



**Paradise Recreation and Park District
Board of Directors - Regular Meeting**
Terry Ashe Recreation Center, Room B
Wednesday, August 12, 2020, 6:00 pm

Special Notice:

Pursuant to California Governor Gavin Newsom’s Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, the Paradise Recreation and Park District will be closing the Board of Director’s Meeting to members of the public and non-essential District staff.

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to ccampbell@paradisepdp.com before 1:00 p.m. on the day of the meeting and they will be read into the record.

Please use the link to join the webinar: <https://us02web.zoom.us/j/84518561101?pwd=YlBnYlBpM0VMVk4vNzkxd2JXRHQzQT09>
Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma)

Meeting ID: 845 1856 1101 Password: 282411

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

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests:
- 1.4. Special Presentations:
 - A. Ellen Michels, Paradise Animal Shelter Helpers (PASH) - Camp Fire Pet Memorial Project.
 - B. Scott Amick (PRPD Recreation Supervisor) - Overview of the Healing Through Nature Program.

2. PUBLIC COMMENT

3. CONSENT AGENDA

- 3.1. Board Minutes: Regular Meeting of July 8, 2020
- 3.2. Correspondence: None
- 3.3. Payment of Bille/Disbursements (Warrants and Checks Report)
Check #051232 to and including #051427 in the total amount of \$259,991.45 including refunds and/or void checks reported.
- 3.4 Information Items (Acceptance only):
 - A. Safety Committee Meeting Draft Minutes of July 9, 2020

4. COMMITTEE REPORTS

- 4.1. Personnel Committee (Van Roekel/Bellefeuille) – At the July 8, 2020 Board meeting, staff provided an oral report on the July 7, 2020 Personnel Committee meeting. Staff is providing the written report for information only. *Review written report.*
- 4.2. Personnel Committee (Van Roekel/Bellefeuille) - The Committee met on July 28, 2020 to (1) Review revisions job descriptions (Park Maintenance I, II, and III) for Board consideration and possible

approval; (2) Review and potential revisions to Personnel Rule Section 20, Paid Time Off (PTO); and (3) Closed Session under California Government Code Section 54957, District Manager Evaluation and Employment Agreement. *Review written report.*

- 4.3. Finance Committee (McGreehan/Rodowick) The Committee met on August 6, 2020 to review the 2018-2019 independent audit prepared by Holly Pladson, CPA for Board consideration and possible approval. *Discuss oral report.*

5. REPORT

- 5.1. District Report
5.2. Board Liaison reports (Oral Reports)
5.3. Strategic Park Planning/Wildfire Risk Reduction Buffer Study and Next Steps (Presentation)

6. CLOSED SESSION

- 6.1. Pursuant to Government Code Section 54956.8 – Potential interest in real estate negotiations related to potential property located in Magalia and Paradise, CA.
6.2. Pursuant to Government Code Section 54957 – Employment Review, Evaluation, and Consideration of Employment Agreement Amendment – District Manager (Potential action item 8.2).

7. REPORT ON CLOSED SESSION

8. OLD BUSINESS

- 8.1. Sierra Nevada Conservancy Grant – On August 14, 2019, the PRPD Board of Directors (BOD) supported the District application for acquisition of the 1) Noble Park and 2) Oak Creek Park additions. Previous action provided conceptual support for acquisitions in areas adjacent to existing park land, and the Recreation and Parks Committee toured the properties. In June, the Sierra Nevada Conservancy approved funding for the project.

Recommendation: *Accept acquisition funding and authorize completion of 1) Grant Agreement, 2) Payee Data Record Form (STD 204).*

- 8.2. District Manager Evaluation and Employment Agreement Amendment – The PRPD Board of Directors will conduct an evaluation of the District Manager and discuss possible amendment to employment agreement.

Recommendation: *Complete the District Manager annual performance evaluation and approve amendment to the employment agreement.*

9. NEW BUSINESS

- 9.1. Resolution #20-08-1-485 – Proposition 68 Per Capita Grant – Staff recommends the PRPD Board of Directors approve and adopt Resolution 20-08-1-485 to ensure the District is eligible for the Proposition 68 Per Capita Grant Funding allocation of \$177,952.

Recommendation: *Adopt Resolution 20-08-1-485 to allow District Manager or his designee to apply for Prop 68 Per Capita Grant Funding.*

10. BOARD COMMENT

11. ADJOURNMENT

Adjourn to the next regular meeting on September 9, 2020 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.

004713

Paradise Recreation and Park District
Board of Directors Regular Meeting
Terry Ashe Recreation Center, Room B
July 8, 2020

MINUTES

Special Notice:

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, the Paradise Recreation and Park District will be closing the Board of Director's Meeting to members of the public and non-essential District staff.

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Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma)
Meeting ID: 845 1856 1101 Password: 282411

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1. CALL TO ORDER:

The regular meeting of the Paradise Recreation and Park District Board of Directors was called to order by Board Chairperson Al McGreehan at 6:07 p.m.

1.1 PLEDGE OF ALLEGIANCE:

Chairperson McGreehan led the Pledge of Allegiance.

1.2 ROLL CALL:

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

Present via tele-conference: None

PRPD STAFF:

Present: District Manager Dan Efseaff

Present via tele-conference: Assistant District Manager Kristi Sweeney, District Accountant Catherine Merrifield, Park Supervisor Mark Cobb, PRPD Pool Manager, Trish Colwell, PRPD Ice Rink Manager Lorrennis Leeds; Recreation Supervisor Scott Amick; and Administrative Assistant II & Management Colleen Campbell.

1.3 WELCOME GUESTS:

Chairperson McGreehan welcomed the following guests:

Present: District Legal Counsel Jeff Carter

004714

Present via tele-conference: Ellen Michels, PASH; Claudia Lang, Centerville Recreation and Historical Association; Robert Catalano and Teresa Kludt, Honey Run Covered Bridge Association; and Citizen John Stonebreaker.

1.4 SPECIAL PRESENTATIONS: None

2. PUBLIC COMMENT:

Staff reported no public comments were received by the 1:00 p.m. deadline on July 8, 2020.

Ellen Michels of Paradise Animal Shelter Helpers (PASH) requested to be heard. The Board concurred and Chairperson McGreehan welcomed Ms. Michels to address the Board of Directors via teleconference. Ms. Michels requested the Board add her to the August 12, 2020 Board of Directors meeting to present a PowerPoint presentation on the Camp Fire Pets' Memorial for Board discussion and possible approval.

After a brief discussion with Ms. Michels, the Board concurred with this request and directed staff to include this item on the August 12, 2020 agenda.

3. PUBLIC HEARING – FINAL BUDGET

Open Public Hearing

At this time the PRPD Board of Directors will open the Public Hearing for public comment and discussion concerning the 2020-2021 PRPD final budget.

Public Hearing Procedures

a. Staff Report

District Manager Efseaff provided a brief oral summary of the minor changes reflected in the 2020-2021 Preliminary Budget

b. Open Hearing to the Public (3 minutes maximum per speaker)

Chairperson McGreehan opened the public hearing to the public for comments.

Close Public Hearing

Seeing and hearing no public comments, Chairperson McGreehan closed the public hearing and brought the item back to the Board for discussion.

c. Board Discussion

Chairperson McGreehan commented the Board reserves the right to amend the budget and recommended staff provide a mid-year review of the 2020-2021 budget. The Board concurred with Chairperson McGreehan's comments. Seeing and hearing no additional comments Chairperson McGreehan directed the Board's attention to Public Hearing item 3.1 and stated he would entertain a motion.

