

The Subgrantee shall provide adequate and experienced administrative and management personnel to perform the Services and hereby represents that Subgrantee and its personnel performing Services shall be authorized and permitted under the state and local law to perform such Services, including all necessary licenses, permits and other qualifications or approvals.

SECTION II

RESPONSIBILITIES OF SUBGRANTEE

1. Status of Subgrantee.

A. District and Subgrantee agree that Subgrantee, in performing the above services, is an independent contractor of District and no relationship of employer-employee exists between the Parties. Subgrantee's assigned personnel shall not be entitled to any benefits payable to employees of the District. District is not required to make any deductions or withholdings from the compensation payable to Subgrantee under the provisions of this Agreement; and as an independent contractor, Subgrantee hereby indemnifies and holds District harmless from any and all claims that may be made against District based upon any contention by any third party that an employer-employee relationship exists by reasons of this Agreement.

B. If, in the performance of this Agreement, any third persons are employed by Subgrantee, such person shall be entirely and exclusively under the direction, supervision, and control of Subgrantee. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Subgrantee, and the District shall have no right or authority over such persons or the terms of such employment.

C. It is further understood and agreed that as an independent contractor and not an employee of District, neither the District nor Subgrantee's assigned personnel shall have any entitlement as a District employee, right to act on behalf of District in any capacity whatsoever as agent, or to bind District to any obligation whatsoever. Subgrantee shall not be entitled to any benefits accorded to District's employees, including, without limitation, Workers' Compensation, disability insurance, vacation, or sick pay.

D. Subgrantee shall be responsible for all costs and expenses incurred relative to the Subgrantee, personnel of the Subgrantee, and subcontractors of the Subgrantee, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

E. It is understood and agreed by the Parties that while Subgrantee in the performance of the Services is subject to the control and direction of District as to the designation of tasks to be performed and results to be accomplished, the District shall not control the means, methods, or sequence used by the Subgrantee for accomplishing the results. Subgrantee shall be free to perform similar or other services for other persons during the term hereof.

2. Cooperation/Project Administrator.

Subgrantee shall work closely and cooperate fully with District's designated Project Administrator. The Project Administrator will administer the Agreement and shall be the principal contact at the District working with Subgrantee and shall review and give approval to the details of the Services as they are performed. The District designates Kristen Dehart, Recreation Specialist, as its Project Administrator, and reserves the right to appoint another person upon notice to the Subgrantee.

3. Subgrantee's Project Manager.

Subgrantee shall designate and assign a Project Manager, who shall coordinate all aspects of the Services, and shall be available to the District at all reasonable times. The Subgrantee designates [Click here to enter Name of Entity's Project Manager](#), Executive Director to be its Project Manager and may assign a new Project Manager upon notice to the District.

4. Time of Performance.

The Services shall be performed within any timetables set forth in Exhibit A.

5. District Policy.

The Subgrantee shall discuss and review all matters relating to the Services with the Project Administrator in advance of all critical decision points to ensure that the Services are provided in a manner consistent with the goals and policies of the District.

6. Compliance with Office of Planning and Research, California Volunteers Grant Special Terms and Conditions.

Subgrantee shall comply with all the Special Terms and Conditions contained in Exhibit D to the Grant Agreement, also attached to this Agreement as Exhibit D.

7. Conformance to Applicable Requirements.

All aspects of the provision of the Services by the Subgrantee shall always conform to applicable city, county, state, and federal requirements.

8. Hold Harmless and Indemnification Agreement.

Subgrantee shall hold harmless, defend and indemnify the District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Subgrantee's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. Insurance.

Subgrantee shall always maintain in force during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit C.

10. Assignments and Subcontractors.

The Subgrantee shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**SECTION III
RESPONSIBILITIES OF THE DISTRICT**

1. Grant Funding.

In consideration of the Subgrantee's implementation of the Project and performance of the Services, the District shall pay to the Subgrantee the amount/amounts as quoted and set forth in Exhibit B (the "Funding").

2. Services by District.

District will coordinate access to District sites if needed and provide timely information on known site constraints.

SECTION IV TERMINATION

1. Term.

The term of this agreement shall commence upon 15 September 2024 hereof and conclude by March 15, 2026.

2. Termination.

This Agreement may be terminated by the District by written notice should the Subgrantee fail substantially to perform its obligations under this Agreement and continue such default after the expiration of a seven-day notice period. The District may terminate this agreement without necessity of cause upon the expiration of a 30-day notice period. If the District terminates this Agreement in the absence of default by Subgrantee, Subgrantee shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from District, including reimbursement for direct expenses due. This agreement may be extended upon mutual agreement of both Parties.

SECTION V GENERAL PROVISIONS

1. Notices.

All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To the District:

Paradise Recreation and Park District
Attn: District Manager
6626 Skyway
Paradise, CA 95969
Phone: (530)872-6393
Email: defseaff@paradisepprd.com

To the Subgrantee:

Click here to enter Name of Entity
Click here to enter Entity's Signatory Authority's
Name and Title
Click here to enter Entity's Address
Phone: Click here to enter Entity's Phone Number
Email: Click here to enter Signatory's Email

2. Authority to Enter Agreement.

The Subgrantee warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement to bind each respective Party to perform the conditions contemplated herein. If the Subgrantee is a corporation or partnership, the Subgrantee also warrants that it is duly organized, validly existing in good standing under the laws of the State of California and will continue to be so during the term of this Agreement.

3. Mediation.

If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation with a mutually agreeable mediator within 30 days before resorting to litigation or some other dispute resolution procedure.

4. Attorney's Fees.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

5. Surviving Covenant.

The parties agree that the Indemnification and Insurance provisions, as they relate to this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

6. Counterparts; Electronic Signatures.

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.

7. General Provisions.

- A. This agreement shall not be assigned by either party without advance written permission from the other party.
- B. This agreement shall not be revised without the written consent of either party.
- C. If any provision or portion thereof contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. This agreement shall be interpreted and construed in accordance with the laws of the State of California.
- E. Either party's failure to enforce any provision or provisions of this agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this agreement.
- F. This agreement shall constitute the entire agreement between the parties as to the subject matter hereof.

The following Exhibits are attached and made a part of this Agreement by this reference:

Exhibit A	Scope of Work and Schedule
Exhibit B	Cost Schedule and Budget
Exhibit C	Insurance Requirements
Exhibit D	Special Terms and Conditions

Executed by signatures on the dates below.

DISTRICT:

Paradise Recreation and Park District, a California recreation and park district

By: _____ Date: ___/___/___

Daniel S. Efsseaff, District Manager

SUBGRANTEE:

Click here to enter Entity Name., a Click here to enter Type of Business Entity, example, California 501c3 nonprofit organization

By: _____ Date: ___/___/___

Name of Entity's Signatory Authority, Click here to enter Title of Entity's Signatory Authority

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Rev. 08/26/2024

**SUBGRANTEE AGREEMENT
EXHIBIT A – SCOPE OF WORK**

1. DESCRIPTION OF COOPERATION

The District seeks to share funding from the Office of Planning and Research, California Volunteers Neighbor-to-Neighbor Grant with Subgrantee to host Projects aligned with grant goals. The District invites Project proposals from Subgrantees on a quarterly basis for consideration and possible approval. Throughout the term of the grant allowing for Projects to be reimbursed, the District anticipates receiving and possibly approving multiple proposals with Subgrantee. Subgrantee anticipates up to [Click here to enter total number of proposals Entity anticipates seeking funding for during the term of the grant](#) proposals may be approved by District staff and California Volunteers Neighbor-to-Neighbor grant administrators. If [Click here to enter total number of proposals Entity anticipates seeking funding for during the term of the grant](#) events, programs, and volunteer opportunity proposals were approved for funding by District staff and California Volunteers Neighbor-to-Neighbor grant administrators the total cumulative Project expenditures reimbursable through grant funding will not exceed [Click here to enter total not to exceed amount of ALL proposals](#).

If Subgrantee proposals are approved for funding by District staff and California Volunteers Neighbor-to-Neighbor grant administrators, the approved proposal will be added to this Scope of Work.

**SUBGRANTEE AGREEMENT
EXHIBIT B – Cost Schedule or Budget**

The Cooperator will provide services according to the following budget:

Task	Description	Not to Exceed	Due Date
Projects	Up to Click here to enter total number of proposals Entity anticipates seeking funding for during the term of the grant Subgrantee proposals which may be approved on a quarterly basis by District staff and California Volunteers Neighbor-to-Neighbor grant administrators.	Click here to enter total not to exceed amount of ALL proposals cumulatively for all Projects that may be approved for reimbursement.	March 15, 2026
Total Not To Exceed		Click here to enter total not to exceed amount of ALL proposals	

This project will not exceed a total cost of Click here to enter total not to exceed amount of ALL proposals. If Subgrantee proposal(s) is/are approved for funding by District staff and California Volunteers Neighbor-to-Neighbor grant administrators, the approved budget(s) for the proposal(s) will be added to this Scope of Work.

Without limiting Subgrantee's indemnification, Subgrantee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Subgrantee, its agents, representatives, or employees. District shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

1. Worker's Compensation and Employers Liability Insurance: Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

- (1) Each Worker's Compensation policy shall be endorsed with the following specific language: Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Paradise Recreation and Park District".
- (2) Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Subgrantee The District requires a Waiver of Transfer of Rights of Recovery endorsement on CG 24 04.
- (3) Subgrantee shall require all subcontractors to maintain adequate Workers' Compensation insurance.

2. Commercial General Liability Insurance:

A. Commercial General Liability insurance covering all operations by or on behalf of Subgrantee, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

B. The limits of liability shall not be less than:

- (1) Two million dollars (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
- (2) One million dollars (\$1,000,000) for Products-Completed Operations
- (3) Four million dollars (\$4,000,000) General Aggregate

C. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the District as noted above. In no cases shall the types of policies be different.

4. Endorsements: The Commercial General Liability policy shall be endorsed to waive its right of subrogation against the District, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the Subgrantee. The District requires a Waiver of Transfer of Rights of Recovery endorsement on CG 24 04.

Additionally, the Commercial General Liability policy shall also be endorsed with the following specific language:

A. "The Paradise Recreation and Park District, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the Subgrantee, including any excess liability or umbrella form coverage, is primary coverage to the Paradise Recreation and Park District with respect to any insurance or self-insurance programs maintained by the Paradise Recreation and Park District and no insurance held or owned by the Paradise Recreation and Park District shall be called upon to contribute to a loss."

D. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Paradise Recreation and Park District"

5. Automobile Liability Insurance: Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6. Professional Liability Insurance (Errors & Omissions): For certain types of contracts, at the discretion of the District Manager, Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than two million dollars (\$2,000,000).

If Subgrantee sub-contracts in support of Subgrantee's work provided for in this agreement, Professional Liability Insurance for Errors shall be provided by the sub-contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the Subgrantee shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

7. Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the District and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The Subgrantee shall be responsible for all deductibles in all of the Subgrantee's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

8. Subgrantee's Obligations: Subgrantee's indemnity and other obligations shall be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

9. Verification of Coverage: Subgrantee shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by

this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Subgrantee's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

10. Material Breach: Failure of the Subgrantee to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

1. In the event of a dispute, Grantee shall file a "Notice of Dispute" with OPR within ten (10) days of discovery of the problem. Within ten (10) days, the OPR shall meet with the Grantee and Project Representative for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Grantee and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Director or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Grantee to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Subgrantees

Nothing contained in this Agreement or otherwise, shall create any Grantual relation between the State and any subgrantees, and no subGrant shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subgrantees is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subgrantee.

After the Grant agreement has been executed, if there are subgrants valued at \$2,500.00 or more that are needed to be added, then the Grantee must request the addition of subgrantees. The Grantee shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations shall be submitted, or adequate justification provided for the absence of bidding.

D. Stop Work Order

The State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that the State gives Grantee a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. Termination

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Grantee.
2. In the case of early termination, Grantee shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
3. Upon receipt of the invoice, progress report, and data, a final payment will be made to Grantee. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all noncancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.
4. If, after award and execution of the Agreement, the Grantee's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Grantee failing to perform services required by the Agreement in a satisfactory manner.
5. OPR reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Grantee, or immediately in the event of default or material breach by the Grantee.

F. Amendments

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. Amendments must come in the form of a request and be submitted to the Grant Manager for review. The Grant Manager will work with the OPR/CV Grants Office to approve and process the amendment request. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. OPR reserves the right to amend this Agreement through a formal written amendment, signed by the parties, and approved by the Dept. of General Services' Office of Legal Services, if required.
3. A change to the total agreement amount, whether reducing or increasing, would warrant a formal amendment. A change to the term start and end dates, would warrant a formal amendment.
4. Changes of up to twenty percent (20%) of the total dollar amount in this agreement of the existing line items outlined in Exhibit B.1 – Cost Sheet shall be made by providing a written request to OPR before submission of the affected invoice and shall be effective upon written approval from the Grant Manager and California Volunteers. Total costs cannot exceed the maximum grant fund amount set forth in this Agreement. Once effective, the change shall be deemed incorporated into the Grant Agreement.
5. The Grantee may replace the current subgrantee(s) with new subgrantee(s) during the agreement and must provide written request to the Grant Manager stating:
 - Name of new subgrantee(s) who is replacing the current subgrantee(s)
 - Justification of why this new subgrantee(s) is replacing the current subgrantee(s)
 - Scope of responsibility remains the same as the previous subgrantee(s) which this new subgrantee is replacing
 - The subgrantee(s) hours and rates remain the same
 - No new line items shall be added to Exhibit B.1 – Cost Sheet
 - The costs for the new subgrantee(s) shall not, in any shape or form, modify the costs which is already present in Exhibit B.1 – Cost Sheet
 - Funds allocated in Exhibit B.1 – Cost Sheet for the subgrantee(s) is not overspent

A competitive process was done to select a new subgrantee to replace the old subgrantee
6. The Grant Manager will make reasonable efforts to respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including

the reason for the decision.

7. The Grant Manager will make reasonable efforts to process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both Parties' Authorized Signatories or designees have signed the Grant Agreement amendment.

G. Insurance

1. Commercial General Liability

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent Grantees, products/completed operations, personal & advertising injury and liability assumed under an insured Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

The Office of Planning and Research, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this Grant.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subgrantees to complete the Granted scope of work, Grantees shall include all subgrantees as insured under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Grantee.

2. Automobile Liability (if applicable)

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The Office of Planning and Research / Strategic Growth Council, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this Grant.

3. Worker's Compensation and Employers' Liability

Grantee must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Grant. Grantee shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. General Provisions Applying to all Policies

- a) Coverage Term – Coverage needs to be in force for the complete term of the Grant. If insurance expires during the term of the Grant, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Grant.
- b) Policy Cancellation of Termination and Notice of Non-Renewal – Grantee shall provide to the State within five (5) business days following receipt by Grantee a copy of any cancellation or non-renewal of insurance required by this Grant. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Grant upon the occurrence of such event, subject to the provisions of this Grant.
- c) Deductible – Grantee is responsible for any deductible or self-insured retention contained within their insurance program.
- d) Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory to any other insurance carried by the State.
- e) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f) Endorsements – Any required endorsement must be physically attached to all

requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- g) Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the Grant.

H. Force Majeure

Except for defaults of subgrantees, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Grantee arises out of a default of its subgrantee, and if such default of its subgrantee, arises out of causes beyond the control of both the Grantee and subgrantee, and without the fault or negligence of either of them, the Grantee shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subgrantee were obtainable from other sources in sufficient time to permit the Grantee to meet the required performance schedule.

I. Computer Software

Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

J. Ownership of Work and Copyrightable Materials

Any works developed during and/or pursuant to this agreement by Grantee, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State’s exclusive ownership upon termination of this agreement. Grantee further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Grantee’s obligations under this provision shall survive the expiration or termination of this Agreement.

- 1) OPR reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, OPR shall have the sole

and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Grantee and his or her subgrantees hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to OPR.

2) OPR, at its discretion, may grant a nonexclusive and paid-up license to Grantee and his or her subgrantees to use said copyrightable materials. Grantee and his or her subgrantees agree to cooperate with and assist OPR to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.

3) Grantee and his or her subgrantees shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of OPR.

4) Grantee and his or her subgrantees shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of OPR.

5) Grantee's obligations under this provision shall survive the expiration or termination of this Agreement.

K. Confidentiality of State Information

It is expressly understood and agreed that information Grantee receives from State in performing its obligations under this Agreement may be deemed confidential by State.

Therefore, Grantee agrees to:

- 1) Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- 2) Ensure that Grantee's employees, agents, representatives, and independent Grantees are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- 3) Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- 4) Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

L. Confidentiality of Data and Working Documents

- 1) Grantee shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of OPR's Grant Manager.
- 2) Permission to disclose information or documents on one occasion or at public hearings or workshops held by OPR relating to the same shall not authorize Grantee to further disclose such information or documents on any other occasion.
- 3) Grantee shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Grant, or OPR's actions on the same, except to OPR staff, Grantee's own personnel involved in the performance of this Grant, at a public hearing, or in response to questions from a legislative committee.
- 4) Grantee shall require each of its employees or officers who will be involved in the performance of this Grant to agree to the above terms.
- 5) Each subGrant shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

M. Evaluation of Consulting Agreements

Pursuant to Public Grant Code (PCC) Sections 10367 and 10369, the Grantee providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Grant/Grantee Evaluation Sheet (STD. 4), within 60 days after completion of the agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OLS) and a copy sent to the Grantee within 15 days. The Grantee shall have 30 days to prepare a statement defending his or her performance under the Grant and to send it to OPR and DGS/OLS.

N. DVBE AUDIT

Grantee agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Grantee's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Grant Code sections 10115 et. seq. Grantee agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material

that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Grantee further agrees to maintain such records for a period of three years after final payment under this Agreement.

O. DVBE Subgrantee Participation and Reporting Requirements

1. In the event the Grantee committed to provide DVBE subgrantee participation for this Agreement, the Grantee shall comply with their DVBE subgrantee participation commitment throughout the term of this Agreement. In the event this Agreement is amended to increase the maximum Agreement amount, the Grantee shall comply with their DVBE subgrantee participation commitment for the additional amount.

2. Upon completion of this Agreement, the Grantee shall download from www.dgs.ca.gov, complete, sign, and submit to OPR with the final invoice for payment a Prime Grantee's Certification - DVBE SubGranting Report (STD 817) certifying all of the following:
 - a) The total dollar amount the Grantee received under this Agreement.
 - b) This Agreement number and the name, address, and certification ID number of all DVBE subgrantees that participated in the performance of this Agreement.
 - c) The total dollar amount and percentage of this Agreement's total dollar amount the Grantee committed to each DVBE subgrantee.
 - d) The total dollar amount the Grantee paid each DVBE subgrantee.
 - e) That all payments under this Agreement have been made to the DVBE subgrantee(s).
 - f) The actual percentage of DVBE participation that was achieved. Upon request, the Grantee shall provide proof of payment for the work.

3. OPR will withhold \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment, until the Grantee complies with the certification requirements above. In the event the Grantee fails to comply with the certification requirements above, the Grantee shall be allowed to cure the defect after written notice. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the Grantee refuses to comply with the certification requirements above, OPR shall permanently deduct \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment (Military and Veterans Code Section 999.7).

4. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).

5. The Grantee agrees to comply with the rules, regulations, ordinances, and statutes that apply to

the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

P. Replacement of DVBE Subgrantees

1. Per Military and Veterans Code Section 999.5, a DVBE subgrantee may only be replaced by another DVBE subgrantee and must be approved by the Department of General Services (DGS).
2. The Grantee's failure to seek a substitution and adhere to the DVBE participation level identified in the Grantee's bid (when applicable) may be cause for termination of this Agreement, recovery of damages under rights and remedies due to the DMV, and penalties outlined in Military and Veterans Code Section 999.9; Public Grant Code Section 10115.10, or Public Grant Code Section 4110.

Q. DVBE Subgrantee Invoices

To ensure that DVBE participation is applied correctly, all DVBE subgrantee invoices submitted to the Grantee must include this Agreement number.

R. Incompatible Activities

1. Grantee's staff assigned to perform services shall not:
 - a. Participate in a criminal investigation or prosecution.
 - b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to, providing services that could be compensated by OPR.
 - c. Use information obtained performing services under the Agreement for personal gain or the advantage of another person.
 - d. Disclose any confidential information to anyone, including but not limited to: materials labeled as confidential, personal identifiable information, legal and criminal documentation.
 - e. Provide or use the name of persons or records of OPR for a mailing list, which has not been authorized by OPR.
 - f. Represent himself or herself as a OPR employee.
 - g. All confidential information obtained during the performance of this Agreement shall be held in strict confidence and shall not be provided to persons not authorized to receive the information.
 - h. It shall be the Grantee's responsibility to ensure that all staff assigned to provide services

under this Agreement is made aware of and abides by these provisions as stated in this section of Exhibit D, Special Terms and Conditions. If an assigned staff is unwilling or unable to, or fails to abide by these provisions, the staff shall no longer be assigned to perform services in this Agreement and OPR shall not reimburse Grantee for expenditures incurred, including staff salary.

S. Operating Expenses

1. The Grantee may charge expenses to various line-item allocations as part of its operating expenses, including but not limited to: rent, utilities, postage, and telephone. Such expenses are generally identified as “direct costs”.
2. The Grantee shall ensure that expenses that are classified as “direct costs” are not also included in the “indirect cost” or “overhead” categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. OPR reserves the right to deny any expenses that are deemed ineligible by the State.
3. The Grantee shall submit, upon OPR’s request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
4. The Grantee shall submit requests to the Grant Manager or designee via e-mail for review and prior written approval of any budget modification for line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another.

T. Training-Related Reimbursement

1. Grantee shall obtain prior approval from OPR for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. The Grantee shall be required to acknowledge the support of OPR when publicizing the work under the Agreement in any media.
2. All such costs must be disclosed in the Budget of this agreement, include in the amount as stated in Exhibit B, Budget Detail and Payment Provisions. Grantee must submit training requests to the Grant Manager for review and approval prior to taking training. Approval for reimbursement for the requested training is at the discretion of OPR.

U. Travel Reimbursement

The Grantee shall obtain written authorization via email from the Grant Manager or

designee at least five (5) business days prior to any in-state travel for which the Grantee intends to seek reimbursement. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by CalHR. Current travel rates can be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

No out-of-state travel is authorized under this Agreement.

V. Record Retention and Examination of California Auditor

For the purpose of determining compliance with GC section 8546.7, the Grantee and any Subgrantees shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement and documents as stated in Exhibit B, Budget Detail and Payment Provisions. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for a minimum of three (3) years from the date the record is created. The State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Grantee that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

W. Ownership of Work Product and Data – Integrity and Security

1. All work product as a result of the work performed by the Grantee under this Agreement, shall be owned by OPR and shall be considered works made for hire by the Grantee to OPR.
2. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested in OPR and no further agreement will be necessary to transfer ownership to OPR. The Grantee shall furnish OPR all necessary copies of data needed to complete the review and approval process.
3. Grantee shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - a. Encrypt all State-owned data in transit and where existing technology enables encryption at rest, stored on portable computing devices and portable electronic storage media. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules.
 - b. Encrypt, as described above, all State-owned data transmitted from one computing device or

storage medium to another.

c. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals Granted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

d. Notify the Grant Manager within 24-hours of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.

e. Advise the owner of the State-owned data and the OPR Grant Manager of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

f. Grantee shall use the State-owned data only for State purposes under this Agreement.

g. Grantee shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).

h. The Grantee's staff assigned to perform services for OPR must adhere to the following provisions. Staff shall NOT do the following when handle State-owned data:

- Share individual login ID and password with anyone else.
- Walk away from their computer without locking the screen (Ctrl+Alt+Delete}.
- Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- Visit untrusted websites or open any attachments or links from untrusted email.
- Uninstall or disable anti-virus software and automatic updates.
- Install any unauthorized or unlicensed software.
- Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- Disclose any PII information to unauthorized users.
- Send any PII via email. Staff should use encrypted email if they must send email containing PII.

X. Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law.

All primary Grants and sub-Grantees, primary Grantees, and sub-awardees, agree that they have reviewed Executive Order N-6-22 and attest that they are in compliance with it prior to submitting their response to a solicitation, and prior to entering into a Grantual or grant agreement.

OPR will check the Office of Foreign Assets and Controls Sanctions List to ensure entities are not listed. Any entity found not being in compliance with Executive Order N-6-22 shall have their offer automatically disqualified, or Grant or grant voided.

By submitting an offer against a solicitation, the Grantee or Grantee represents that the Grantee or Grantee nor any of its sub-Grantees or sub-awardees are not a target of Economic Sanctions.

Should the State determine the Grantee, sub-Grantees, Grantee or sub-awardees are a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Grantee's bid/proposal any time prior to grant execution, or, if determined after grant execution, shall be grounds for termination by the State. See more at the following hyperlink to the online directory:

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

The EO also directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state Grantees and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

If the total value of this Agreement is valued at \$5 million dollars or more, the Grantee or Grantee agrees to provide report on their compliance with these economic sanctions. This report will be submitted on the Grantee or Grantee's official letterhead and will identify the actions they have taken to ensure compliance with these sanctions, and that the Grantee of Grantee has verified that all of their sub-Grantees or sub-awardees, if any, are also in compliance with these economic sanctions.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Staff Report**October 9, 2024**

DATE: 10/3/2024
 TO: Board of Directors
 FROM: Dan Efseaff, District Manager
 SUBJECT: Butte County Local Hazard Mitigation Plan (LHMP)
 Resolution #24-10-1-544

Report in Brief

The amendment to the General Plan's Health and Safety Element is recommended that will incorporate the most current Local Hazard Mitigation Plan (LHMP) as part of the Health and Safety Element of the General Plan. The LHMP is consulted when addressing known hazards to ensure general health and safety of people within Butte County. The plan may be amended as necessary as understanding or hazards or mitigations change. This action ensures eligibility for disaster relief funding. In 2019, Staff participated in a series of meetings to help craft the county plan and to develop an Annex to address PRPD hazards. The Butte County Board of Supervisors, each agency, CALOES and FEMA approved the [plan](#) in early 2020 and the plan expires at the end of 2024.

Earlier this year, the County and its consultant guided an [update process](#) for the LHMP and annexes and staff participated in the County's Hazard Mitigation Planning Committee (HMPC). Outreach also included a series of community meetings. Because of the Park Fire and other recent events, the County has significant concerns that a gap in the plans could delay or prevent access to state and federal funds and timely adoption of the resolution will assuage those concerns. Background information from FEMA may be found [here](#).

Recommendation: *Approve and adopt resolution as presented.*

Attachments:

- A. Resolution #24-10-1-544

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2024/2024.1009/BOD.LHMP_Staff_Report.24.0927.docx
 10/3/2024



Paradise Recreation & Park District

6626 Skyway
Paradise, CA 95969
Email: info@ParadisePRPD.com
Website: www.ParadisePRPD.com

Phone: 530-872-6393
Fax: 530-872-8619

RESOLUTION #24-10-1-544

A RESOLUTION OF THE PARADISE RECREATION AND PARK DISTRICT BOARD OF DIRECTORS ADOPTING THE BUTTE COUNTY LOCAL HAZARD MITIGATION PLAN

WHEREAS the Paradise Recreation and Park District recognizes the threat that natural hazards pose to people and property within Butte County; and

WHEREAS the Paradise Recreation and Park District has prepared a multi-hazard mitigation plan, hereby known as Butte County Local Hazard Mitigation Plan 2024 in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS Butte County Local Hazard Mitigation Plan 2024, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Butte County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Paradise Recreation and Park District demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Butte County Local Hazard Mitigation Plan 2024.

NOW THEREFORE, BE IT RESOLVED BY THE PARADISE RECREATION AND PARK DISTRICT THAT: In accordance with AB 2140, the Paradise Recreation and Park District Board of Directors adopts the Butte County Local Hazard Mitigation Plan 2024. While content related to Butte County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require Butte County to readopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

BE IT FURTHER RESOLVED, the Paradise Recreation and Park District Board of Directors will submit this adoption resolution to the California Office of Emergency Services and FEMA Region IX

Resolution #24-10-1-544
October 9, 2024
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officials to enable the plan’s final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

THIS RESOLUTION was passed and adopted at a regular meeting of the Board of Directors of the Paradise Recreation and Park District the 9th day of October 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Anderson, Chairperson

Steve Rodowick, Secretary

Staff Report

October 9, 2024



DATE: 10/3/2024
 TO: Board of Directors (BOD)
 FROM: Sarah Hoffman, BOD Clerk
 Dan Efsseff, District Manager
 SUBJECT: Honey Run Covered Bridge Association Update - Temporary Committee

Summary

At the February 2023 meeting, the Board of Directors (BOD) approved of a Memorandum of Understanding (MOU) between Paradise Recreation and Park District (PRPD) and the Honey Run Covered Bridge Association (HRCBA). This MOU expands the explorations of partnership with PRPD to support the rebuild of the Honey Run Covered Bridge and park improvements.

The term of the MOU concludes by June 30, 2025 (with an extension possible). The MOU allows PRPD to provide technical advice, suggestions, and review of conceptual and designs related to park amenities; share potential funding sources and grant opportunities, and support education and conservation goals. Staff and HRCBA members have conferred on a frequent basis to on progress and potential ideas on the bridge management and improvements. One of the main products before the end of the MOU will be a report on the partnership and prospects for future involvement.

HRCBA have met with Staff over the past few months about the exploration of next steps. Staff have been impressed with impressive progress and collaborative communicative spirit of organization members.

Just to provide a sense as to the conversations. some of the ideas explored over the past few months include:

- Define parameters, expectations and deliverables around ownership vs lease options (various ownership and leases options, implications related to insurance and liability of the bridge and park considering options)
- Overall master plan for park approach (including the Development of park on other side of the creek.
- Amenities (New or repaired picnic tables, playground equipment, access/options for parking).
- Improvements and aesthetics (smooth out parking areas, billboard, Zeke's sculpture, concrete blocks and other items scattered around the park).
- Recognition and donation options (Thank you/recognition for donors at the park)
- Explore options for Events
- Long-term Maintenance/Caretaker options
- Revenue Sources.

HRCBA will provide a progress update. The District has provided some help on several of these topics, but with the impressive progress, it appears that an accelerated conversation may be necessary to keep up with progress. Staff feels that it is warranted to establish a temporary committee (workgroup or Ad Hoc) and include BOD members in these informal discussions to aid the discussion in the future, formulate good ideas, and remove some of the staff time burden for other projects over the next few months. Staff recommends that the BOD identify an alternate in case a member cannot attend events or meetings.

Recommendation: Assign two BOD members (and an alternate) to a temporary committee that will terminate with the expiration of the MOU.

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2024/2024.1009/BOD.HRCBA.Temp.Committee.docx
 10/3/2024

Staff Report

October 9, 2024



DATE: 10/3/2024
 TO: Board of Directors (BOD)
 FROM: Sarah Hoffman, Board Clerk
 SUBJECT: Paradise Arts, Theater, and Cultural Hub (PATCH) – Update and Consideration of Funding

Report in Brief

At the February 14, 2024 meeting, the BOD Board approved of an MOU between PRPD and PATCH to

1. Coordinate and collaborate on events;
2. Develop a feasibility report for a potential partnership; and
3. Potentially develop a follow-up agreement.