3.1 Staff recommends the PRPD Board of Directors adopt Resolution #20-07-1-482 adopting the Fiscal Year 2020-2021 final budget for Fund 2510 in the amount of \$2,555,010.00; and funds as detailed in Exhibit B or postpone adopting the final budget until a later date.

004715

MOTION:

Secretary Van Roekel moved that the PRPD Board of Directors approve Resolution #20-07-1-482 adopting the Fiscal Year 2020-2021 final budget for Fund 2510 in the amount of \$2,555,010.00 and funds as detailed in Exhibit B as presented. The motion was seconded by Director Bellefeuille and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

3.2 Staff recommends the PRPD Board of Directors adopt Resolution #20-07-2-483 adopting Fiscal Year 2020-2021 PRPD General Reserves in the amount of \$610,000.00.

MOTION:

Director Bellefeuille moved that the PRPD Board of Directors approve Resolution #20-07-2-483 adopting Fiscal Year 2020-2021 PRPD General Reserves in the amount of \$610,000.00 as presented. The motion was seconded by Secretary Van Roekel and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

4. CONSENT AGENDA**4.1 Board Minutes:****a. Regular Meeting of June 10, 2020****4.2 Correspondence:****a. Butte County Public Health Department Swim Scholarship confirmation for the 2020 Swim Season.**

4.3 Payment of Bills/Disbursements (Warrants and Checks Report) – Payroll Checks and Payables Checks #051089 to and including #051231 in the total amount of \$130,077.14 including reported refunds and void checks.

4.4 Information Items (Acceptance Only): None

Chairperson McGreehan asked if any items should be removed and heard separately. Seeing and hearing none, Chairperson McGreehan stated he would entertain a motion on this item.

MOTION:

Director Rodowick moved to approve the Consent agenda as presented. The motion was seconded by Vice Chairperson Anderson and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

5. COMMITTEE REPORTS:**5.1 Finance Standing Committee (McGreehan/Rodowick)**

The Committee met on June 25, 2020 to (1) Review Investment Strategy; and (2) in Closed Session pursuant to California Government Code Section 54956.9 – Potential Litigation – Action vs. PG&E for Camp Fire Losses.

Committee Chairperson McGreehan summarized the written report presented to the Board, reporting the Committee reviewed the District Investment Policy and concurred the policy is currently sufficient and appropriate, and recommended the Committee and staff review the policy a minimum of once each year to ensure any deficiencies in the policy are identified and corrected.

Further, Committee Chairperson McGreehan reported the Committee reported on Closed Session that staff dialoged with Committee members regarding the status of the PG&E settlement and further gave direction to staff regarding investment strategies. The Committee also recommended drafting investment strategies for possible Board approval at an emergency Board meeting, if necessary.

Board Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan asked the Board if there were any comments. Again, seeing and hearing none, Chairperson McGreehan stated he would entertain a motion on this item.

MOTION:

Director Bellefeuille moved to accept the Finance Committee Report of June 25, 2020 as presented. The motion was seconded by Secretary Van Roekel and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

5.2 Personnel Standing Committee (Van Roekel/Bellefeuille)

The Committee met on July 7, 2020 to (1) Review revisions to job descriptions for recommendation to the full Board of Directors for consideration and possible approval; and (2) in Closed Session pursuant to California Government Code Section 54956.7 – Employment Review, Evaluation, and Consideration of Employment Agreement Amendment – District Manager.

Committee Chairperson Van Roekel provided an oral report stating the Committee reviewed revisions to job descriptions and directed staff to make additional revisions and present these at the next Personnel Committee meeting for consideration.

Further, Committee Chairperson Van Roekel reported that the Committee will provide a report in Closed Session regarding the District Manager employment review, evaluation, and consideration of employment agreement amendment.

Board Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan asked the Board if there were any comments. Again, seeing and hearing none, Chairperson McGreehan stated he would entertain a motion on this item.

MOTION:

Director Rodowick moved to accept the Personnel Committee Report of July 7, 2020 as presented. The motion was seconded by Vice Chairperson Anderson and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

6. REPORTS

6.1 District Report.

District Manager Efseaff provided a brief oral report on the following:

- **District Response to COVID-19** – The District is abiding by the recommendations set forth by the County of Butte and the State of California. The District is complying with all COVID-19 protocols for programming, and all staff are following the guidelines set forth by the Butte County Department of Health. Parks currently remain open and will monitor facility use and abide by local, state and federal guidelines.
- **Paradise and Concow Pools Reopen** – Staff developed a Worksite Safety Plan for each location and trained staff supervisors on COVID-19 prevention and associated protocols. Capacity at both locations has been reduced to allow for social distancing.
- **Programming** – Staff summarized current programs, i.e., Summer Camp, Summertime Tots/Tot Soccer, and the upcoming Pinewood Derby scheduled for July 23, 2020.

After a brief discussion, the Board concurred to receive this report as presented.

6.2 Board Liaison Reports (Oral)

- Director Bellefeuille – None
- Director Rodowick – None
- Director Anderson – None
- Director Van Roekel – None
- Chairperson McGreehan – Reported there was no LAFCO meeting in July.

7. CLOSED SESSION

The Board concurred to hear Closed Session and subsequent Report on Closed Session at the conclusion of New Business, item, 10.3 – Ice Rink Report

004718

9. OLD BUSINESS

9.1 **Paradise Unified School District (PUSD) Swim Pool Usage Agreement – The PRPD Board of Directors will consider the approval of the PUSD Swim Pool Usage Agreement and authorize the District Manager to sign the agreement on behalf of the District.**

The Board had open dialog with staff concerning the language in the agreement, such as the distribution of supplies, designated water temperature, and the absence of indemnification language.

The Board concurred the agreement should be updated and directed staff to complete this revision, allowing for District legal counsel review.

Chairperson McGreehan asked if there was any public comment. Seeing and hearing none, Chairperson McGreehan brought this item back to the Board and stated he would entertain a motion on this item.

MOTION:

Vice Chairperson Anderson moved to approve the agreement with the caveat that the changes discussed will be incorporated into a standardized format, allowing for District legal counsel review prior to finalization and further authorized the District Manager to sign the agreement on behalf of the District. The motion was seconded by Director Rodowick and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

10. NEW BUSINESS

10.1 **Centerville Recreation and Historical Association (CRHA) -- Staff recommends the PRPD Board of Directors authorize the District Manager to complete the agreement with the Association concerning the District's continued funding support in the amount of \$4,500.00 for Fiscal year 2020-2021**

Assistant District Manager Sweeney summarized the written information presented to the Board stating the District has provided ongoing financial support to the Association to subsidize facilities and programming within District boundaries where the District lacks its own facilities and programs. Though the District has had an understanding with the Association that it would provide programming and events that the District could advertise in the District Activity Guide there was never an agreement in place to define the expectations between the District and the Association. Staff has drafted an agreement to formalize the understanding of financial support and expectations of programming and/or events that the Association would host on behalf of our community. With Board approval, staff will finalize the agreement with the Association to memorialize the mutual benefit of this collaboration.

The Board had open dialog with Centerville Recreation and Historical Association representative Claudia Lang concerning the written report provided to the Board and the agreement presented for possible approval. Ms. Lang indicated the Association reviewed the agreement and were in favor of executing the agreement on behalf of the Centerville Recreation and Historical Association.

Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan brought this item back to the Board for discussion.

004719

Chairperson McGreehan provided the Board with a history of the District's funding support for the Association, suggesting the Board consider a funding increase for fiscal year 2020-2021.

The Board had open dialog with staff concerning revising the agreement to be in line with a District standardized format with District legal counsel review.