While there may be a need to answer some of the questions from a District perspective, PATCH has taken key steps to explore the feasibility study of a project facility and has engaged with Webb Management to develop the study (Attachment A) .

The PATCH consists of the following partners exploring the concept to build a multi-use arts and cultural complex in Paradise within the walkable downtown area:

- Center for Spiritual Living-Paradise
- Gold Nugget Museum
- Norton Buffalo Hall Foundation
- Paradise Community Center
- Paradise Gem & Mineral Club
- Theatre on the Ridge

PATCH identified a general location and size (a minimum of two acres in or very near the proposed walkable downtown of Paradise), and an initial programming needs dedicated space for performances, exhibits and functions, gallery and workshop space, and cultural engagement (especially with the Mechoopda).

The District committed staff time toward the original concept of a report to the BOD in 2025, but this should provide much more refined information for any future consideration.

At the September 2024 Finance Committee meeting, PATCH members David Leon Zink and Nicole LaJeunesse presented the Feasibility Study proposal, current funding sources (and the need for additional funds), and answered other questions about the project. Upon reflection, the committee concurred that the funding proposal should be taken to the full board for consideration.

Recommendation: *Approve the funding proposal of \$10,000.*

Attachments:

- A. PATCH Feasibility Study Proposal

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2024/2024.1009/BOD PATCH.Report.24.1003.docx



building creativity

Proposal:

Feasibility Study for the Paradise Arts, Theatre, and Culture Hub

Date: 6/28/2024

CONTACT

Duncan Webb
Webb Mgmt
800 West End Avenue Suite 11A
New York, NY 10025
(212) 929-5040
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webbmgmt.org



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David Leon Zink, Chair
Paradise Arts, Theatre, & Culture Hub
c/o Gold Nugget Museum
PO Box 949
Paradise, CA, 95967

June 28, 2024

Dear Mr. Zink,

Webb Mgmt is pleased to submit this proposal to work with the leadership of the Paradise Arts, Theatre, and Culture Hub to set a course for the development of a multi-organization campus in downtown Paradise, CA.

Our team has worked across the country on projects to understand and maximize the value that arts centers deliver to their communities. We are excited by the opportunity to study the potential of placing cultural organizations and facilities at the center of Paradise's revitalized downtown and to leverage the value of Paradise's existing arts organizations to serve the region as you continue to recover and rebuild following the 2018 Camp Fire.

You'll see that our proposal does not include partner architects, theater planners, or cost consultants. Our approach here would be to conduct our assessment and recommend additional capital consultants only if the outcome of our work requires their expertise. If and when those services are needed, we will work with you to engage additional consultants and ensure that your plan for the future has all of the necessary components.

I hope we will have the opportunity to discuss this proposal and to work with you on this exciting project.

All best,

A handwritten signature in black ink, appearing to read 'Duncan Webb', written over a light blue horizontal line.

Duncan Webb, President, Webb Mgmt
800 West End Avenue, 11A
New York, NY 10025
duncan@webbmgmt.org



Firm Profile

Webb Mgmt is a leading provider of advisory services for the development and operation of cultural facilities, organizations, agencies, and districts. Our 500+ clients include municipalities, colleges and universities, nonprofit arts organizations, community and private foundations, commercial developers, economic development agencies, and various friends of the arts.

Our mission is to advance the arts, entertainment, and events sectors with sound planning and research.

We value:

- A passion for finding **achievable and sustainable strategies** for every assignment, organization, and community.
- The **integrity to pursue the right answer** as opposed to the easy answer.
- A commitment to **collaboration and partnerships**.
- A belief in the positive and **beneficial impacts of the arts and creative industries** on people, communities, and society.

Our work is not intended to sit on a bookshelf, but rather to provide direction, a detailed roadmap, and, oftentimes, a fundraising tool for those charged with turning project concepts into reality. Our firm has provided planning and analysis for arts and cultural projects across North America for over 25 years. Our team, headed by principle Duncan Webb, has artistic and practical experience, as well as formal training in arts administration, programming, business, finance, and research.

Our process is based on a tried and true approach expressed by these principles:

Projects and planning efforts must be as inclusive and open as possible, encouraging all voices to be heard.

In-depth research is critical to any assignment.

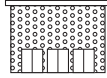
The experience of other communities and organizations provides important insight to any question or assignment.

The only certain factor in any initiative is change.

Altogether, our experience combined with our specific expertise providing objective, research-based projects means that we are very well suited to lead the work outlined in this proposal.



Services



CULTURAL FACILITY DEVELOPMENT & OPERATIONS

One side of our practice is focused on the development and operation of arts, cultural and entertainment facilities.



CULTURAL RESEARCH & PLANNING

The other side of our practice provides research and advisory services to the arts sector.

Needs Assessment: Studies that consider whether and what facilities should be developed, improved or expanded based on market conditions and opportunities.

Business Planning: Plans for the operation of new, improved or expanded facilities that address how they should be programmed, operated, and financially sustained. This work is often completed right after a needs assessment to create a facility feasibility study. Business planning often includes qualitative and quantitative economic impact projections.

Project Development: Advice on specific issues such as financing options, real estate/site evaluation, project team selection and management, operating partnerships, executive search support, operational costing, project management and bridge or start-up programming.

Facility Strategic Planning: Comprehensive strategic plans for existing arts facilities that inform long-range planning with internal and external analyses, strategic direction and the creation of detailed implementation plans.

Operator Selection & Evaluation: Services that identify possible third-party operators, develop and distribute RFPs for potential operators, collect and evaluate submissions from respondents and support contract negotiation and ongoing evaluation.

Research: Primary and secondary organizational and sector-wide research, including audience satisfaction, market penetration and capacity, and programming demand. Services include surveys, focus groups, geo-demographic analysis, ticket buyer analysis and other analytics, mapping and benchmarking.

Strategic Planning: Strategic planning for cultural organizations and facilities addressing capacity building, audience development, earned revenue growth, capitalization, organizational evolution, staff re-organization and board development.

Cultural Planning: Comprehensive community cultural planning addressing community cultural needs, cultural infrastructure, cross-sector collaboration, cultural asset evaluation and mapping, policy development, gap analyses, and funding mechanisms.

Cultural District Planning: Studies to evaluate and specify the need and opportunity for the establishment or formalization of cultural districts, addressing market conditions, the built environment, branding and identity, district management, and funding strategies.

Mergers, Acquisitions & Consolidations: Studies, strategy and ongoing advice on the combination of nonprofit arts organizations.

Executive Counsel: Coaching, executive search, board management, and other short-term assignments including research and advice on an immediate basis to answer specific questions.



Project Team



Duncan Webb

PRESIDENT

DUNCAN@WEBBMGMT.ORG

Duncan M. Webb founded Webb Mgmt to provide management consulting services to the arts and cultural industries and has led the firm since 1997, completing over 500 assignments for the advancement of cultural communities, organizations, and facilities.

Duncan's career in the arts began onstage in a 1969 production of Gilbert and Sullivan's *Patience*. After college, he became a banker, spending seven years in commercial lending and international finance. In 1986, after many years of volunteer work in the arts, he came into the field as a producer of experimental, industrial, and commercial theatre, with such credits as the Canadian premieres of *Changing Bodies*, *Children of a Lesser God*, *Blood Brothers*, *Orphans*, *Marshall Bravestarr* and *Barbie and the Rockers*. He also developed marketing and sponsorship programs for the Canadian premiere of *Les Miserables*.

A Certified Management Consultant (CMC), Duncan has been an active speaker and published writer on arts management and the development, operation and financing of arts facilities. Webb's book "Running Theaters: Best Practices for Managers and Leaders" was the first book ever written on the management of performing arts facilities. It was recently translated into Mandarin and is being used to inform cultural development throughout China. A second edition was published in May 2020.

Duncan is an adjunct professor in the Arts Administration graduate program at Baruch College (CUNY).

Number of Cultural Sector Projects

500+

Years of Experience | Arts Administration

40

Years of Experience | Cultural Facility Planning

30

Years of Experience | Arts Administration Teaching

25

Education

Bachelor's Degree in Economics, University of Western Ontario

Master's Degree in Business Administration, University of Toronto

Key Project Experience

Cultural Facilities Master Plan & Covid-19 Arts Stabilization Plan for the City of Arlington, Arlington, TX

Cultural Infrastructure & Creative Spaces Implementation Strategy, Mississauga, ON

Feasibility Study for Fairfax City Center West Performing Arts Center, Fairfax, VA

Feasibility Study for Performing & Visual Arts Facilities, Howard County, MD

Feasibility Study for an African American Cultural Center, Virginia Beach, VA

Feasibility Study for Cultural & Civic Facilities for Downtown Westminster, Westminster, CO

Cultural Plan Update for the City of Lee's Summit, Lee's Summit, MO

Feasibility Study for Cultural Arts Center, Haverhill, MA

Feasibility Study for Performing & Visual Arts Facilities, The Woodlands, TX

Feasibility Study for Expanded Performing & Visual Arts Facilities at the Goddard Center, Ardmore, OK



Project Team



Stacey Cooper McMath

SENIOR CONSULTANT
STACEY@WEBBMGMT.ORG

Stacey Cooper McMath is an expert in public sector policy, grantmaking, cultural research, and strategic initiatives. She specializes in facilitation, strategic planning, and advisory services for local arts agencies and funders. In 2020 she was named a Women in Power Leadership Fellow by the Belfer Center for Innovation at the 92nd Street Y.

Prior to joining Webb Mgmt in 2022, Stacey served for eight years as Director of the Programs Unit in the New York City Department of Cultural Affairs. She led the agency's grantmaking team in a full equity audit of the \$28M Cultural Development Fund and implemented improvements to New York's competitive funding process. In her policy work she supervised two demographic studies of the cultural workforce in New York City, two reports on the impact of COVID-19 on the agency's constituents, and a data-driven analysis of \$300M in grant funding. She was a collaborator on *CreateNYC*, the City's 2017 cultural plan, and in 2018 she launched the Mayor's Grant for Cultural Impact, supporting dynamic partnerships between government and arts organizations.

Before joining the New York City Department of Cultural Affairs as a Program Officer in 2008, Stacey served as a general manager and management consultant. As the general manager at chashama she worked to transform vacant real estate into artist studios, rehearsal spaces, and film locations. Early in her career she produced theatrical projects for Target Margin Theater, Voice & Vision Theater, Studio 42, and Polybe + Seats.

Stacey has taught in the theater departments at Marymount Manhattan College and Barnard College.

Years of Experience | Arts Administration

20

Years of Experience | Public Sector Grantmaking, Arts Initiatives & Planning

13

Years of Experience | Teaching in Higher Education

10

Education

Bachelor of Arts in American History, Barnard College

Master of Fine Arts in Theatre Management & Producing, Columbia University

Key Project Experience

Strategic Plan for the Clemente Soto Véllez Cultural & Educational Center
New York, NY

Lease Terms Assessment and Equity Audit, City of San Diego Cultural Plan, San Diego, CA

Grantmaking Strategic Redesign and Implementation Plan for Arts in Stark
Canton, OH

Strategic Plan for the Goshen Theater, Goshen, IN

Strategic Plan for the Keene Colonial Theater
Keene, NH

Performing Arts Center Feasibility Study for Osceola County
NeoCity, FL

Operational and Fee Study of the Poway Center for the Performing Arts, Poway, CA

Needs Assessment and Strategic Plan for The Center for Creativity at the Rialto
Westfield, NJ

Business Plan for The Nittany Performing Arts Center,
State College, PA



Project Team



Alli Arnold

PROJECT MANAGER
ALLI@WEBBMGMT.ORG

Alli Arnold offers over a decade of combined experience in arts administration, project management, research, programming, collection management, and strategic planning in the public and private arts sectors.

She has overseen the commissioning of new works in numerous government-owned buildings and mixed-use spaces throughout the New York area. Prior to joining Webb Mgmt, Alli was a manager in the Metropolitan Transportation Authority's Arts & Design Department where she thrived as a primary point of contact between artists and contractors. She balanced the goals of different divisions, took great care to research artists for commissions and exhibitions, and studied the community context for future percent-for-art projects.

Before joining the MTA, Alli worked for the Brooklyn Academy of Music (BAM), a multi-disciplinary arts nonprofit sited in publicly owned buildings. While there, she acted as the project lead for their Robert W. Wilson Public Art Initiative, researching artists for long-term commissions, submitting artwork for public design approval, and overseeing installation plans. In her career, Alli has worked in various programmatic, cultural, fundraising, administrative, and strategic capacities for arts and cultural organizations, successfully implementing programming and development plans.

Alli holds a Bachelors of Arts in Art History and French from Loyola University Chicago and a Masters of Arts in the Connoisseurship of Fine & Decorative Art from the University of Manchester's Sotheby's Institute of Art program in London. She is currently finishing a Masters of Science in Data Analysis & Visualization from the Grad Center at CUNY.

Years of Experience | Arts Administration

12

Years of Experience | Public Sector Arts Programming & Research

7

Years of Experience | Research & Data Analysis

5

Education

Bachelor of Arts in Art History & French, Loyola University Chicago

Master of Arts in the Connoisseurship of Fine & Decorative Art, University of Manchester's Sotheby's Institute Program

Master's of Science Candidate in Data Analysis & Visualization, The Grad Center at CUNY

Key Project Experience

Needs Assessment Study for Performance Facilities, City of Vancouver, WA

Business Planning for the Edina Art Center, City of Edina, MN

Feasibility Study for New Performance Facilities, DuPage County, IL

Strategic Operating Plan for the Collins Center for the Arts at the University of Maine, Orono, ME

Public art project management for Darryl Westly's *Illuminations*, 2022 Long Island Rail Road Westbury Station, Westbury, NY

Public art project management for Teresita Fernandez's *Parados*, 2021 Brooklyn Academy of Music, Brooklyn, NY



Relevant Experience

In 2017, Webb Mgmt was retained to develop a concept and case for a Cultural District in Park City, UT. This effort was conducted in close coordination with the Sundance Institute and Kimball Art Center. Both organizations were in need of new cultural facilities and were seen as anchor tenants for the district.

Working on behalf of the Municipality of Park City, we began by considering the type of programs and facilities that should be included in a new Kimball Art Center, how the Sundance Institute should approach community engagement, what other tenants and programs should be included, and what outdoor and public space opportunities exist. With the partners, we advanced the municipality's goal for the project, which was to understand how each of these components fit together and how the district should be governed and sustained.

Since our initial engagement, Webb Mgmt has been engaged in an advisory role, assisting the municipality, the Kimball Arts Center, and the Sundance Institute to advance the district plan. In this capacity, our familiarity with programming and vision for the district has been useful during architect and design team selection and subsequent planning meetings.

1

Park City Cultural District

PARK CITY, UT | 2017-2020

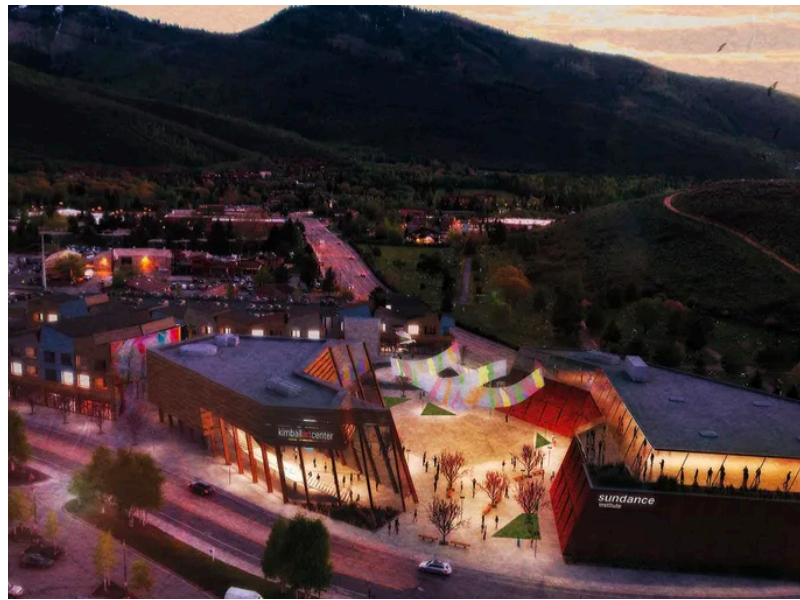


Photo Credit: Park City Magazine



Relevant Experience

In 2008, Webb Mgmt was hired by the North Lake Tahoe Resort Association to develop a cultural facilities master plan for new and/or renovated cultural facilities in the North Lake Tahoe region. This work started with a needs assessment and included the development of a business plan for each recommendation.

The first phase of our work included an in-depth market analysis, an inventory of existing cultural programs and facilities, and interviews with a diverse cross section of representatives from the cultural, political, and business communities. Our conclusions recommended infrastructure, programming, and facilities, including an amphitheater, to serve arts groups, permanent residents, and visitors while complementing existing activities and facilities within the local and regional markets.

In 2013, we were hired by the Tahoe Regional Arts Foundation to consider the viability and operations of a new facility, proposed to include an amphitheater and indoor performance space. In 2017 they invited Webb Mgmt back to update the earlier study. This included a review of the market, including second home owners and visitors, and a revised assessment of the competitive situation.

2

Truckee-North Lake Tahoe Cultural Facilities Master Plan

TRUCKEE, CA | 2008, 2013, 2017



Image courtesy of California Cultural Districts



Relevant Experience

Webb Mgmt was initially hired in 2001 by the Breckenridge Year-Round Performing Arts Center Committee (BYPAC) to consider the feasibility of developing a new performing arts center for Summit County. The study included a needs assessment, looking at key elements of facility demand and supply to reach the three following recommendations:

1. An upgrade of functional attributes at Breckenridge's Riverwalk Center to improve audience amenities and thus increase the facility's revenue potential.
2. Development of a 400-seat theater to serve a number of functions, including dance, music and theater, as well as community gatherings, film screenings and conferences.
3. Conversion of existing property into a regional arts support facility and incubator for community organizations

Webb Mgmt was hired again in 2012 to assess the operations of the upgraded 780-seat Riverwalk Center and the adjacent Breckenridge Arts District (the result of our recommendations on support and incubator spaces), and then to make recommendations on programming, governance, operations, and financial sustainability for both the Riverwalk Center and the district.

The final step in the project was to consider how the Riverwalk Center, the Arts District and other cultural attractions might be programmatically and operationally integrated, and then marketed in a more robust fashion. This led to recommendations on the re-purposing of the existing Welcome Center into a hub for the

3

Breckenridge Riverwalk Center and Arts District

BRECKENRIDGE, CO | 2001 & 2012



Photo courtesy of Breck Blog

expanded Arts District, and more aggressive marketing by the Breckenridge Resort Chamber.



Relevant Experience

Folsom Lake College hired Webb Mgmt to further advance its planning process, creating a strategic business plan that addressed the operations, management, and promotion of the college's new multi-disciplinary arts center and ensuring a smooth transition for its opening February 2011.

The center houses programs that nurture the next generation of performing artists, providing cultural experiences to children, families, and schools and presenting diverse, multi-disciplinary, and high quality performances. The new facility includes an 850-seat multi-purpose performance space, a 200-seat flexible studio theater, and a 100-seat recital hall along with an art gallery and academic and production support space. Total construction costs were \$50 million.

Webb Mgmt developed a business and operations plan that considered and balanced the needs and goals of college leadership, academic program heads, and other potential users. The process included mock scheduling exercises where we worked closely with sets of representatives from academic areas and community groups to test and refine scheduling policies and practices as well as details of facility management, ticketing requirements, equipment fees, and more.

Using all of that information, we developed an operating model and use agreement structure, formulated a facility management plan, confirmed scheduling priorities, developed a staffing plan, and created a detailed pro-forma operating budget to help the college understand how the facility would perform on a financial basis and the level of funding

4

Harris Center for the Arts at Folsom Lake College

FOLSOM LAKE, CA | 2008



Image courtesy of Folsom Lake College

that would need to be secured to supports its operations. The effort also included the development of a preliminary critical path plan and funding strategy.

In February 2011 the center opened as "Three Stages at Folsom Lake College" and by the end of its second full season it had already attracted over 300,000 patrons. In August 2012 the center was named to honor Chancellor Emeritus Brice Harris.



Approach

Our approach to this study is based on key tenets of our work, which we have used with countless arts facilities, community and arts organizations, governments, and foundations around North America.

- **Our approach is rooted in research and analysis.** To us, a planning process must first consider the unique community of which PATCH is a part. Our research will assess challenges related to rebuilding and urban planning, cultural assets, audience demand, organizational and community goals, and competitive positioning. We will also benchmark key aspects of the proposed structures and operations relative to other multi-facility campuses and districts.
- **We believe that collaboration is key to a successful planning process.** Our work will be developed in close collaboration with your diverse key stakeholders. Our process is interactive and iterative, such that by the time the planning is complete, PATCH and its member organizations will have strong understanding and ownership of the assessment.
- **The only thing certain with plans for facilities is change.** Our work for you will be flexible enough to encourage and accommodate new opportunities as they arise. For example, financial assumptions and timelines will be delivered in spreadsheet formats so that your leadership can modify the model as and if factors change.

Proposed Services

Webb Mgmt proposes a two-phase feasibility study. In the first phase, our team will assess community needs and market opportunities for new and/or improved cultural facilities. Then, if that work yields a positive result and there is support and a consensus around emerging facility concepts, we would flesh out those ideas with physical, operational, and financial plans that prepare you for fundraising and provide a clear road-map to advance the project(s). Those two phases could be contracted separately.

Phase One: Needs Assessment

This first phase of work is intended to identify and test emerging ideas for new and improved facilities on the basis of community needs and market opportunities given various supply and demand issues. The work includes the following tasks:

Kick-off Meeting: We will begin the planning process with a kick-off meeting with PATCH leadership. We will finalize the schedule and logistics, including a community engagement strategy.

Individual Interviews/Focus Groups: We will work with PATCH leadership to organize an extensive set of one-on-one and group meetings with a broad cross-section of leaders from



the organizations that comprise PATCH, others in the arts and cultural sector, business, elected officials, recovery experts, educators, tribal leaders, and other stakeholders. Our conversations with local leaders will help us to understand how a set of new facilities for the Norton Buffalo Hall Foundation, the Paradise Arts Center, Theatre on the Ridge, and the Gold Nugget Museum will contribute to the ongoing recovery and growth of Paradise.

Market Analysis: Using relevant local and regional inputs, as well as data from Esri (a market research and data tool), we will analyze the market area in terms of population size, characteristics, and potential, considering the interests of both returning and new residents. We will use American Time Use Survey data to evaluate changes in arts participation in recent years, aligning that data with broader population trends.

Existing Facilities & Competitive Analysis: We will update and evaluate the condition of existing and planned performance facilities in and around Paradise and Butte County, collecting information on facility capacities, facility features, program content, and the quality and availability of existing facilities, all of this to identify gaps and opportunities for the Theater on the Ridge and the Norton Buffalo Hall Foundation. We will also inventory planned and existing galleries, museums, and arts centers to illustrate the landscape and identify opportunities for the Gold Nugget Museum and the Paradise Arts Center.

Audience and User Demand: We will design and administer a community survey to help us understand the desires of potential audiences, facility users, and potential collaborators. The survey will provide opportunities for members of the community to express their interests and preferences for organizations and facilities on the proposed PATCH campus. We will separately survey potential users and renters of proposed facilities to understand their needs and preferences. This data will be combined with what we learned in the interview process to create a demand profile for each of the four organizations on the proposed campus.

Alignment with Local and Regional Goals: We will determine if and how new facilities might play a role in advancing the broader goals of the town and region, including continued recovery, economic development, contributing to a thriving and walkable downtown, and enhancing the quality of life. We will explore the roles to be played by public sector partners such as the Division of Parks and Recreation.

Forces & Trends: We will identify and report on broader issues in the live arts and culture sectors that may have a bearing on the development of new facilities in Paradise, such as trends in arts audiences and consumer behavior, the evolving role of the arts in economic and community development efforts, and the lasting impacts of COVID-19 on the arts sector. We will also look at other communities that have survived major catastrophes and the role played by arts and culture in those recovery efforts.

Conclusions & Recommendations: Based on the analysis described above, we will offer conclusions and recommendations on the viability of new facilities, describing the capacity, form, flexibility, and combination of spaces that should be included in the project to respond to the needs of the partner organizations and various market opportunities. This will also include recommendations on how spaces should be activated.

Presentation & Report: We will deliver the work to date in draft form and meet with PATCH and community stakeholders in a workshop setting to discuss each component of the analysis and then how that work has led to conclusions and recommendations for new facilities. We will incorporate feedback from the workshop and deliver a report on the assessment.



Phase Two: Concept Development

If the first phase of work has led to positive conclusions and recommendations around the development of new facilities in downtown Paradise and there is a consensus around the updated concept, we will propose a second phase of work with physical planning and business planning.

PART ONE: PHYSICAL PLANNING

At this point we would advise and support PATCH as you identify and contract physical planners, including theater and museum planners and architects, to lead this next round of work. We would suggest the following tasks for this group:

Space Program: These consultants should first prepare a functional space program that outlines the types, sizes, quantities, capacities, and general configuration for recommended arts facilities on the PATCH campus. This will also include a discussion of expectations regarding the quality of these spaces, storage needs, specialty programmatic spaces required by the four organizations, and input from the Mechoopda Tribal Council on how the spaces engage with the natural environment.

Massing Diagrams: Physical planners should create a massing diagram that suggests the shape, size, and configuration of recommended spaces as a whole, also confirming the necessary footprint and sustainability considerations for new facilities.

Site Analysis: Physical planners should evaluate the proposed PATCH campus as well as any additional sites identified by community leadership using criteria developed with PATCH and considering acreage, land-use adjacencies, zoning, sewage system planning, access, etc.

Capital Cost Estimate: Physical planners can then develop a preliminary cost estimate for recommended facilities, including the cost of equipment specific to the needs of PATCH's constituent organizations (theater equipment, kilns, glazing equipment, exhibition materials) These could be cost ranges based on regional and recent construction projects, attempting to account for recent fluctuations in construction costs to develop a conservative and dependable set of preliminary estimates.

Presentation & Report: Finally, physical planners can present their work and deliver a report based on feedback from PATCH and community leadership.

PART TWO: BUSINESS PLANNING

While the physical planners are engaged with the work described above, Webb Mgmt. will turn its attention to the development of business plans for recommended facilities, with the following tasks:

Models & Precedents: We will research on other comparable venues around the country to inform the planning process. Key areas of research include governance and operating structures, programming and operating partnerships, space activation, community utilization, and rental pricing mechanisms.

Define Goals & Practices: We will define the vision and operating goals for recommended facilities, covering such areas as community access, cost recovery, maximizing utility, and community benefits.



Activity Profile & Programming Plans: We will prepare activity profiles and programming plans for all recommended spaces, listing types and levels of use by internal programs and external users and then suggesting how that utilization might evolve over time.

Governance Structure: We will make recommendations about the role PATCH and each individual organization play in the development, governance, and management of specific facilities and the overall campus.

Organizational Readiness: We will engage with each of the partner organizations, helping them prepare plans and identify the resources necessary to succeed in new facilities as and when they come online.

Facility Management Plan: We will suggest how recommended facilities should be operated in such areas as scheduling, external rentals, capital planning, ongoing maintenance, financial systems, safety & security, marketing, and food & beverage operations.

Facility Staffing Plan: We will identify staffing requirements with compensation ranges and hiring dates for recommended facilities. We will also provide direction on how to develop volunteer resources to support the operation of recommended facilities.

Pro-forma Operating Budget: We will construct Excel-based pro-forma operating budgets for six years of new facility operations, starting the year before each recommended facility opens. This financial model will include projected operating revenues and expenses, appropriate capital reserves, and the likely result of operations.

Economic Impacts: Using data from the Americans for the Arts' Arts & Economic Prosperity Report 6 and the U.S. Bureau of Labor's RIMS II input/output model, we will forecast the economic impact of new arts and cultural facilities on Paradise and Butte County, including the impacts of facility operations and the ancillary spending associated with audiences of all recommended facilities.

Critical Path Plan: We will create a critical path plan that identifies key steps and milestones related to fundraising, physical planning, and preparations for the operation of recommended spaces.

Report & Presentation: We will review and discuss the findings and recommendations of the second phase of planning work (both physical and business planning) in a workshop setting and deliver a draft report. We will incorporate your feedback and issue a final report that includes both phases of work and all of the supporting plans, budgets, and data.

Community Engagement

This type of planning work requires an engagement plan to collect information necessary to direct the project and also provide key stakeholders with opportunities to participate in the effort. We will work with you to finalize the right engagement strategy as part of the study's kick-off, considering the following elements:

- **Individual & Group Interviews:** As noted, at the beginning of the study process, we will work with the PATCH leadership and stakeholders to determine a



comprehensive cross-section of stakeholders to meet with. Our approach is to invite all voices, including those who have voiced concerns about the project.

- **Public Meetings:** We can facilitate public gatherings during the study to audiences determined by the client team, sharing information on processes, findings, and recommendations. These presentations would invite comments in an accessible, inclusive, and informal setting.
- **Digital Surveys/Engagement:** Again, working with PATCH, we can support the use of web-based survey tools to collect information from study participants and the public. We can also suggest the utilization of other online tools and provide content for those channels.

Report & Deliverables

We will deliver the following information at the conclusion of each phase:

- PDF reports that detail research, conclusions, and recommendations along with an Executive Summary that describes the process and results.
- Research, data, and materials used to analyze the market, the competitive situation for arts programming and facilities in the region, market capacity, and comparable markets.
- A multi-tab Excel-based workbook with detailed pro-forma operating and capital budgets.
- Any survey data, summaries, or other content.

Timeline

We are ready and willing to begin work as soon as notice to proceed is received. We expect the study to unfold over eight months, depending on our ability to access the resources and people needed, schedule meetings, and collect feedback in a timely manner. The timeline on the following page provides additional detail.