Seeing and hearing no additional comments from the Board, Chairperson McGreehan stated he would entertain a motion on this agenda item.

MOTION:

Secretary Van Roekel moved to (1) authorize the District Manager to draft a standardized agreement allowing for District legal counsel review and sign the agreement on behalf of the District; and (2) increase the District's funding contribution to the Centerville Recreation and Historical Association to \$5,000.00 for fiscal year 2020-2021, to be paid quarterly in equal installments. The motion was seconded by Vice Chairperson Anderson and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

10.2 Honey Run Covered Bridge Association (HRCBA) – Staff recommends the PRPD Board of Directors authorize the District Manager to complete the agreement with the Association concerning the District's continued funding support in the amount of \$4,500.00 for Fiscal year 2020-2021

The Board had open dialog with HRCBA representative Robert Catalano concerning the progress with rebuilding the Covered Bridge.

Mr. Catalano indicated the Association reviewed the agreement and were in favor of executing the agreement on behalf of the Honey Run Covered Bridge Association.

Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan brought this item back to the Board for discussion.

After a brief discussion the Board concurred the standardized agreement and funding will be the same as the Centerville Recreation and Historical Association.

Seeing and hearing no additional comments from the Board, Chairperson McGreehan stated he would entertain a motion on this agenda item.

MOTION:

Chairperson McGreehan moved to (1) authorize the District Manager to draft a standardized agreement allowing for District legal counsel review and sign the agreement on behalf of the District; and (2) increase the District's funding contribution to the Honey Run Covered Bridge Association to \$5,000.00

for fiscal year 2020-2021, to be paid quarterly in equal installments. The motion was seconded by Director Rodowick and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

Chairperson McGreehan directed the Board to a short recess at 7:59 p.m.

Chairperson McGreehan reconvened the Public Meeting at 8:08 p.m. and the Board concurred to hear New Business, item 10.4 at this time.

10.4 Resolution #20-07-3-484 Local Agency Investment Fund (LAIF) – Authorize staff to open an interest-bearing account with Local Agency Investment Fund (LAIF) and sign necessary documents on behalf of the District. This action follows previous actions to improve and diversify District investment options.

Assistant District Manager Sweeney summarized the written documentation presented to the Board indicating this was a continuation of direction the Board gave to staff at the June 12, 2019 meeting whereas the Board of Directors authorized staff to:

1. Develop a resolution and open new accounts with Five Star Bank
2. Develop a resolution and open CAL TRUST accounts; and
3. Develop a Financial Investment Policy for Board consideration.

Further, Assistant District Manager Sweeney stated due to the limitations on FDIC accounts, the District would like to further diversify its investment portfolio beyond Five Star and CAL TRUST by opening a LAIF account. The Board had open dialog with staff concerning the benefits of establishing an account with LAIF.

Seeing and hearing no further comments from the Board of Directors, Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan stated he would entertain a motion on this agenda item.

MOTION:

Director Bellefeuille moved to approve and adopt Resolution #20-07-3-484 authorizing staff to open an interest-bearing account with the Local Agency Investment Fund (LAIF) as presented and authorize the District Manager or appointed agent to sign the necessary documents on behalf of the District. The motion was seconded by Vice Chairperson Anderson and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

10.5 Replace Paradise Pool Swim Blocks – Staff requests Board of Directors consideration to utilize additional funds to replace the concrete deck, anchors, and swim blocks at the Aquatic Park Swim Pool.

004721

Assistant District Manager Sweeney summarized the written report presented to the Board. She stated the existing swim blocks are beyond their useful life and need replacement. The District, Paradise Unified School District, and the Paradise Piranhas Swim Team agreed to equally share the cost of the new blocks with District installation. Staff requests Board of Directors consideration for additional funds to replace the concrete deck and anchors at the Paradise Pool.

The Board concurred with staff's request and Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan stated he would entertain a motion.

MOTION:

Director Rodowick moved to authorize the District Manager to utilize a combination of donations, impact fees, and general funds monies to pay for the cost of replacing the concrete deck, anchors, and swim blocks at the Paradise Pool. The motion was seconded by Secretary Van Roekel and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

10.3 2019-2020 Draft Ice Rink Report – Staff will present an overview of the 2019-2020 Ice Rink operations and provide considerations for the 2020-2021 season including COVID-19 restrictions.

The Board commended staff for their efforts in securing donations and sponsors during the 2019-2020 ice rink season and had open dialog with staff concerning the 2020-2021 season and how the District would operate the event under the current COVID-19 restrictions.

The Board had open discussion with staff on the status of the Butte County school schedule in the fall, the required reduction of participants to allow for social distancing under COVID-19 protocols, the uncertainties moving forward at this time, and what direction would be best for the District overall.

The Board concurred that in lieu of the ice rink the District offer a winter festival, utilizing prior ice rink staff and seeking sponsors to participate in the event.

Chairperson McGreehan asked if there were any comments from the public. Seeing and hearing none, Chairperson McGreehan stated he would entertain a motion.

MOTION:

Director Bellefeuille moved that the District postpone the ice rink program for the 2020-2021 season and offer a community winter festival event utilizing prior ice rink staff and encouraging event sponsors to partner with the District. The motion was seconded by Director Rodowick and carried unanimously with 5 ayes.

ROLL CALL VOTE:

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

004722

Chairperson McGreehan directed the Board to Closed Session at 9:02 p.m.

7. CLOSED SESSION

- 7.1 Pursuant to Government Code Section 54956.9 – Conference with legal counsel – Potential Litigation – Action vs. PG&E for Camp Fire Losses.**
- 7.2 Pursuant to Government Code Section 54956.9 – Conference with legal counsel – Potential Litigation – Gilbert vs. PRPD.**
- 7.3 Pursuant to Government Code Section 54957 – Employment Review, Evaluation, and Consideration of Employment Agreement Amendment – District Manager.**

8. REPORT ON CLOSED SESSION

Chairperson McGreehan reconvened the Public Meeting at 11:25 p.m. and reported District legal counsel and staff apprised the Board on items 7.1 and 7.2. Further, Chairperson McGreehan reported the Board gave direction to the Personnel Committee to finalize the agreement in item 7.3

10.6 District Manager Evaluation and Employment Agreement Amendment – The PRPD Board of Directors will conduct an evaluation of the District Manager and discuss possible amendment to employment agreement.

Chairperson McGreehan reported the Board gave direction to the Personnel Committee (Van Roekel/Bellefeuille) to finalize the District Manager employment agreement amendment as discussed in Closed Session 7.3.

11. BOARD COMMENT: None

12. ADJOURNMENT:

Seeing no further business, the regular meeting of the Paradise Recreation and Park District Board of Directors was adjourned at 11:28 p.m. by Chairperson McGreehan until the next regular Board meeting scheduled on August 12, 2020 at 6:00 p.m. in Conference Room B, at the Terry Ashe Recreation Center,(6626 Skyway, Paradise, California).