Timeline

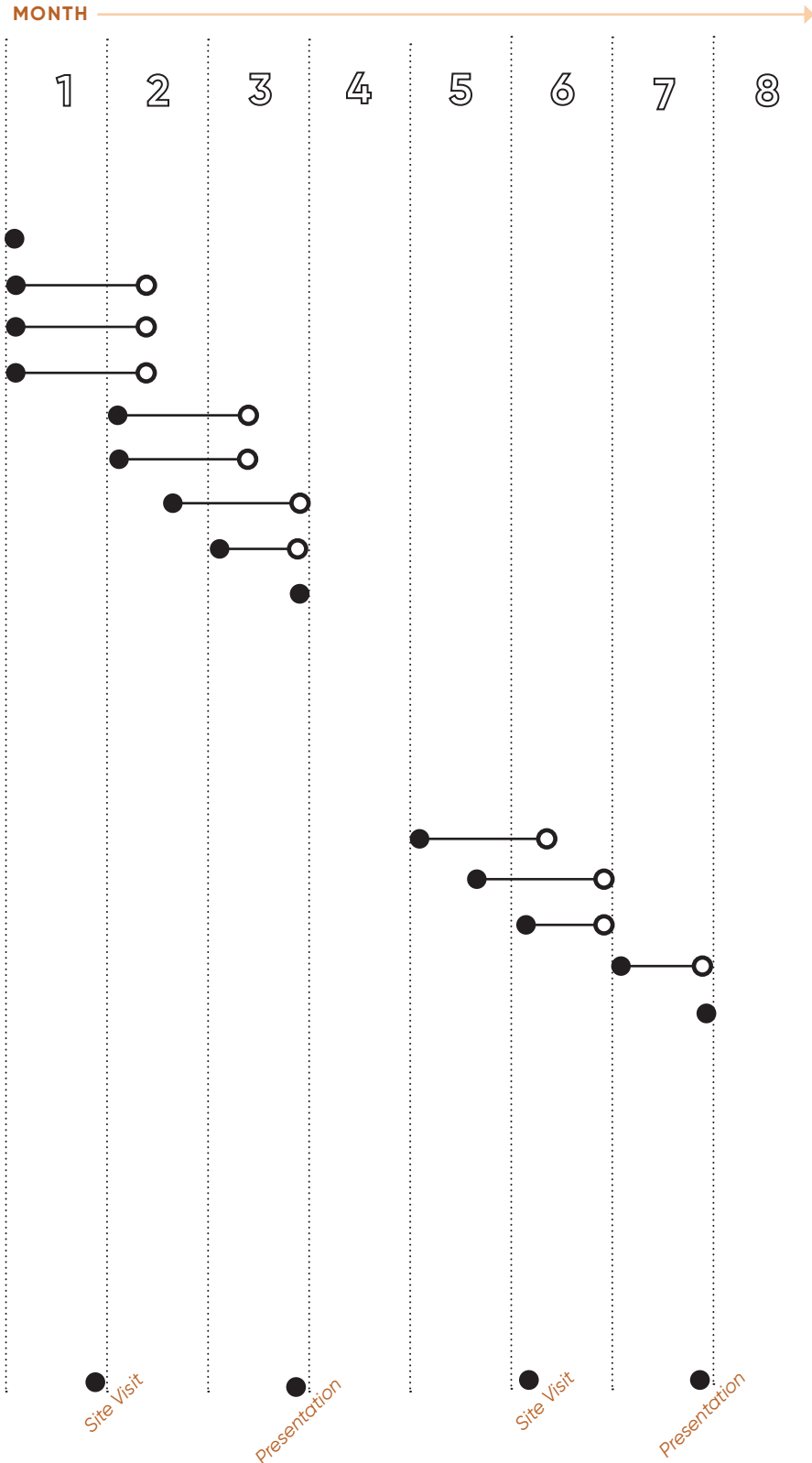
PHASE ONE: NEEDS ASSESSMENT

- Kick-off Meeting
- Individual Interviews/Focus Groups
- Market Analysis
- Existing Facilities & Competitive Analysis
- Audience and User Demand
- Alignment with Local and Regional Goals
- Forces & Trends
- Conclusions & Recommendations
- Presentation & Report

PHASE TWO: CONCEPT DEVELOPMENT

Phase Two, Part One: Physical Planning

- Space Program
- Massing Diagrams
- Site Analysis
- Capital Cost Estimate
- Presentation & Report



SITE VISITS

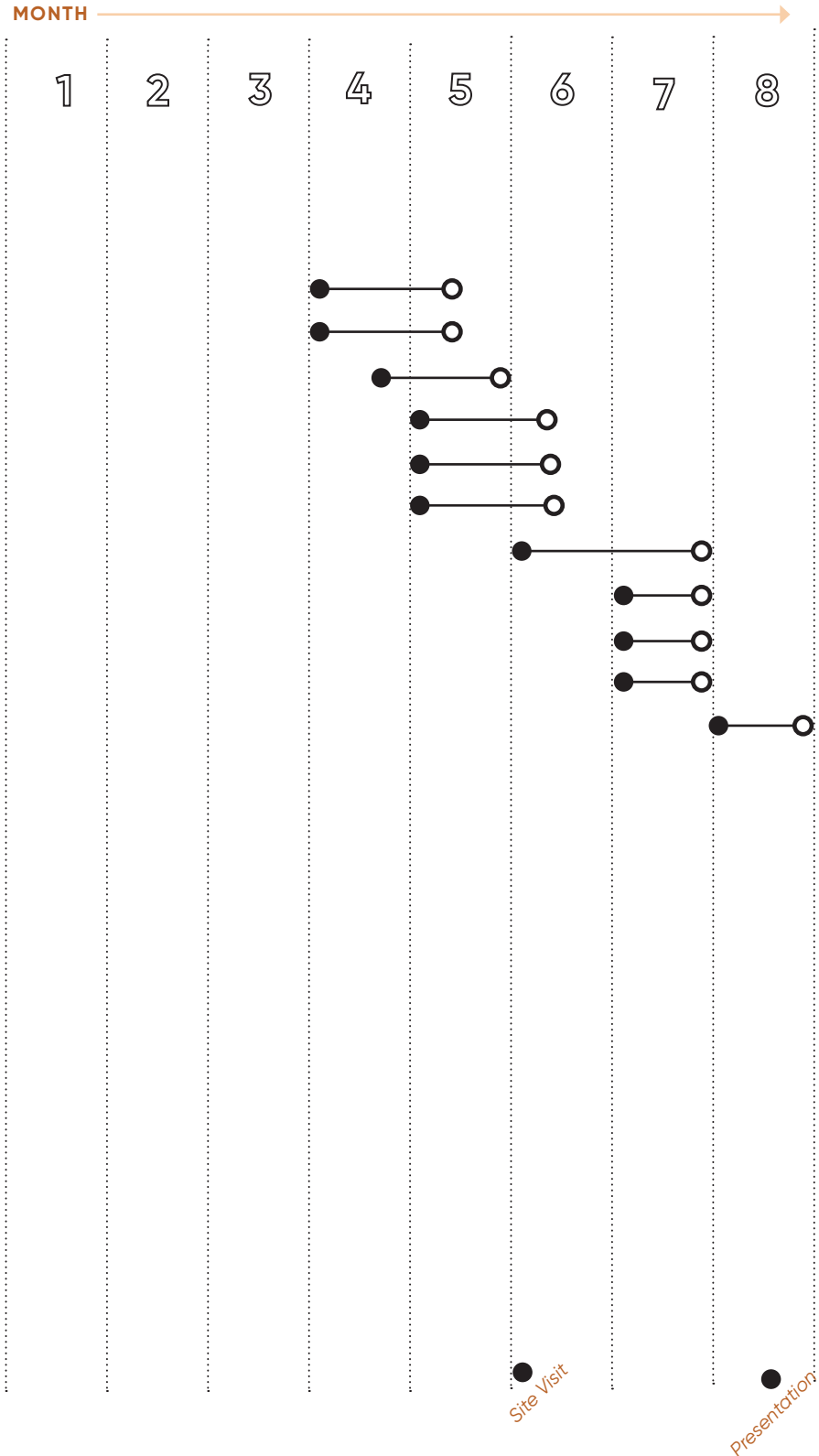


Timeline

PHASE TWO: CONCEPT DEVELOPMENT (CONT.)

Phase Two, Part Two: Business Planning

- Models & Precedents
- Define Goals & Practices
- Activity Profile & Programming Plans
- Governance Structure
- Organizational Readiness
- Facility Management Plan
- Facility Staffing Plan
- Pro-forma Operating Budget
- Economic Impacts
- Critical Path Plan
- Report & Presentation





Fee Proposal

PHASE	FEE	TRAVEL
Phase One	\$35,000	\$4,000 (2 person/trips)
Phase Two		
Physical Planning	TBD	TBD
Business Planning	\$33,000	\$6,000 (3 person/trips)
Professional Fees	\$68,000	
Travel	\$10,000	
TOTAL	\$78,000	

We propose professional fees of \$35,000 and expenses of \$4,000 for the services included in Phase One of this proposal.

We will contract for Phase Two, with professional fees of \$33,000 and expenses of \$6,000, if the outcome of the first phase supports space planning and business development. If we move into Phase Two we will work with you to identify and contract consultants to lead physical planning, including specialists in theater planning if necessary.

Services falling outside of the approved scope will be billed at the following hourly rates:

<i>Duncan Webb</i>	<i>\$225</i>
<i>Stacey McMath</i>	<i>\$175</i>
<i>Alli Arnold</i>	<i>\$125</i>

We bill fees monthly based on the progress of the study. Expenses are billed monthly as incurred with no mark-up. This proposal is valid for a period of 90 days, beginning on the date of issue.

Staff Report

October 9, 2024



DATE: 10/3/2024
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Resolution #24-10-2-545 for the Community Change Grant and Partnership agreement with the Butte County Fire Safe Council (BCFSC)

Summary

The District is exploring funding options to complete the Lakeridge Park Hub. Funded by the Inflation Reduction Act of 2022, the Environmental Protection Agency (EPA) launched a Community Change Grant (CCG) program. The \$2 billion grant program devotes funds to develop projects to address Climate Actions and Pollution Reduction strategies. The program notes Community Resilience Hubs and Nature-Based Solutions as a Climate Action Strategies and requires lead applicants to partner with a Community Based Organization to deliver programs. Over the past few weeks, the District has been working with the Butte County Fire Safe Council to develop fuels reduction projects, and educational workshops for youth and adults on defensible space, fuel reduction, and home hardening to mitigate wildfire risk within Magalia. The proposal will also devote funds to develop the building at Lakeridge Park into a community resilience hub.

Recommendation: A) Approve and Adopt Resolution 24-10-2-545. B) Authorize the District Manager to execute an Agreement Between PRPD and BCFSC contingent upon legal review.

1. Background

In September 2023 the District submitted a proposal with the California Strategic Growth Council (SGC) Community Resilience grant program in partnership with the Butte County Fire Safe Council and Chico State Enterprises Ecotherapy Program. Although the proposal scored well, the SGC restricted funding to only 9 applicants throughout California. Feedback from SGC staff provided encouragement to apply for the EPA CCG program.

The Proposal seeks \$16,562,685 in funding to expand the recreation center in Lakeridge Park to allow it to serve as a community resilience hub, develop fuels reduction projects on the Upper Ridge, and provide public educational workshops on fuels reduction, defensible space, and home hardening in Magalia.

The funded project would provide an additional 8,800 square feet at the planned recreation center for meeting, community, and classroom space: a commercial kitchen, maker space, additional restrooms, individual shower rooms, solar battery backup, high efficiency air filtration HVAC system and a generator. These resilience features will serve residents of the Upper Ridge for generations to come and could be lifesaving during PSPS events, extreme heat or cold, poor air quality days, and during emergencies. During non-emergency days the hub will serve residents everyday resilience needs through programs, classes and events that increase social connections and positive life experiences that better enable people to deal with stress and trauma in a healthy way.

2. Fiscal Impact

This grant program is a reimbursement grant and is a sizeable fraction so the District will need to manage for cash flow (potentially reducing earnings on investment accounts until funds are reimbursed). The construction project is projected to be completed within 16 months.

3. Discussion

The resilience hub in Magalia aligns with the Butte County Upper Ridge Community Plan and is part of the District's Strategic Plan. With climate projections predicting more extreme weather, the resilience hub will serve residents of the Upper Ridge within two years and far into the future. This project will provide generations-long investment into the community we serve.

Attachments:

- A. Resolution #24-10-2-545
- B. Draft Agreement Between PRPD and BCFSC

[https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2024/2024.1009/BOD.Res.#24-10-2-545.Butte.County.Fire Safe.Council.Agreement.Report.docx](https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared%20Documents/_BOD/2024/2024.1009/BOD.Res.#24-10-2-545.Butte.County.Fire%20Safe.Council.Agreement.Report.docx)

10/7/2024



Paradise Recreation & Park District

6626 Skyway
 Paradise, CA 95969
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RESOLUTION #24-10-2-545

RESOLUTION OF THE PARADISE RECREATION AND PARK DISTRICT BOARD OF DIRECTORS APPROVING THE APPLICATION FOR U.S. ENVIRONMENTAL PROTECTION AGENCY CLIMATE JUSTICE COMMUNITY CHANGE GRANT, TRACK I DEVELOPMENT PROJECT FUNDS AND APPLY FOR AND EXECUTE ANY RELATED DOCUMENTS NECESSARY TO ACCEPT THESE GRANT FUNDS

WHEREAS, the U.S. Environmental Protection Agency (EPA), Office of Environmental Justice and external Civil Rights has been delegated the responsibility by the 2022 Inflation Reduction Act to transform disadvantaged communities across the United States into healthy, climate resilient, and thriving communities for their current and future residents. Collectively, these Community Change Grant (CCG) programs will empower communities and their partners to design, develop, and implement multi-faceted community-driven projects to address the diverse and unique needs of disadvantaged communities; and

WHEREAS, the EPA created procedures for applying for CCG funding “...for reducing and preventing pollution, building resilience to climate change and mitigating current and future climate risks, enhancing meaningful involvement in government processes related to environmental and climate justice, expanding access to high-quality jobs and economic opportunity through workforce development, and bolstering community strength by ensuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations.”; and

WHEREAS, the Paradise Recreation and Park District Board of Directors desires to provide citizens of the District with community resilience centers that mitigate the public health impacts of extreme heat and other emergency situations exacerbated by climate change; and

WHEREAS, said procedures established by the EPA CCG program require by resolution the approval of the application before submission of said application to the EPA; and

WHEREAS, successful Applicants will enter into a contract with the EPA to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the Paradise Recreation and Park District Board of Directors hereby: approves the filing of an application for the Lakeridge Park Community Resilience Hub and Wildfire Mitigation accept and execute if awarded; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient readiness to complete the project within three years; and
2. Delegates the authority to District Manager and Assistant District Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
3. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

APPROVED AND ADOPTED by the Board of Directors of the Paradise Recreation and Park District at a meeting held on the 14th day of August 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Anderson, Chairperson

Steve Rodowick, Secretary

PARTNERSHIP AGREEMENT

Between the Paradise Recreation and Park District (Lead Applicant) and the Butte County Fire Safe Council (Statutory Partner)

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (MOA) (“Memorandum”), dated _____, 20__ between the Paradise Recreation and Park District (“Lead Applicant”) an Independent Special District established under the laws of the United States of America with its offices in California, USA represented by District Manager; and Butte County Fire Safe Council (“Statutory Partner”), a California, USA a 501(c)(3) nonprofit organization with its principal place of business in Paradise, California, USA, represented by Executive Director; collectively referred to as “the Partners”.

The Partners wish to work together and in compliance with the following clauses:

II. GOAL

The goal of this agreement is to memorialize basic terms to govern the planning and implementation of the scope of work included in the Environmental Protection Agency Community Change Grant proposal (“Proposal”).

Through this Agreement, the Parties commit to work together to implement the projects identified in the Proposal if funded by the Environmental Protection Agency Community Change Grant (“EPA CCG”). The Parties have developed the projects included in the Proposal with the understanding of the EPA CCG program requirements and are prepared to lead and participate for the term of the EPA CCG.

III. AREAS OF COLLABORATION

Lead Application and Statutory Partner will collaborate on planning and implementation of projects included in the proposal, including nature based solutions, community resilience hub development, and pollution reduction strategies.

In agreement with the terms of this grant, all parties (Lead Applicant, Statutory Partner and Collaborating Entities Statutory Partner and Collaborating Entities), in recognition that this is intended to be a collaborative effort with multiple stakeholders, will work in good faith to fulfill the following terms regarding codes of conduct:

- a. Confirm receipt of correspondence requiring a response within 2 business days;
- b. Labeling correspondence with urgent needs (deadline within 1 business day) with “**URGENT**”;
- c. Creating meeting agendas that specify the required attendees, including only subject matter relevant to each;
- d. Ensuring decision-making processes are brave, safe, accessible and effective;
 - "Brave" refers to the ability to have difficult conversations and confront challenging issues with honesty and transparency, even if it may be uncomfortable or unpopular.
 - "Safe" refers to creating a space where all voices are heard and respected, and where individuals feel comfortable sharing their perspectives without fear of retribution or judgment.
 - “Accessible” refers to ensuring that all communication and decision-making processes are designed to be inclusive and accessible for all community members, regardless of ability. This includes creating information in a way that is easy to understand and accessible for all differently abled needs, such as providing information in multiple formats (e.g. visual, audio, tactile) and languages, and ensuring that meeting spaces and materials are physically accessible. It also involves taking proactive steps to engage with and incorporate the feedback of community members with differing levels of skills and experience in this process, as well as those who have traditionally been excluded from decision-making processes.
 - "Effective" refers to the ability to reach a resolution or decision that is in the best interest of all parties involved, takes timelines and deadlines into consideration, and achieves the desired outcome.