Al McGreehan, Chairperson

Julie Van Roekel, Secretary

PARADISE RECREATION & PARK DISTRICT
COUNTY MONTHLY CHECK REGISTER

Fund 2510

July

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

051232-051271	7/1/2020		Payroll Summary	25,034.82	0.00	0.00	25,034.82	

051291-051327	7/15/2020		Payroll Summary	32,191.31	0.00	0.00	32,191.31	

051374-051409	7/29/2020		Payroll Summary	25,579.25	0.00	0.00	25,579.25	

051269	7/3/2020		ACH STATE PR TAX	690.81			690.81	
051270	7/3/2020		ACH FED PR TAX	6,182.94			6,182.94	
051272	7/2/2020		VOYA INSTITUTIONAL TRUST CO	275.00			275.00	
051273	7/2/2020		NICHOLAS HARRIS		300.00		300.00	A
051274	7/2/2020		J ROSS PARRELLI		300.00		300.00	A
051275	7/2/2020		JAMIE LAVIGNE		581.00		581.00	Refund
051276	7/2/2020		SUSIE HEFFERNAN		500.00		500.00	B
051277	7/2/2020		BUTTE COUNTY		1,273.75		1,273.75	
051278	7/2/2020		CHICO ENVIRONMENTAL		4,000.00		4,000.00	
051279	7/2/2020		EDDIE BARRAZA		300.00		300.00	A
051280	7/2/2020		AT&T		192.86		192.86	
051281	7/2/2020		J C NELSON SUPPLY CO		4,430.22		4,430.22	
051282	7/2/2020		SUNBELT RENTALS		1,248.11		1,248.11	
051283	7/2/2020		AT&T		591.48		591.48	
051284	7/2/2020		OFFICE DEPOT		329.38		329.38	
051285	7/2/2020		COMPUTERS PLUS		115.00		115.00	
051286	7/2/2020		CHICO STATE ENTERPRISES		3,883.85		3,883.85	
051287	7/2/2020		CRAIG WAGNER		200.00		200.00	
051288	7/10/2020		ACH CALPERS	140.15			140.15	
051289	7/10/2020		ACH CALPERS	11,130.71			11,130.71	
051290	7/10/2020		ACH CALPERS	3,561.84			3,561.84	
051328	7/17/2020		ACH STATE PR TAX	1,160.14			1,160.14	
051329	7/17/2020		ACH FED PR TAX	8,603.70			8,603.70	
051330	7/17/2020		THOMAS ACE HARDWARE		3,283.03		3,283.03	
051331	7/17/2020		VOYA INSTITUTIONAL TRUST CO	275.00			275.00	
051332	7/17/2020		NORTH STATE GROCERY INC		346.76		346.76	
051333	7/17/2020		ACCULARM SECURITY SYSTEMS		110.00		110.00	
051334	7/17/2020		VERIZON WIRELESS		1,022.35		1,022.35	
051335	7/17/2020		O'REILLY AUTO PARTS		54.34		54.34	
051336	7/17/2020		MELTON DESIGN GROUP		10,966.75		10,966.75	
051337	7/17/2020		NORTH STATE SCREENPRINTING		2,110.41		2,110.41	
051338	7/17/2020		LES SCHWAB TIRES		311.62		311.62	
051339	7/17/2020		PERKINS MOBILE AUTO GLASS		410.00		410.00	
051340	7/17/2020		FOOTHILL MILL & LUMBER CO		26.87		26.87	
051341	7/17/2020		CARDMEMBER SERVICE		3,723.88		3,723.88	
051342	7/17/2020		KELLER SUPPLY COMPANY		2,232.12		2,232.12	
051343	7/17/2020		UMPQUA BANK		4,316.15		4,316.15	
051344	7/17/2020		BOB'S CONCRETE PUMPING INC		693.75		693.75	
051345	7/17/2020		ENTERPRISE RECORD		302.26		302.26	
051346	7/17/2020		COMPUTERS PLUS		80.43		80.43	
051347	7/17/2020		SPEC WEST CONCRETE SYSTEMS		578.96		578.96	
051348	7/17/2020		NORTHERN RECYCLING & WASTE		328.69		328.69	
051349	7/17/2020		NORTHSTATE AGGREGATE INC		301.70		301.70	
051350	7/17/2020		NORMAC INC		220.17		220.17	
051351	7/17/2020		ALPINE PORTABLE TOILET SERVICES		620.00		620.00	
051352	7/22/2020		LORI MCCOSLIN		277.60		277.60	C
051353	7/22/2020		LORI MCCOSLIN		40.00		40.00	D

051354	7/24/2020		ACH CALPERS	3,622.90			3,622.90	
051355	7/24/2020		BUTTE COUNTY TREASURER		2,097.13		2,097.13	
051356	7/24/2020		INDUSTRIAL POWER PRODUCTS		767.05		767.05	
051357	7/24/2020		AVONLEA AURENTZ		40.00		40.00	Refund
051358	7/24/2020		NICOLE BURT		40.00		40.00	Refund
051359	7/24/2020		ANTHONY SALZARULO		10.00		10.00	F
051360	7/24/2020		CHICO RENT A FENCE		216.00		216.00	
051361	7/24/2020		COMCAST		329.44		329.44	
051362	7/24/2020		PGE		3,406.26		3,406.26	
051363	7/24/2020		STREAMLINE		200.00		200.00	
051364	7/24/2020		NORTHERN RECYCLING & WASTE		742.28		742.28	
051365	7/24/2020		CARPD		2,500.00		2,500.00	
051366	7/24/2020		CAPRI		13,012.50		13,012.50	
051367	7/24/2020		CAPRI		36,453.50		36,453.50	
051368	7/24/2020		HERC RENTALS		702.36		702.36	
051369	7/24/2020		HEALTHSMART BENEFIT SOLUTIONS		450.00		450.00	
051370	7/24/2020		AT&T		35.89		35.89	
051371	7/24/2020		TIAA COMMERCIAL FINANCE INC		204.29		204.29	
051372	7/24/2020		AGENTS OF DISCOVERY		4,999.00		4,999.00	E
051373	7/24/2020		ALHAMBRA		83.17		83.17	
051410	7/31/2020		ACH STATE PR TAX	611.98			611.98	
051411	7/31/2020		ACH FED PR TAX	6,197.66			6,197.66	
051412	7/31/2020		ACH CALPERS	2,138.69			2,138.69	
051413	7/31/2020		VOYA INSTITUTIONAL	275.00			275.00	
051414	7/31/2020		PREMIER ACCESS INSURANCE CO	1,002.34			1,002.34	
051415	7/31/2020		PRINCIPAL LIFE INSURANCE CO	133.12			133.12	
051416	7/31/2020		VISION SERVICE PLAN	156.19			156.19	
051417	7/31/2020		INDUSTRIAL POWER PRODUCTS		33.01		33.01	
051418	7/31/2020		JULIA TAYLOR		188.41		188.41	
051419	7/31/2020		JOHNNY MIDDLETON		100.00		100.00	Refund
051420	7/31/2020		ACME TOILET RENTALS LLC		536.70		536.70	
051421	7/31/2020		FOOTHILL MILL & LUMBER CO		135.07		135.07	
051422	7/31/2020		CHRISTENSEN TELECOMMUNICATIONS		75.00		75.00	
051423	7/31/2020		MELTON DESIGN GROUP		9,870.75		9,870.75	
051424	7/31/2020		PARADISE IRRIGATION DISTRICT		1,468.14		1,468.14	
051425	7/31/2020		AT&T		596.40		596.40	
051426	7/31/2020		NORTH STATE SCREENPRINTING		516.59		516.59	
051427	7/31/2020		JC NELSON SUPPLY CO		615.47		615.47	

TOTALS				46,158.17	131,027.90	0.00	177,186.07	
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GRAND TOTALS				128,963.55	131,027.90	0.00	259,991.45	
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Refunds = 761.00

Notes:

- A) Payment to vendor for digital proqraming
- B) Lease payment for land next to Crain Park
- C) Petty cash is for the office. The bank will not cash a check unless it is made out to an actual person.
- D) Petty cash is for the Pinewood derby event.
- E) Payment for an interactive map app
- F) Reimbursement for dump fee



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

Draft

- DATE:** July 9, 2020 at 8:30 a.m.
- LOCATION:** Terry Ashe Recreation Center
- ATTENDANCE:** Dan Efseaff, District Manager
Kristi Sweeney, Assistant District Manager
Jeff Dailey, Recreation Supervisor
Mark Cobb, Park Supervisor
Colleen Campbell, Administrative Assistant II/Management
- ABSENT:** Jeff Dailey, Recreation Supervisor
- FACILITATOR:** Assistant District Manager Kristi Sweeney

#####

1. MINUTES:

- By unanimous vote of the members present, the May 21, 2020 Safety Committee Minutes were approved.