Shared Values

Representatives from the targeted community have developed the following list of values to ensure that the underserved and highly-impacted communities within the project area are treated fairly and that their needs are thoroughly considered in ways that are meaningful to them. The following list is meant to capture the values that committee members adhere to with each other and expect from any trusted partner. In consideration of the long history of environmental racism and colonial violence these communities have endured, voices from historically marginalized communities will be included and centered in the decision-making process. All committee members strive to uphold these values during the decision-making process by committing to:

- a. Anti-racism
- b. Anti-sexism
- c. Anti-ableism
- d. Gender & sexuality inclusivity
- e. Community-based public safety
- f. Restorative Justice
- g. Dismantling structures of oppression
- h. Adopting a trauma informed lens
- i. Community-based practices
- j. Cultural responsiveness
- k. Inter-generationality
- l. Environmental Justice
- m. Altruism

IV. ROLES AND RESPONSIBILITIES OF PARTNERS

LEAD APPLICANT:

Lead Applicant will serve as the Lead Applicant, Grantee. As the Lead Applicant, Lead Applicant commits to all duties and responsibilities corresponding to the Lead Applicant role under the proposal for the term of the EPA CCG. LEAD APPLICANT is fully committed to the goals and requirements of the

Proposal, the requirements of the EPA CCG, and this Agreement and agrees to take all actions necessary to effectuate the requirements of the EPA CCG in accordance with federal requirements.

Lead Applicant's responsibilities include but are not limited to:

- a. Commitment to Statutory Partner and Collaborating Entities
 - i. Ensuring the oversight and execution of deliverables for the EPA CCG by the Statutory Partner and Collaborating Entities;
 - ii. Building and supporting a culture of collaboration and trust between Statutory Partner and Collaborating Entities; and
 - iii. Roles and Responsibilities
 - a. Coordinating all components of the EPA CCG and processing the approval of the Proposal through the EPA as may be necessary or appropriate;
 - b. Overseeing and coordinating the EPA CCG;
 - c. Preparing and disbursing the EPA CCG funds to Statutory Partner and Collaborating Entities through subawards for eligible administration and services upon submission of full and complete disbursement requests, subject to EPA review and approval;
 - d. Submitting all invoices and associated summary reports, and annual reports to the EPA CCG Program staff;
 - e. Participating in regular check-in meetings with EPA CCG Program staff;
 - f. Providing LEAD APPLICANT staff support during the entirety of the grant term; and
 - g. Achieving and monitoring goals and associated indicators as defined by the EPA CCG Proposal, EPA CCG, and EPA CCG Program Guidelines.
 - h. The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - i. The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project.
- b. Governance
 - i. LEAD APPLICANT will serve as the lead administrator of the EPA CCG and will be responsible for the operational and administrative aspects of the grant.

- ii. LEAD APPLICANT will work closely with Statutory Partner and Collaborating Entities to ensure that the EPA CCG Proposal is implemented in accordance with the grant requirements and the EPA CCG Guidelines.

c. Build Equitable Policies & Processes

LEAD APPLICANT recognizes the importance of equity in addressing climate change and will prioritize building equitable policies and processes throughout the EPA CCG term. LEAD APPLICANT, in partnership with Statutory Partner, commits to engaging with communities that have been historically excluded or marginalized in the implementation of the EPA CCG Proposal. LEAD APPLICANT will work to ensure that the benefits of the EPA CCG are distributed equitably, and that those who have been most impacted by climate change are prioritized in the allocation of resources.

To achieve this, LEAD APPLICANT will:

- i. Work with Statutory Partner and Collaborating Entities to engage with community members and local organizations to understand the specific needs and concerns of these communities.
- ii. Work to incorporate equity into the EPA CCG project implementation and ensure that the projects are designed to meet the needs of the community, including those who have been historically excluded or marginalized.
- iii. Work with Statutory Partner and Collaborating Entities to prioritize the hiring and training of individuals from the communities being served by the EPA CCG, to the extent allowable by applicable law.
- iv. Work with Statutory Partner and Collaborating Entities to ensure that the hiring process is transparent and inclusive, and that all candidates have equal opportunities to apply and be considered for the available positions.
- v. Work with Statutory Partner and Collaborating Entities to regularly assess and monitor the impact of the EPA CCG on the community, and to make any necessary adjustments to ensure that the benefits are distributed equitably.

d. Additional Roles & Responsibilities

- i. Communication and Coordination: LEAD APPLICANT will work closely with Statutory Partner and Collaborating Entities and other stakeholders to align on norms for communication expectations, response times, and prioritization of tasks. LEAD APPLICANT will also ensure

clarity of roles and processes, and will facilitate an interconnected collaboration of organizations and individuals involved in the project.

The CCG Grant will be managed by LEAD APPLICANT, with support from Statutory Partner, and will be responsible for implementing the grant, and making efforts to preserve the EPA CCG project area's history and culture, while supporting a healthy and vibrant community.

STATUTORY PARTNER:

Statutory Partner will serve as Statutory Partner. The role of Statutory Partner is to serve as primary liaison and coordinator for the Lead Applicant, Collaborating Entities, and Community Stakeholders.

- a. Commitment to Collaborating Entities:
 - i. In coordination with Lead Applicant, providing support and guidance to ensure the execution of deliverables for the EPA CCG by the Collaborating Entities
 - ii. In coordination with Lead Applicant, building and supporting a culture of collaboration and trust between Collaborating Entities and Community Stakeholders; and
- b. Roles and Responsibilities:
 - i. In coordination with Lead Applicant, coordinating all components of the EPA CCG Proposal and processing the approval of the EPA CCG Proposal through the EPA as may be necessary or appropriate;
 - ii. Leading the coordination between partners and community stakeholders for the EPA CCG Proposal projects;
 - iii. In coordination with Lead Applicant, hiring and managing staff and contractors to oversee and implement the EPA CCG projects.

V. PRINCIPAL CONTACTS

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

VI. PROFITS

There are no anticipated profits as an outcome of this grant agreement other than the allocation of grant funding referenced above.

VII. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party for purposes related to grant deliverable completion, publicity of the grant, community outreach, and procurement and fulfillment of other grants which may fund this work purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

VIII. EFFECTIVE DATES AND AMENDMENTS.

This MOA shall take effect upon signing by both Parties and shall remain in effect for a period of 4 years from that date unless terminated earlier. Neither party may assign or transfer all or any portion of this MOA without the prior written consent of the other party.

The MOA may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOA may only be amended or waived by mutual written agreement by both Parties.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

The Lead Applicant and Statutory Partner agree, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those contained in this partnership agreement.

IX. TERMINATION

Any Party may terminate this MOA and any related agreement, workplan and budget at any time and for any reason by giving 30 days prior written notice to the other Party; provided, however, that in the event Statutory Partner or Collaborating Entity fails to perform any of its obligations under this MOA, Lead Applicant shall have the right to terminate this MOA and any related agreement, workplan and budget immediately upon written notice.

If this agreement is terminated, Lead Applicant will replace Statutory Partner with another Statutory Partner through identification, interviews, and reference checks. This process will be done to ensure the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. Statutory Partner replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6).

If Statutory Partner is replaced, this agreement will be amended to include new partners.

X. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOA does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOA. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All Statutory Partner funds are further subject to Statutory Partner's obligation to expend EPA CCG funds solely in accordance with the agreed upon budget and the line items contained therein.

XI. NO JOINT VENTURE

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XII. MEDIATION, CONFLICT AND DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 30 calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

- a. Non-Binding Arbitration. If the parties are unable to resolve, through the agreed upon Mediation and Conflict Resolution Process, any controversy, dispute, or claim arising under this Agreement, at the request of either party, both parties agree to participate in non-binding arbitration. The arbitration shall be heard by a single arbitrator according to the rules of the American Arbitration Association, and will follow the rules of law, discovery, and evidence as then in effect in the District Court of the State of California, xx, County or as determined by the arbitrator.
- b. Venue. The venue for any proceeding will be Butte County, California.
- c. Costs and Expenses. Each party shall bear its own costs and expenses in any proceedings.

XIII. ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by telefacsimile.

FOR PARADISE RECREATION AND PARK DISTRICT

DATE

Daniel S. Efseaff, District Manager

FOR BUTTE COUNTY FIRE SAFE COUNCIL

DATE

Taylor Nilsson, Executive Director

District Report

Meeting Date: October 9, 2024



DATE: 10/1/2024
 TO: PRPD Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Monthly District Report

Monthly Report

1. Updates

- a. All Staff Meeting – Staff met at Paradise Lake for an offsite staff meeting early in September. Administration staff and Maintenance staff joined the Recreation squad in kayaks for a brief jaunt around the southern portion of the Lake, including a trip around “turtle island”. (Figure 1)

2. Administrative and Visitor Services

- a. Front Office – Things are remaining steady in the front office and all the ladies are actively adding the fall/winter programs into Sportsman.

3. Finance

- a. Routine Reports – Balance Sheet (Attachment A), Year to Date (YTD) Profit & Loss Budget vs. Actual (Attachment B), Monthly Profit & Loss (Attachment C), Investment and Reserve (Attachment D), and Meeder Investment Report (Attachment E), and California Class Report (Attachment F).
- b. Impact Fees - For the month of Sep, the District received a total of \$7,061.02 in impact fees.
- c. Investments –
 - i. Five Star Bank Interest deposits: Investment Money Market = \$2,079.90 and Grant Money Market = \$1,702.44.
 - ii. Tri Counties Bank Money Market: \$1,604.22
 - iii. Meeder Investment: \$109,468.40
 - iv. California Class: \$4,495.15

4. Parks

- a. Lakeridge Park – Crews have cleared the front properties at Lakeridge Park (Figures 2 and 3) and are planning additional work in the next few weeks.
- b. New shop property on Clark Rd. – Maintenance crews have cleared the remaining piece of property where the new Maintenance shop will be located. Once it was cleared, it really allowed the District to get a better perspective of the usage it will provide. (Figures 4 through 6)
- c. Bille Park – Maintenance had to remove a grey pine that was near the upper playground. It was dying and dropping limbs. The tree was in a high traffic area (near the playground) and needed to be removed immediately. (Figures 7 and 8)
- d. TARC Pollination Garden Trail – The trail located at the Terry Ashe Recreation Center on the point should be completed by Johnny Appleseed Days. (Figures 9 through 14)
- e. Moore Rd. Ballpark – We refurbished the flagpole on Ballfield #1. It was severely weathered and nonfunctional. It now has been repainted and all new hardware (Figure 15 and 16)

5. Programs

- a. Ridge Hiking Association - This month's hike was at Lake De Sabla Flumes Trail. The original hike scheduled was at Feather Falls, but the trail is still closed due to repairs after wildfire. 18 hikers joined us for a breezy, cool morning to enjoy what Magalia has to offer.(Figures 17 and 18)

- b. Neighbor-to-Neighbor Kickoff: The District successfully hosted the 'Neighbor-to-Neighbor Kickoff Bash' to celebrate all of the exciting Neighbor-to-Neighbor events that are to come! Over 10 partners set up booths to inform the public on the events, classes, and volunteer opportunities that will be hosted soon. Attendees enjoyed cotton candy, interactive games, different food options, and face painting.
- c. PRES Flag Football – PRPD started a new flag football program at Paradise Ridge Elementary School on September 24. The program will run on Tuesdays and Thursdays after school through the fall. It has been a great turnout so far with 17 children registered for the first day. This is the second youth flag football program with the other one already existing at Pine Ridge Elementary.
- d. Aquatics – The Paradise Pool pump was repaired and back up and running on Monday, September 16 after being down since September 3. Aqua aerobics finished on October 4, and the Paradise High School and Home Tech Charter Swim Teams will continue through November 1.
- e. Slow Pitch Softball – The PRPD adult softball leagues will come to an end with the final championship games on October 9th at the Moore Road Ball Parks. The program had 25 teams playing in five different leagues that started back on June 10th. Hopefully the fields can get some well-deserved rest before little league starts in early spring.
- f. Gear Swap – As part of our Research and Development initiatives to reach diverse special interest groups, staff hosted a musicians gear swap. Community partners Guitar Gear Garage, Paradise Pedal Pawnshop, and Sierra Nevada Guitars each hosted tables and were joined by half a dozen participants that brought enough gear to warrant the use of a table. At one point room A and B at the TARC sounded much like a Guitar Center, with several patrons testing gear they hoped to trade for, simultaneously. (Figures 19 and 20)
- g. Fall Family Fun Fest at Magalia Community Park – Staff were thankful to receive outpours of gratitude from the team at MCP, from the Magalia Community, and the vendors that helped PRPD host a beautiful event. Leaning into inclusivity and age-appropriate activities; the petting zoo, ninja turtle bounce house, and live music complimented the stunning weather and warm greeting by N2N focused staff members. Izzy's also expressed gratitude to PRPD. As the sole food option for the event, they were packed with patrons throughout the day. Interact volunteers and staff enjoyed the youthful vibrance of the participants and their families, ensuring safe play and a friendly atmosphere for all attendees. (Figures 21 and 22)
- h. Kids Free Disc Golf Day – Conceived to seasonally balance the Kids Free Fishing Day, this event was the inaugural collaboration between the South Pines Disc Golf Club and PRPD. Six volunteers from the SPDGC arrived early in the morning to greet the first family of golfers at 8:30 am. Thorough instruction and course modification towards the ability level of the introductory players greeted over a dozen youngsters and their families. PRPD provided the discs and carrying bags, covered the entry for the participants, provided mobile goals/nets, and SPDGC provided the care and instruction for the participants, and the course, of course. Looking to mirror the size of the Kids Free Disc Golf Day in coming years, this viable event will be sure to engage youth from across Butte County as awareness grows in coming years.
- i. Outdoor Education for All – Staff are still awaiting word from the State Parks Grant, which will have a tremendous impact on the future of the Youth Advisory Council. Meanwhile, staff are expecting to onboard another school for field trips through the Healing Trauma Through Nature (HTTN) program, while maintaining relationships with two enrolled schools. "Welcome back" program interest increased in July as staff design three teambuilding experiences for August.
 - i. Elements Youth Advisory Council - Currently recruiting for the next cohort of students, there are currently 10 participants in the program. Staff intend on partnering with pre-existing groups and organizations in order to increase the number of participants on excursions.
 - ii. Healing Trauma Through Nature – Staff have successfully onboarded Hearthstone School and have scheduled 20 field trips for the coming semester between Butte County Community School, Mesa Vista School and Hearthstone.
 - 1) PRPD as Homeschool Vendor – Staff have been approached by parents of students in our summer camp programming to register as a vendor for home school student field trips. Staff are excited to complete our list of services menu in order to clearly communicate program opportunities for students on the Ridge. With the goal of hosting our first homeschool based service in Spring of 25, staff are well on their way towards reaching this goal and meeting strategic plan priorities.
 - 2) Paradise Lake Action - Field trips with Mesa Vista and Butte County Community School are underway with hikes around the Lake and kayaking, while the weather is still warm. 30 participants joined staff on the pristine water for a very special excursion – this was an all-school field trip! Several frightened participants

showed courage in joining the seasoned students as this was their first time on the water. (Figures 23 through 24)

- j. Magalia Movie Night – Staff brought Lilo and Stitch on the 30' projector screen to the same space as the Fall Family Fun Festival – Magalia Community Park! Fifty movie goers watched the family friendly flick while a cool breeze kept the weather comfortable throughout the evening. (See Pic)

6. Outreach and Development

- a. Camp Fire Collaborative Quarterly General Meeting - The District hosted the meeting (9/6/2024) at the Terry Ashe Recreation Center with over 40 attendees. District Manager Efsaef provided a welcome and outlined the variety of programs, parks, and partnerships that the District is working on.
- b. Activity Guide: Distribution of physical copies of the Fall/Winter Activity Guide began in the middle of the month. Staff ordered 300 more copies this year for the abundance of fall events.
- c. Paradise Stronger Wellness Fair – Staff set up a table at Bille park to support the efforts of Paradise Stronger's Wellness Fair. Staff report a low turnout for public participation, with lots of community partners tabling and connecting.
- d. Resource Advisory Council (RAC) – District Manager Efsaef attended an out-of-town meeting to provide input to the Northern California Bureau of Land Management staff.

7. Volunteer Program

- a. Crain Park - Volunteers joined staff this month to work on the native plant walking path. This month's focus was on stump sprout pruning and cutting back overgrown blackberries along the walking path and around native plant species we want to keep. (Figures 25 and 26)

Next volunteer day: October 18 from Noon – 3pm

- b. Moore Road Ball Park - Rescheduled date to October 19 in collaboration with Butte County Climate Action Day. This is a county wide volunteer day organized by California Volunteer to support local climate action projects and PRPD is one of many sites in Paradise, Chico, and Oroville. We will be focusing on black oak pruning (train the leader), and invasive plant removal. Community climate action days are an opportunity for people to work on projects that will protect their communities against the harshest impacts of climate change while improving quality of life and access to green spaces.
- c. Pollinator Garden Planting – Volunteers helped staff plant over 100 native plants in two days at the Terry Ashe Recreation Center to create a beautiful, sustainable space for everyone to enjoy. The pollinator garden is here to support beautification of a third place, and a variety of pollinators. Shout out to maintenance for creating a walking path, irrigation, bench installment, and overall program support! (Figures 27 and 28)
- d. 2024 California Climate Action Corps Fellowship – The Fellowship is a national service program led by California Volunteers and implemented by Bay Area Community Resources dedicated to advancing climate actions that engage community members, cultivate change, and leave a lasting impact. Fellows are placed with a host partner throughout the state for 11 months to mobilize their communities through climate volunteer engagement, climate action and education projects focused on urban greening, organic waste and edible food recovery, and wildfire resiliency. Annalise Thorpe is PRPD's Climate Action Fellow! She just started this month and will be dedicated to helping the volunteer program. (Figure 29).

8. Project Development

- a. Paradise Aquatic Center - Staff is working well with the consultants and the builder on the project. Upcoming tasks include efforts to survey the site (the drone data was inadequate), develop site preparation engineering, building design, and working with the town on permitting. Project is on track to be completed before the next swim season.

9. Upcoming

- a. Paradise Community Center (PCC) - the PCC is making great progress, and they will be providing an update likely in early 2025.
- b. Acquisitions – Staff have been working with landowners on projects in Butte Creek Canyon and Paradise. While both have funding sources aligned, staff will be seeking BOD approval on supplemental funding and landowner agreements.

Photographs



Figure 1. Staff kayaking at the All- Staff meeting/ Appreciation Lunch.



Figure 2. Lakeridge Park Clearing at the old Subway site (before).



Figure 3. Lakeridge Park Clearing at the old Subway site (after).



Figure 4. Clearing at the new shop property (before).



Figure 5. Clearing at the new shop property (after).



Figure 6. Clearing at the new shop property (after).



Figure 7. Maintenance crew members trimmed up a dead tree in Upper Bille Park.



Figure 8. Maintenance crew members trimmed up a dead tree in Upper Bille Park.



Figure 9. Maintenance workers laying gravel at the new Pollinator Garden.



Figure 10. Maintenance workers laying gravel at the new Pollinator Garden.



Figure 11. The new trail at the Pollinator Garden.



Figure 12. The new trail at the Pollinator Garden.



Figure 13. Maintenance workers put a beautiful bench into the Pollinator Garden.



Figure 14. Railing is also going up around the Pollinator Garden.



Figure 15. The flagpole at Moore Road Ballpark was updated by the maintenance staff.



Figure 16. The flagpole at Moore Road Ballpark was updated by the maintenance staff.

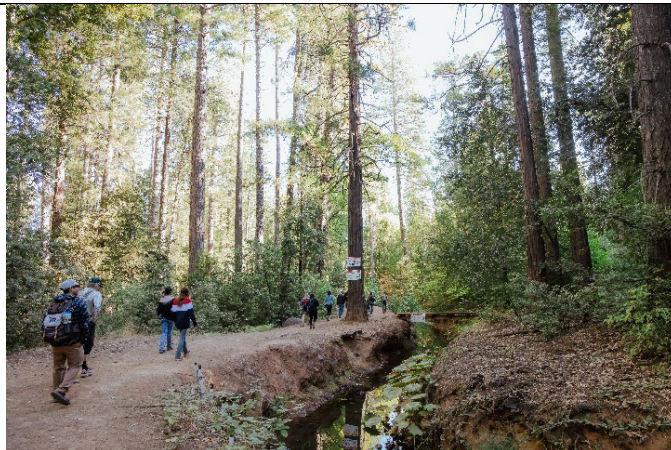


Figure 17. Ridge Hiking Association hiking the Lake De Sabla Flumes Trail.



Figure 18. Ridge Hiking Association hiking the Lake De Sabla Flumes Trail.



Figure 19. Gear Swap at the Terry Ashe.



Figure 20. Gear Swap at the Terry Ashe.



Figure 21. PRPD booth at Fall Family Fun Fest.



Figure 22. Fall Family Fun Fest



Figure 23. Mesa Vista and Butte County Community School kayaking at Paradise Lake.



Figure 24. Mesa Vista and Butte County Community School kayaking at Paradise Lake.



Figure 25. Volunteers joined staff this month to work on the native plant walking path (before).



Figure 26. Volunteers joined staff this month to work on the native plant walking path (after).



Figure 27. Volunteers Planting at the Pollinator Garden.



Figure 28. Volunteers Planting at the Pollinator Garden.

Attachments:

- A. Balance Sheet
- B. YTD Profit & Loss Budget vs. Actual
- C. Monthly Profit & Loss
- D. Investment and Reserve
- E. Meeder Investment Report
- F. California Class Report

https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2024/2024.1009/2024.1009.BOD.District.Report.docx
10/3/2024

10:39 AM
10/02/24
Accrual Basis

PRPD
Balance Sheet
As of September 30, 2024

	Sep 30, 24
ASSETS	
Current Assets	
Checking/Savings	
1001 · 1 Tri Counties Bank Checking	599,428.74
1002 · Mechanics Bank - Operating	72,690.81
1003 · Five Star Bank - Payroll	40,035.05
1005 · Petty Cash	300.00
1008 · North Valley Community Found	3,154.88
1010 · Treasury Cash - 2510	
1011 · General Operating	-206,243.99
1012 · ACO Reserve	606,700.00
1013 · General Reserve	3,000.00
1014 · Deposits held for others	1,000.00
1010 · Treasury Cash - 2510 - Other	20,000.00
Total 1010 · Treasury Cash - 2510	424,456.01
1030 · Investments	
1031 · Five Star Bank Money Market	70,269.68
1032 · Five Star Bank Grant M. M.	204,607.59
1033 · Investment Reserves	
1033.01 · CalPERS 115 Trust	7,172.08
1033.02 · Capital Improvement & Acquisit	10,180,239.81
1033.03 · Current Operations	5,594,596.69
1033.04 · Desig Proj/Sp Use/Grant Match	1,026,574.49
1033.05 · Future Operations	19,689,362.29
1033.06 · Technology	155,514.88
1033.07 · Vehicle Fleet & Equipment	797,574.49
Total 1033 · Investment Reserves	37,451,034.73
1034 · US Bank (Meeder Investments)	1,254.60
1035 · Tri Counties Bank	510,101.86
1036 · California Class	8,851.56
Total 1030 · Investments	38,246,120.02
1100 · Designated Treasury Funds	
1112 · Grosso Endowment-2512	54,619.72
1113 · Grosso Scholarship-2513	5,489.54
1114 · Designated Donations-2514	
1114.1 · Parks & Facilities Donations	10,817.21
1114.2 · Recreation Donations	
1114.3 · Scholarship Donations	10,768.93
1114.2 · Recreation Donations - Other	6,454.35
Total 1114.2 · Recreation Donations	17,223.28
1114.4 · General Donations	23,541.25
Total 1114 · Designated Donations-2514	51,581.74
Total 1100 · Designated Treasury Funds	111,691.00
1119 · Impact Fees	
1120 · Sub Div Fees - 2520	9,910.58
1121 · Park Acqui Unincorp - 2521	44,183.85
1122 · Park Dev Unincorp - 2522	154,078.28
1124 · District Fac Unincorp - 2524	58,551.38
1126 · Park Acqui Incorp - 2526	212,738.19
1127 · Park Dev Incorp - 2527	618,343.77
1128 · District Fac Incorp - 2528	648.03
Total 1119 · Impact Fees	1,098,454.08
Total Checking/Savings	40,596,330.59
Other Current Assets	
1310 · Miscellaneous Receivables	-0.02

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10/02/24

Accrual Basis

PRPD
Balance Sheet
As of September 30, 2024

	Sep 30, 24
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	2.76
1512 · FMV Adjustment-2512	307.34
1513 · FMV Adjustment-2513	31.28
1500 · FMV Adjustments - Other	4,716.38
Total 1500 · FMV Adjustments	5,057.76
Total Other Current Assets	5,057.74
Total Current Assets	40,601,388.33
Fixed Assets	
1710 · Land	1,461,695.91
1715 · Land Development	19,349.00
1720 · Buildings	5,750,913.53
1730 · Furn., Fixtures & Equip (>\$5k)	1,647,158.30
1740 · Vehicles	110,908.61
1798 · Accum Depr - Furn Fixture Equip	-318,381.00
1799 · Accum Depr - Buildings	-4,759,675.77
1800 · Construction in Progress	
1810 · CIP-Planning	
1810.1 · CIP-BSF Park Planning	157,272.27
1810.2 · CIP-Yellowstone Kelly (YK)	19,569.00
1810.3 · CIP-Buffer Study (BRIC)	107,252.13
1810.4 · CIP-OHV Study	3,208.03
Total 1810 · CIP-Planning	287,301.43
1820 · CIP-Acquisition	
1820.1 · Oak & Noble Acquisition (SNC)	33,501.12
1820.2 · Buffer (TNC)	77,664.34
Total 1820 · CIP-Acquisition	111,165.46
1830 · CIP-Development	
1830.1 · CIP-Aquatic Park Lighting	580.01
1830.2 · CIP-State Park Grant (SPPG)	231,052.60
1830.3 · CIP-Per Capita Program (PCP)	36,579.50
Total 1830 · CIP-Development	268,212.11
1840 · CIP-Facility & Park Amenities	
1840.1 · CIP-Paradise Pool Swim Blocks	1,247.17
1840.10 · CIP-GameTime Playground (GT)	1,741.50
1840.4 · CIP-RTGGP Trails Grant	49,635.49
1840.5 · Existing Park Improvements	450,376.63
1840.7 · Recovery Projects	74,653.62
1840.8 · CIP-Rotary Grant (PRF)	14,371.64
1840.9 · CIP-Rural Rec & Tourism (RRT)	100,821.90
Total 1840 · CIP-Facility & Park Amenities	692,847.95
1850 · CIP-Programs	
1850.1 · North Valley Com Found -HTTN	323.04
1850.2 · Elements Grant (CNRA)	103,685.47
1850.3 · Far Northern Grant (FNRC)	19,023.35
1850.4 · Neighbor to Neighbor Grant(NTN)	21,569.80
Total 1850 · CIP-Programs	144,601.66
Total 1800 · Construction in Progress	1,504,128.61
Total Fixed Assets	5,416,097.19
Other Assets	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	369,050.00

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Accrual Basis

PRPD
Balance Sheet
As of September 30, 2024

	Sep 30, 24
Total Other Assets	669,372.00
TOTAL ASSETS	46,686,857.52
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	82,501.16
Total Accounts Payable	82,501.16
Other Current Liabilities	
2100 · Payroll Liabilities	
2120 · Payroll Taxes Payable	-12,258.75
2130 · Health Benefits Payable	-27,088.78
2140 · FSA payable	-441.92
2160 · 457 Retirement Payable	-500.00
2170 · CalPers Payable	43,396.03
2180 · Garnishments payable	-2.50
2190 · Accrued Leave Payable	
2192 · Sick leave payable	17,166.56
2193 · Vacation leave payable	44,205.95
Total 2190 · Accrued Leave Payable	61,372.51
Total 2100 · Payroll Liabilities	64,476.59
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2430 · Deferred Inflow - Pension	18,586.00
2440 · Deferred CIP Revenue	200,000.00
Total 2400 · Deferred Revenue	218,586.00
Total Other Current Liabilities	284,062.59
Total Current Liabilities	366,563.75
Long Term Liabilities	
2700 · FEMA Community Disaster Loan	60,454.95
2805 · CalPers Pension Liability	542,157.00
2806 · OPEB Liability	68,674.00
Total Long Term Liabilities	671,285.95
Total Liabilities	1,037,849.70
Equity	
2030 · Designated for Petty Cash	300.00
3000 · General Fund Balances-2510	
3010 · General Fund Available	291,149.99
3020 · Imprest Cash Reserve	300.00
3030 · General Reserve	3,000.00
3050 · Designated Captial Outlay	606,700.00
Total 3000 · General Fund Balances-2510	901,149.99
3200 · Designated Fund Balances	
3212 · Grosso Endowment-2512	54,619.72
3213 · Grosso Scholarship-2513	5,489.54
3214 · Donations - 2514	77,722.50
3220 · Impact Fees	886,393.39
Total 3200 · Designated Fund Balances	1,024,225.15
3280 · Invest. in General Fixed Assets	3,188,395.18
3900 · Retained Earnings	41,063,246.78
3999 · Opening Balance Equity	-354,580.80
Net Income	-173,728.48

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Accrual Basis

PRPD
Balance Sheet
As of September 30, 2024

	<u>Sep 30, 24</u>
Total Equity	45,649,007.82
TOTAL LIABILITIES & EQUITY	<u>46,686,857.52</u>