2. SAFETY AND HEALTH ISSUES DISCUSSED:

THE FOLLOWING SAFETY MEETINGS WERE HELD:

- May 29, 2020 Avoid Heat Illness (Maintenance Staff Meeting)
by Mark Cobb, Park Supervisor
- June 9, 2020 COVID-19 Protocol Training (Pool Staff Meeting)
by Trish Colwell, Paradise Pool Manager
- June 11, 2020 COVID-19 Protocol Training (Day Camp Staff)
by Jeff Dailey, Recreation Supervisor and
Lori McCoslin, Recreation Coordinator
- June 11, 2020 COVID-19 Protocol Training (Pool Staff Meeting)
by Trish Colwell, Paradise Pool Manager
- June 15, 2020 COVID-19 Re-Opening Training (Pool Staff Meeting)
by Trish Colwell, Paradise Pool Manager

- June 19, 2020 COVID-19 Protocol Training (Maintenance Staff Meeting)
by Mark Cobb, Park Supervisor
- June 21, 2020 COVID-19 Protocol Re-Opening Training (Paradise and
Concow Swim Pool Staff)
by Trish Colwell, Paradise Swim Pool Manager &
Emilia Erickson, Concow Swim Pool Manager
- June 24, 2020 COVID-19 Protocol Training (Day Camp Staff)
by Jeff Dailey, Recreation Supervisor and
Lori McCoslin, Recreation Coordinator
- June 24, 2020 COVID-19 Paradise Pool Reopening Training
with Boys & Girls Club Protocols, Maintenance Request
Procedures, Supervisor and Senior Guard Duties.
by Jeff Dailey, Recreation Supervisor and
Trish Colwell, Paradise Pool Manager

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

- **Maintenance Requests: None**
- **Site Inspections completed since last meeting:**
 - Concow Pool June 12, 2020
 - Paradise Pool June 29, 2020
- Next inspection(s) due:
 - Bille Maintenance Shop (Mark)
 - Maintenance Vehicles (Mark)
 - Maintenance PPE Kits (Mark)

c. *ACCIDENT/INCIDENT REPORTS:*

- July 5, 2020 - Paradise Lake
Theft of Parking Fees. Broke lock on office door to gain access.
Paradise Police Case #20-04127

d. *WORKERS' COMPENSATION CLAIMS:*

- May and June 2020. It was noted that one claim is open from 2011 and no new claims were reported since last meeting.

3. MISCELLANEOUS:

- The Committee reviewed the District Visitation Cycle XVII Criteria for the CAPRI site visit scheduled for July 29, 2020.

Next Safety Meeting Date: August 27, 2020

Facilitator: Jeff Dailey

Colleen Campbell, Safety Committee Secretary

Date:

cc: CAPRI
PRPD Board 08/12/20 – Draft Copy

https://paradisepd.sharepoint.com/sites/BODMeeting/Shared Documents/Safety Committee/SC_20_0709/Safety.Minutes.DRAFT_2020_0709.docx

Staff Report

August 12, 2020



DATE: 7/7/2020
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Personnel Committee Report

Attendance:

Committee Members: Julie Van Roekel Committee Chair; and Mary Bellefeuille, Member
 PRPD Staff: Dan Efseaff, District Manager; Kristi Sweeney, Assistant District Manager

The meeting convened at 4:42 pm.

The Committee will meet to:

1. Review revisions to Job Descriptions for recommendation to the full Board of Directors for consideration and possible approval.

Staff presented a draft copy of the revised Maintenance I, II, and III job description to Committee members. The Committee provided direction to staff and suggested changing the name of the job description to match the title of positions as outlined in the District pay scale chart for organizational continuity. Staff will bring a revised copy of the Maintenance job description back to the Personnel Committee next month.

The meeting moved to closed session at 5:25 pm.

CLOSED SESSION:

2. Government Code Section 54957, Employment Review, Evaluation, and Consideration of Employment Agreement Amendment – District Manager.

The meeting exited closed session at 7:37.

REPORT ON CLOSED SESSION:

The Committee provided direction to District Manager and will present to the full Board at the July 8, 2020 regular Board of Directors meeting.

The meeting adjourned at 7:38 pm.

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Personnel/PC.2020.0707/PC.Staff.Report.2020.0707.docx
 7/14/2020

Staff Report

August 12, 2020



DATE: 7/29/2020
 TO: Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Personnel Committee Report

Attendance:

Committee Members: Julie Van Roekel Committee Chair; and Mary Bellefeuille, Member
 PRPD Staff: Dan Efseaff, District Manager; Kristi Sweeney, Assistant District Manager

The meeting convened at 4:45 pm.

The Committee will meet to:

1. Review revisions to Job Descriptions (Park Maintenance I, II, and III) for BOD consideration and possible approval.

Staff presented an updated draft copy of the revised Park Maintenance I, II, and III job description to Committee members based on feedback received from Committee in the previous meeting. The Committee provided additional direction to staff and suggested several formatting revisions. Staff will bring a revised copy of the Maintenance job description back to the Personnel Committee next month.

2. Review and potential revisions to Personnel Rule Section 20 Paid Time Off (PTO).

Staff presented current Personnel Rules manual related to Paid Time Off for vacation and Sick Leave. Committee provided direction to staff to begin modifying the document to simplify, streamline, and update.

The meeting moved to closed session at 5:25 pm.

CLOSED SESSION:

3. Government Code Section 54957, Employment Review, Evaluation, and Consideration of Employment Agreement Amendment – District Manager.

The meeting exited closed session at 7:37.

REPORT ON CLOSED SESSION:

The Committee provided direction to District Manager and will present to the full Board at the August 12, 2020 regular Board of Directors meeting.

The meeting adjourned at 7:38 pm.

https://paradisepspd.sharepoint.com/sites/BODMeeting/Shared Documents/_Committee.Personnel/PC.2020.0707/PC.Staff.Report.2020.0707.docx
 8/3/2020

District Manager's Report**Meeting Date: August 12, 2020**

DATE: 8/12/2020
 TO: PRPD Board of Directors (BOD)
 FROM: Dan Efseaff, District Manager
 SUBJECT: Monthly District Report

Monthly Report**1. Updates**

- a. CAPRI Inspection - District staff completed the Cycle XVII inspection with CAPRI Safety Analyst Kirk Andre on July 29, 2020. This biennial inspection emphasizes risk management, loss prevention, and employment practices along with site visits to District facilities.
- b. FEMA Application – While the District has been successful on receiving some FEMA reimbursements, we recently found out that our application for damage to parking lots was denied:
 “The Subrecipient has not provided sufficient documentation demonstrating that the claimed damages to asphalt parking lots and access roads were the direct result of the disaster. Required documentation to support pre-disaster damages was not supplied. As a result, the subject facility damages claimed are not eligible for PA funding.”).

2. Administrative and Visitor Services

- a. District voter registration numbers received from the County this month show a reduction of over 14,000 citizens since the 2018 Camp Fire (Attachment A)
- b. Staff Evaluations – In June 2020 Colleen Campbell had a successful evaluation and was promoted to Administrative Assistant III (Office Manager). In July 2020 Lorrennis Leeds and Sunny Quigley also completed successful evaluations and were both promoted from Administrative Assistant I positions to Administrative Assistant II. Raymond Lockridge completed a successful evaluation with Parks Supervisor Mark Cobb and was promoted to Parks Maintenance III (Parks Foreman). Congratulations team!
- c. Staff Appreciation Awards – July 9, 2020 staff were celebrated with super-power awards. Each member of staff received an award acknowledging their super-power and how it benefited the District and our patrons. Staff also received a comic book super-hero image that best reflected their super-power.

3. Finance

- a. Routine Reports – Balance Sheet (Attachment B), Profit & Loss Budget vs. Actual (Attachment C), July Profit & Loss (Attachment D), and Recovery Project (Attachment E).
- b. 2018-2019 Fiscal Year Audit – The finance committee will meet with the auditor on Aug. 6th.
- c. Impact Fees – For the month of July, the District received a total of \$14,167.14 in impact fees. Since 11/8/18, the District has received a total of \$286,615.99.
- d. 5-Star Bank – The July interests for both the Money Market accounts were not posted at the time this report was completed.
- e. PG&E Settlement – The PG&E settlement payment was received on July 8th, 2020, in the amount of \$38,558,560.75.
- f. BSF-NVCF Grant - Butte Strong Fund awarded PRPD with a \$150,000.00 grant for planning and development.
- g. CalOES – PRPD received \$652,202.00 from CalOES for Camp Fire reimbursements.
- h. Recovery Project Notes - Total expense from 11/8/18 to 7/31/20 is \$1,094,430.17. Insurance money received so far totals \$1,148,000.00.
- i. CAPRI – Two large payments were made to CAPRI in the amounts of \$13,012.50 for Workers' Compensation and \$36,453.50 for Liability Insurance.

4. Parks (Maintenance and Operations)

- a. Bille Park - We have been working on removing Brush Broom from the westside of upper Bille Park (along the fence line) this invasive weed has taken over the Town of Paradise since the fire. With so many other issues to deal with after the fire we were unfortunately, unable to keep up with it. I feel we are now at a point where we can be much more aggressive on the removing and controlling of it. We have started working on lower Bille Park behind the gazebo clearing weeds and other vegetation that has taken over since the fire. We'll be starting work on the trail soon after the hazardous trees have been taken down by the tree removal program. We hope to have support from community volunteers on the Trail work that is run by PRPD staff member Sophia Munoz-Oliverez.
- b. Moore Rd. Ballpark - The large field is looking good and ready to be played on (when possible do to the COVID-19 safety Protocols) the small field is close to being ready and will be once the lighting issues are addressed.
- c. Aquatic Park and Pool - This facility is looking great. We will be looking into the required Permits from the Water Quality Board and Fish and Game needed for draining and cleaning out the pond at Aquatic Park, which is well overdue. This is a HUGE project and may need to be done next summer, but we need to start now on obtaining permits and information on procedures required for it.

5. Programs

- a. Pinewood Derby - The annual Pinewood Derby event was held on Thursday, July 23 at the Terry Ashe Recreation Center outdoor court. We had 12 cars enter the race with approximately 40 spectators in attendance. The participants and their families were very enthusiastic about the event, and they were courteous about practicing social distancing and wearing face masks. We utilized the new large screen monitors to capture the races live on PRPD's Facebook page which added to the excitement. The new 42-foot long aluminum track is a huge improvement on the old wooden track that was lost in the fire. We hope to expand the Pinewood Derby events to more than just once a year. [Highlight Video Link. https://youtu.be/YkkruT1Q_G4](https://youtu.be/YkkruT1Q_G4)
- b. Paradise and Concow Pools - Both the Paradise and Concow Swimming Pools have been open to the public for lessons and recreational swimming since June 22. The aquatic and park maintenance staff have done a fantastic job following new procedures including social distancing, extra sanitation, limiting numbers of swimmers, and wearing face masks when not in the pool. PRPD hired fitness instructors, Christine Kempton and Aaron Singer, to teach aqua aerobics at the Paradise Pool. The class has been very successful and runs Monday, Wednesday, and Friday from 5:30 to 6:30 pm. The Paradise Piranhas Swim Team has been working out in the pool Monday through Friday from 7:00 to 10:00 am. PRPD hopes to keep the swimming pools open throughout the summer but will have to follow guidelines and possible closures from the state and county if needed.
- c. Tiny Tots - Lori McCoslin has been teaching PRPD's Tiny Tot Preschool program throughout the summer. The current class has six students and will run through August 5. The smaller participation numbers have helped to keep the children safely distanced while still participating in the enriching activities the class provides. PUSD Food Services has been providing the children with free lunches delivered each day to the Terry Ashe Recreation Center. This has been a huge benefit to the children and PRPD's programming.
- d. Photo Fishing Derby – The 2020 Photo Fishing Derby was a smash success with a total of 20 submissions, 400+ vote submissions, and 600 engagements on Facebook between June 1st and July 31st (Figures 1-8). The videos and picture submissions speak towards the success of the program. [Highlight Video Link. https://youtu.be/f8oHlc8k-A](https://youtu.be/f8oHlc8k-A)
- e. Community Resilience Model – Recreation Supervisor, Scott Amick, was interviewed by Creating a Sustainable You for their “Wellness Wednesday” segment (Figure 9). Discussing the Community Resilience Model and the skills that help The Ridge manage their internal neurological state through this model, Scott and Candi Williamson, Owner and Founder of CASY, were viewed 25 times on Facebook and 150 times on Instagram. The CRM training was a scholarship funded through the North Valley Community Foundation. Scott is one of 20 certified practitioners in Butte County. [Facebook Video Link https://www.facebook.com/CreatingASustainableYou/videos/408416723396794/](https://www.facebook.com/CreatingASustainableYou/videos/408416723396794/)
- f. Outdoor Education for All – Healing Trauma Through Nature Program – Hired Taylor Guy, M.A. as a Recreation Coordinator. Taylor joins the team as an advocate and specialist in Adapted Physical Education, having directed the Chico State Autism Clinic for the last several years, her expertise in inclusive programming will ensure that our projects live up to their intent – Outdoor Education for ALL.

6. Outreach

- a. Magalia Community Center – On 8/5/20 Chair Al McGreehan and District Manager Efsaef toured the Magalia Community Center at the former golf course. The group has been extremely busy with repairs to the facility,

mowing of the former golf course, and plans for a disc golf course. COVID has provided challenges to their efforts, but they are making remarkable progress with the help of eager volunteers.

- b. Paradise Bowhunters – also on 8/5/20, the Chair and District Manager met with representatives of the Bowhunters to discuss the timing and concerns with the BLM salvage harvest (especially slash issues), and future rebuilding plans, including potential expansion. Staff noted that any changes or improvements to the property will require a written review from PRPD and building plans and permits from the County. Staff also briefly discussed potential the restoration of the trail and other projects. We discussed the potential timing of initiating rebuild efforts in 2021.
- c. RTGGP Grant Outreach – The District was invited to host a “Virtual Site Inspection”, phase two of the Regional Trails and Greenway Grant Program (RTGGP) proposal submitted in October 2019. Typically, State grant agency representatives would do a physical site inspection of the proposed trail route but were prohibited from direct site visits due to COVID restrictions. The proposal outlines a 20-mile loop natural surface trail that runs from Lakeridge Park, to Paradise Lake, down to Coutolenc Park and the west branch of the Feather River, then back to the South East corner of the Magalia Reservoir.