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10/02/24

Accrual Basis

PRPD
Profit & Loss Budget vs. Actual
 July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of ...
Ordinary Income/Expense				
Income				
4100 · Tax Revenue	59,638.45	1,186,000.00	-1,126,361.55	5.0%
4200 · Impact Fee revenue	17,937.84	90,000.00	-72,062.16	19.9%
4300 · Program Income	78,266.37	276,000.00	-197,733.63	28.4%
4350 · Concession & Merchandise sales	0.00	1,600.00	-1,600.00	0.0%
4400 · Donation & Fundraising Income	400.12	60,000.00	-59,599.88	0.7%
4500 · Grant Income	171,091.73	1,350,000.00	-1,178,908.27	12.7%
4600 · Other Revenue	552.26	500,000.00	-499,447.74	0.1%
4900 · Interest Income	381,087.97	1,110,200.00	-729,112.03	34.3%
Total Income	708,974.74	4,573,800.00	-3,864,825.26	15.5%
Gross Profit	708,974.74	4,573,800.00	-3,864,825.26	15.5%
Expense				
5000 · Payroll Expenses				
5010 · Wages & Salaries	430,736.76	2,219,700.00	-1,788,963.24	19.4%
5020 · Employer Taxes	33,484.37	117,800.00	-84,315.63	28.4%
5030 · Employee Benefits				
5030.1 · Retired Health Premium Employer	4,170.45			
5030.2 · Admin Fee for Active	73.46			
5030.3 · Admin Fee for Retired	29.69			
5030 · Employee Benefits - Other	74,488.38	560,000.00	-485,511.62	13.3%
Total 5030 · Employee Benefits	78,761.98	560,000.00	-481,238.02	14.1%
5040 · Workers Comp Expense	68,140.00	110,000.00	-41,860.00	61.9%
5060 · Other Personnel Costs	1,798.75	15,500.00	-13,701.25	11.6%
Total 5000 · Payroll Expenses	612,921.86	3,023,000.00	-2,410,078.14	20.3%
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	65.83	3,000.00	-2,934.17	2.2%
5120 · Program Contract Labor	2,532.50	124,000.00	-121,467.50	2.0%
5130 · Program Supplies	5,598.09	51,200.00	-45,601.91	10.9%
Total 5100 · Program Expenses	8,196.42	178,200.00	-170,003.58	4.6%
5140 · Fundraising Expense	0.00	2,000.00	-2,000.00	0.0%
5200 · Advertising & Promotion	520.00	17,500.00	-16,980.00	3.0%
5220 · Bank & Merchant Fees	1,425.41	6,300.00	-4,874.59	22.6%
5230 · Contributions to Others	6,334.00	25,000.00	-18,666.00	25.3%
5240 · Copying & Printing	4,825.84	20,000.00	-15,174.16	24.1%
5260 · Dues, Mbrshps, Subscr, & Pubs	11,070.16	40,000.00	-28,929.84	27.7%
5270 · Education, Training & Staff Dev	489.80	6,700.00	-6,210.20	7.3%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	1,079.11	9,000.00	-7,920.89	12.0%
5284 · Program ET&F	0.00	8,400.00	-8,400.00	0.0%
5286 · Small Tools & Equipment	3,063.39	18,600.00	-15,536.61	16.5%
Total 5280 · Equip., Tools & Furn (<\$5k)	4,142.50	36,000.00	-31,857.50	11.5%
5290 · Equipment Rental	1,947.70	30,000.00	-28,052.30	6.5%
5300 · Insurance	80,172.53	160,600.00	-80,427.47	49.9%
5310 · Interest Expense	127.63	200.00	-72.37	63.8%
5320 · Miscellaneous Expense	0.00	300.00	-300.00	0.0%
5330 · Professional & Outside services				
5332 · Accounting	1,665.84	44,000.00	-42,334.16	3.8%
5334 · Legal	4,792.50	11,000.00	-6,207.50	43.6%
5336 · Engineering	0.00	300,000.00	-300,000.00	0.0%
5338 · Other Prof. & Outside Labor	45,751.47	362,000.00	-316,248.53	12.6%
Total 5330 · Professional & Outside services	52,209.81	717,000.00	-664,790.19	7.3%
5340 · Postage & Delivery	145.52	1,500.00	-1,354.48	9.7%
5350 · Rent-Facility use fees	5,598.50	15,000.00	-9,401.50	37.3%
5360 · Repair & Maintenance				
5361 · Building R&M	231.38	7,000.00	-6,768.62	3.3%

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10/02/24

Accrual Basis

PRPD
Profit & Loss Budget vs. Actual
July through September 2024

	Jul - Sep 24	Budget	\$ Over Budget	% of ...
5362 · Equipment R&M	1,050.01	18,000.00	-16,949.99	5.8%
5363 · General R&M	616.31	7,000.00	-6,383.69	8.8%
5364 · Grounds R&M	3,500.51	65,000.00	-61,499.49	5.4%
5365 · Pool R&M	24,167.20	60,000.00	-35,832.80	40.3%
5366 · Vehicle R&M	827.76	18,000.00	-17,172.24	4.6%
5367 · Janitorial	3,000.68	18,000.00	-14,999.32	16.7%
5368 · Security	522.73	4,000.00	-3,477.27	13.1%
5369 · Vandalism	158.46	2,000.00	-1,841.54	7.9%
Total 5360 · Repair & Maintenance	34,075.04	199,000.00	-164,924.96	17.1%
5370 · Supplies - Consumable				
5372 · Office Supplies	2,214.21	21,000.00	-18,785.79	10.5%
5374 · Safety & staff supplies	716.53	12,000.00	-11,283.47	6.0%
Total 5370 · Supplies - Consumable	2,930.74	33,000.00	-30,069.26	8.9%
5380 · Taxes, Lic., Notices & Permits	3,758.40	34,000.00	-30,241.60	11.1%
5390 · Telephone & Internet	6,712.79	24,000.00	-17,287.21	28.0%
5400 · Transportation, Meals & Travel				
5402 · Air, Lodging & Other Travel	197.23	9,000.00	-8,802.77	2.2%
5404 · Fuel	7,340.01	44,000.00	-36,659.99	16.7%
5406 · Meals	2,322.61	11,000.00	-8,677.39	21.1%
5408 · Mileage & Auto Allowance	0.00	1,000.00	-1,000.00	0.0%
Total 5400 · Transportation, Meals & Travel	9,859.85	65,000.00	-55,140.15	15.2%
5410 · Utilities				
5412 · Electric & Gas	25,390.30	95,000.00	-69,609.70	26.7%
5414 · Water	4,820.10	30,000.00	-25,179.90	16.1%
5416 · Garbage	5,127.26	25,000.00	-19,872.74	20.5%
Total 5410 · Utilities	35,337.66	150,000.00	-114,662.34	23.6%
Total Expense	882,802.16	4,784,300.00	-3,901,497.84	18.5%
Net Ordinary Income	-173,827.42	-210,500.00	36,672.58	82.6%
Other Income/Expense				
Other Expense				
9999 · Misc. Expense	-98.94			
Total Other Expense	-98.94			
Net Other Income	98.94			
Net Income	-173,728.48	-210,500.00	36,771.52	82.5%

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10/02/24
Accrual Basis

PRPD
Profit & Loss
September 2024

	Sep 24
Ordinary Income/Expense	
Income	
4200 · Impact Fee revenue	7,061.02
4300 · Program Income	29,508.68
4400 · Donation & Fundraising Income	145.12
4600 · Other Revenue	492.73
4900 · Interest Income	117,747.59
Total Income	154,955.14
Gross Profit	154,955.14
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	126,577.96
5020 · Employer Taxes	9,854.68
5030 · Employee Benefits	
5030.1 · Retired Health Premium Employer	1,390.15
5030.2 · Admin Fee for Active	22.04
5030.3 · Admin Fee for Retired	8.91
5030 · Employee Benefits - Other	22,113.09
Total 5030 · Employee Benefits	23,534.19
5040 · Workers Comp Expense	34,070.00
5060 · Other Personnel Costs	700.00
Total 5000 · Payroll Expenses	194,736.83
5100 · Program Expenses	
5120 · Program Contract Labor	275.00
5130 · Program Supplies	2,058.01
Total 5100 · Program Expenses	2,333.01
5220 · Bank & Merchant Fees	29.00
5240 · Copying & Printing	479.64
5260 · Dues, Mbrshps, Subscr, & Pubs	6,994.20
5270 · Education, Training & Staff Dev	220.80
5280 · Equip., Tools & Furn (<\$5k)	
5282 · Office ET&F	10.76
5286 · Small Tools & Equipment	734.46
Total 5280 · Equip., Tools & Furn (<\$5k)	745.22
5290 · Equipment Rental	922.00
5310 · Interest Expense	-3.90
5330 · Professional & Outside services	
5332 · Accounting	832.92
5334 · Legal	4,792.50
5338 · Other Prof. & Outside Labor	16,666.82
Total 5330 · Professional & Outside services	22,292.24
5350 · Rent-Facility use fees	1,634.00
5360 · Repair & Maintenance	
5361 · Building R&M	23.77
5362 · Equipment R&M	68.64
5363 · General R&M	40.72
5364 · Grounds R&M	2,152.48
5365 · Pool R&M	4,215.50
5366 · Vehicle R&M	231.66
5367 · Janitorial	211.18
5368 · Security	136.74
5369 · Vandalism	32.91
Total 5360 · Repair & Maintenance	7,113.60
5370 · Supplies - Consumable	
5372 · Office Supplies	781.12

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 Accrual Basis

PRPD
Profit & Loss
 September 2024

	Sep 24
5374 · Safety & staff supplies	320.77
Total 5370 · Supplies - Consumable	1,101.89
5380 · Taxes, Lic., Notices & Permits	10.00
5390 · Telephone & Internet	2,295.92
5400 · Transportation, Meals & Travel	
5402 · Air, Lodging & Other Travel	197.23
5404 · Fuel	2,085.23
5406 · Meals	1,033.00
Total 5400 · Transportation, Meals & Travel	3,315.46
5410 · Utilities	
5412 · Electric & Gas	7,299.95
5414 · Water	200.66
5416 · Garbage	1,425.13
Total 5410 · Utilities	8,925.74
Total Expense	253,145.65
Net Ordinary Income	-98,190.51
Other Income/Expense	
Other Expense	
9999 · Misc. Expense	-9.68
Total Other Expense	-9.68
Net Other Income	9.68
Net Income	-98,180.83

**Paradise Recreation & Park District
Investment & Reserves Report
30-Sep-24**

Summary	Maximum	6/30/2024	FY 2024-2025	FY 2024-2025	9/30/2024	Annual
Reserve Funds	Target	Balance	Allocated	Interest	Balance	Funding Goal
CalPERS 115 Trust	500,000	185,500.47	0.00	1,657.28	187,157.75	30,000
Capital Improvement & Acquisition	25,000,000	9,919,446.72	0.00	88,621.28	10,008,068.00	100,000
Current Operations	8,000,000	8,366,428.43	0.00	74,746.46	8,441,174.89	50,000
Designated Project/Special Use/Grant Matching	1,500,000	784,352.66	0.00	7,007.48	791,360.14	50,000
Future Operations	25,000,000	19,608,816.66	0.00	175,187.03	19,784,003.69	100,000
Technology	150,000	156,870.53	0.00	1,401.50	158,272.03	5,000
Vehicle Fleet & Equipment	1,000,000	784,352.66	0.00	7,007.48	791,360.14	75,000
Total Reserves Funds	61,150,000	39,805,768.13	0.00	355,628.50	40,161,396.63	410,000

Detail	9/30/2024	FY 2024 - 2025 Interest Earned
CalPERS 115 Trust	187,157.75	521.74
Capital Improvement & Acquisition	10,008,068.00	27,899.41
Current Operations	8,441,174.89	23,531.40
Designated Project/Special Use/Grant Matching	791,360.14	2,206.07
Future Operations	19,784,003.69	55,151.71
Technology	158,272.03	441.21
Vehicle Fleet & Equipment	791,360.14	2,206.07
General Operating	1,405,764.54	4,085.85
Sub-Total Reserve Accounts	41,627,070.17	116,043.45
Total Reserve Accounts	37,720,759.73	

Five Star	Beginning Balance	Change	Interest Earned	Ending Balance
Grant Money Market Account	702,905.15	(500,000.00)	1,702.44	204,607.59
Five Star Investment Money Market	552,905.51	*	0.00	554,985.41
Payroll Interest Checking	40,033.35	0.00	1.70	40,035.05
Total Five Star	1,295,844.01	(500,000.00)	3,784.04	799,628.05

Mechanics	Deposits	Checks/Fees
Checking (as of AUG 31, 2024)	72,699.85	-
Total	72,699.85	154.04

Tri Counties	Deposits	Checks/Fees
Money Market (as of Aug 31, 2024)	512,992.79	1,604.22
Checking	488,456.75	70,164.88
Total	1,001,449.54	71,769.10

Total in interest earning accounts	38,592,933.59	119,351.81
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Other Investment Income		0.00
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Total		119,351.81
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*Funds transferred to Butte County for General Funds Operating

Paradise Recreation & Park District's (District) Investment Policy describes the District's commitment to managing risk by selecting investment products based on safety, liquidity and yield. Per California Government Code Section 53600 et. seq., specifically section 53646 and section 53607, this investment report details all investment-related activity in the current period. District investable funds are currently invested in Five Star Bank which meets those standards. That being said, the District's Investment Policy remains a prudent investment course, and is in compliance with the "Prudent Investor's Policy" designed to protect public funds.

Paradise Recreation & Park District - Operating Account

PORTFOLIO SUMMARY

As of August 31, 2024



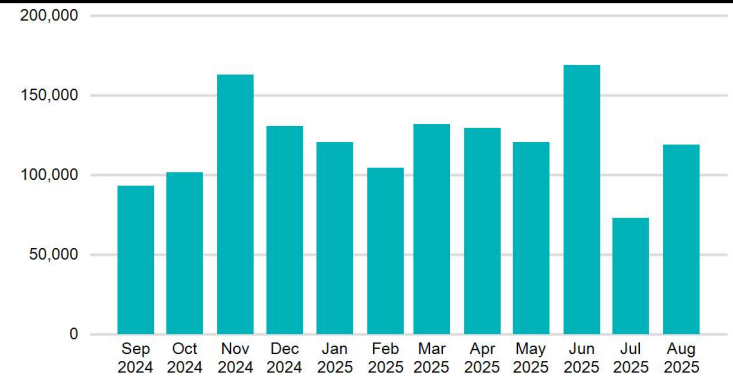
MONTHLY RECONCILIATION

Beginning Book Value	35,402,083.78
Contributions	
Withdrawals	
Prior Month Management Fees	(2,048.26)
Prior Month Custodian Fees	(301.55)
Realized Gains/Losses	68,556.68
Purchased Interest	(3,742.72)
Gross Interest Earnings	47,004.25
Ending Book Value	35,511,552.18

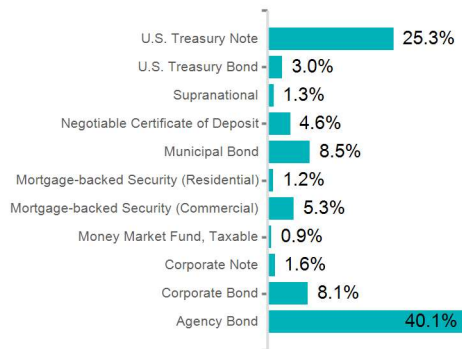
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	4.55%
Portfolio Effective Duration	2.29 yrs
Weighted Average Maturity	2.51 yrs
Weighted Average Life	2.70 yrs

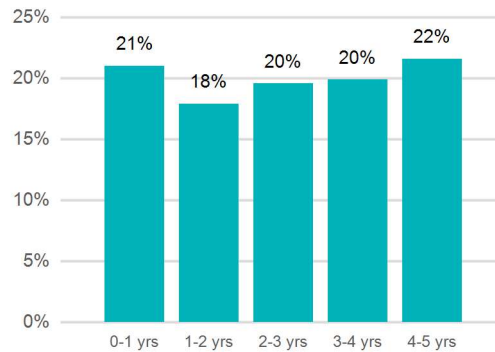
PROJECTED MONTHLY INCOME SCHEDULE



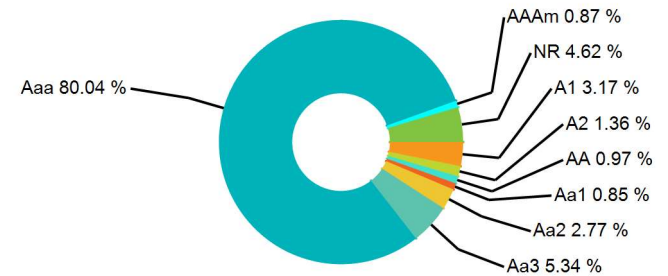
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY





0000073-0000298 PDF 697362

Paradise Recreation & Park District
6626 Skyway
Paradise, CA 95969

California CLASS

California CLASS

Average Monthly Yield: 5.2597%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0077-0001	CC Reserve Fund	1,043,036.39	0.00	0.00	4,495.15	41,447.91	1,043,186.23	1,047,531.54
TOTAL		1,043,036.39	0.00	0.00	4,495.15	41,447.91	1,043,186.23	1,047,531.54