To prepare for the site inspection staff contacted numerous Ridge-based community groups, federal landowner agencies (BLM and USFS), PID, Town of Paradise, and Butte County. Staff were successful in generating enormous support from landowners and local jurisdictions during the 2.5-hour zoom call. The District also received overwhelmingly positive support for the trail proposal from local community groups in the form of letters of support and video testimonials of support. Staff also worked with 34 North to develop a map story that incorporates text description, maps and photos of the trail network proposed. Though this tool was an incredible asset to the presentation for grant agency representatives, it will also serve as a public asset to attract people from across the region to the new trail system and aid in trail navigation.

- d. LAFCO Request – LAFCO requested a response to a letter addressed to them from the Magalia Community Park (MCP) and the Upper Ridge Community Council (URCC) Board of Directors who requested a Municipal Service Review and Sphere of Influence update for the Paradise Recreation and Park District. We provided a detailed response (Attachment F).

7. Projects

- a. Nature-Based Fire Resiliency Project – The District, in collaboration with The Nature Conservancy (TNC) and the Conservation Biology Institute (CBI) have published results to the collaborative investigation and data modeling project to identify how the strategic use of parks could mitigate wildfire risks (link to full report and supporting information: <https://www.paradisepprd.com/public-documents>). The report represents a culmination of months of work and outreach to the Technical Advisory Committee (TAC) to demonstrate findings.
- b. Statewide Park Program Round Four – The District received an invitation to participate in Workshop Webinars for the competitive Statewide Park Development and Community Revitalization Program (SPP) from July 16th through the end of August. Staff are gearing up to submit a proposal for funds related to Park revitalization projects. The grant will have \$395 million available.
- c. \$177,952 PRPD Per Capita Grant – Staff participated in a mandatory grant workshop on Thursday July 30th, to gain information related to grant proposal requirements. Proposals will be due by December 2021 and projects are expected to be completed by August 2023.

8. Upcoming

- a. FY 2019-2020 Audit – Staff will work toward an earlier audit cycle for the most recent Fiscal Year.
- b. Presentations – To highlight some of the work is shifting to the next phase, staff will be working on presentations of projects and programs over the next few months. Next month, Melton Design Group will show Initial Conceptual Designs for several PRPD Park properties. Staff will look for BOD feedback on the design and process.

Photographs



Figure 1. Fishing Derby – Biggest Fish Finalist

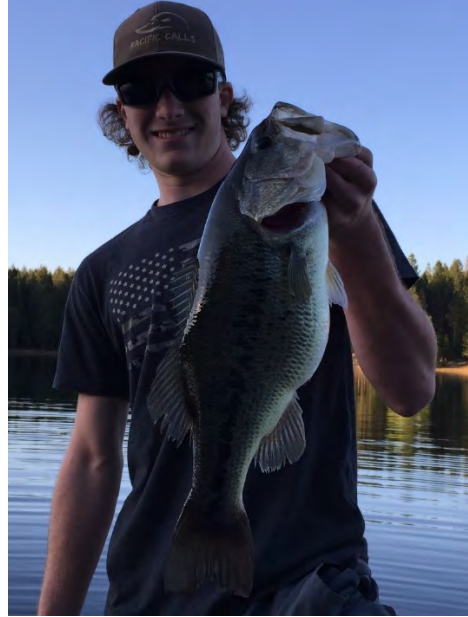


Figure 2. Fishing Derby - Biggest Fish Contender



Figure 3. Fishing Derby - Biggest Fish Contender



Figure 4. Fishing Derby - Smallest Minnow Winner



Figure 5. Fishing Derby - Prettiest Fish



Figure 6. Fishing Derby - Smallest Minnow Runner Up

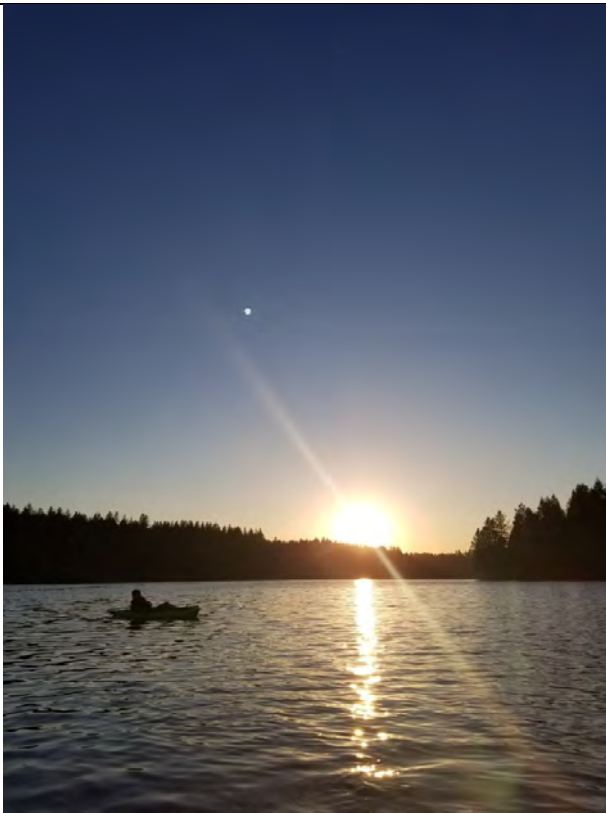


Figure 7. Fishing Derby - Best Photo Finish Runner Up



Figure 8. Fishing Derby - Cuttest Fisherpersion Runner Up

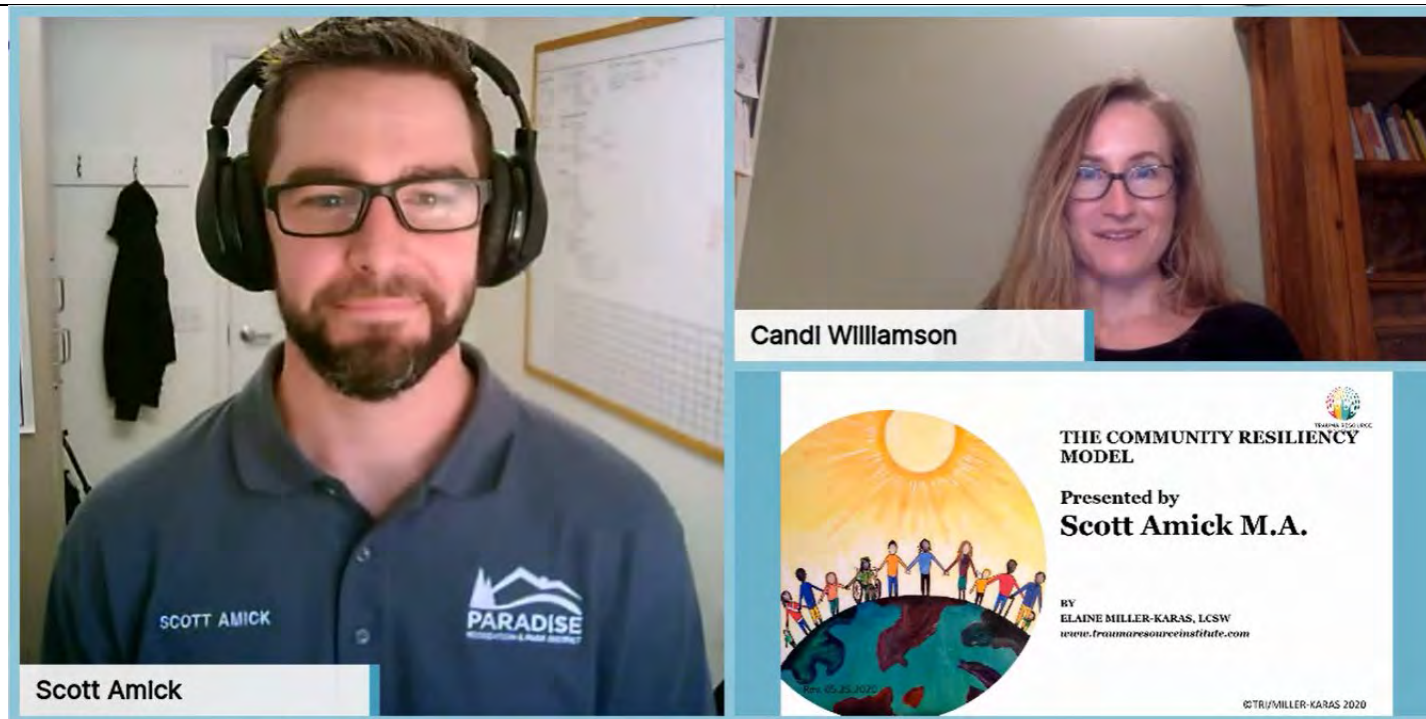


Figure 9. Scott Amick and Candi Williamson CM Training

Attachments:

- A. District Voter Registration Numbers
- B. Balance Sheet
- C. P & L (Budget vs. Actual)
- D. P & L (July)
- E. Recovery Project
- F. LAFCO Request and Response

https://paradisepspd-my.sharepoint.com/personal/defseaff_paradisepspd_com/Documents/Dan_OneDrive/Templates/BOD_2017_District_Report_Template_17_0905.docx
8/6/2020

District Registration

sDistrictID	szDistrictName	Totals from		Current		Difference
		10/15/18	15 Day ROR (07/17/20)	Registration	Totals	
*0	County of Butte	122,691	116,265	116,265	-6,426	-6,426
*101	1st Congressional District	122,691	116,265	116,265	-6,426	-6,426
*204	4th Senate District	122,691	116,265	116,265	-6,426	-6,426
*301	1st Assembly District	11,707	9,882	9,882	-1,825	-1,825
*303	3rd Assembly District	110,984	106,383	106,383	-4,601	-4,601
*401	1st Supervisor District	21,846	23,608	23,608	1,762	1,762
*402	2nd Supervisor District	25,201	26,445	26,445	1,244	1,244
*403	3rd Supervisor District	26,419	28,816	28,816	2,397	2,397
*404	4th Supervisor District	21,428	23,485	23,485	2,057	2,057
*405	5th Supervisor District	27,797	13,911	13,911	-13,886	-13,886
*510	City of Biggs	751	873	873	122	122
*520	City of Chico	49,305	54,593	54,593	5,288	5,288
*530	City of Gridley	2,703	3,169	3,169	466	466
*540	City of Oroville	7,683	8,601	8,601	918	918
*550	Town of Paradise	16,536	4,710	4,710	-11,826	-11,826
*599	Unincorporated Area	45,713	44,319	44,319	-1,394	-1,394
1551	1st District State Board of Equalization	122,691	116,265	116,265	-6,426	-6,426
5100	TA 1 Butte County Board Education	62,693	66,709	66,709	4,016	4,016
5120	TA 2 Butte County Board Education	25,603	27,907	27,907	2,304	2,304
5130	TA 3 Butte County Board Education	24,396	10,542	10,542	-13,854	-13,854
5140	TA 4 Butte County Board Education	9,753	10,845	10,845	1,092	1,092
5150	TA 5 Yuba County Board Education	246	262	262	16	16
5200	Butte-Glenn Community College District	122,445	116,003	116,003	-6,442	-6,442
5290	Yuba Community College District	246	262	262	16	16
5300	Biggs Unified School District	1,683	1,884	1,884	201	201
5310	Chico Unified School District	62,693	66,709	66,709	4,016	4,016
5320	Durham Unified School District	3,166	3,390	3,390	224	224
5330	Gridley Unified School District	4,904	5,571	5,571	667	667
5340	Manyville Joint Unified School District	246	262	262	16	16
5350	Paradise Unified School District	24,396	10,542	10,542	-13,854	-13,854
5400	Oroville Union High School District	25,603	27,907	27,907	2,304	2,304
5410	Bangor Union Elementary School District	593	657	657	64	64
5430	Golden Feather Union Elementary School District	1,653	1,469	1,469	-184	-184
5440	Manzanita Elementary School District	482	525	525	43	43
5450	Oroville City Elementary School District	13,796	15,435	15,435	1,639	1,639
5460	Palermo Union School District	3,519	3,862	3,862	343	343
5470	Pioneer Union Elementary School District	936	948	948	12	12
5480	Thermalito Union Elementary School District	4,880	5,536	5,536	656	656
6000	Berry Creek Community Services District	60	67	67	7	7
6010	Buzztail Community Services District	53	55	55	2	2
6020	Richardson Springs Community Services District	47	42	42	-5	-5
6100	El Medio Fire Protection District	2,137	2,365	2,365	228	228
6200	Durham Irrigation District	816	903	903	87	87

6210 Paradise Irrigation District	16,292	4,647	-11,645
6300 Lake Oroville Area Public Utility District	5,835	6,535	700
6400 Chico Area Recreation and Park District	60,558	64,619	4,061
6410 Durham Recreation and Park District	3,166	3,390	224
6420 Feather River Recreation and Park District	24,961	27,493	2,532
6430 Paradise Recreation and Park District	25,509	11,255	-14,254
6440 Richvale Recreation and Park District	230	241	11
6500 Richvale Sanitary District	133	142	9
6600 North Yuba Water District	112	120	8
6700 South Feather Water and Power Agency	11,118	12,314	1,196
6800 Thermalito Water and Sewer District	4,483	5,100	617



District Registration by Party

Active Registration

	DEM	REP	AI	GRN	LIB	PF	NPP	MISC	Total
*0-0 County of Butte	42,151	41,305	4,498	669	1,453	456	24,255	1,478	116,265
*101-0 1st Congressional District	42,151	41,305	4,498	669	1,453	456	24,255	1,478	116,265
*204-0 4th Senate District	42,151	41,305	4,498	669	1,453	456	24,255	1,478	116,265
*301-0 1st Assembly District	2,918	4,050	484	76	125	53	2,040	136	9,882
*303-0 3rd Assembly District	39,233	37,255	4,014	593	1,328	403	22,215	1,342	106,383
*401-0 1st Supervisor District	6,462	9,776	1,106	115	282	143	5,345	379	23,608
*402-0 2nd Supervisor District	11,215	7,917	915	160	342	76	5,538	282	26,445
*403-0 3rd Supervisor District	12,167	8,806	948	180	363	79	5,914	359	28,816
*404-0 4th Supervisor District	8,131	8,942	836	121	293	106	4,778	278	23,485
*405-0 5th Supervisor District	4,176	5,864	693	93	173	52	2,680	180	13,911
*510-0 City of Biggs	271	373	29	2	11	7	169	11	873
*520-0 City of Chico	24,404	14,939	1,833	363	712	178	11,526	638	54,593
*520-1 City of Chico - District 1	3,448	3,022	307	38	94	21	1,838	106	8,874
*520-2 City of Chico - District 2	3,223	2,531	291	54	102	26	1,685	100	8,012
*520-3 City of Chico - District 3	4,073	2,788	327	60	120	28	2,038	117	9,551
*520-4 City of Chico - District 4	3,248	1,060	180	52	106	18	1,292	80	6,036
*520-5 City of Chico - District 5	3,054	1,117	195	34	75	26	1,340	56	5,897
*520-6 City of Chico - District 6	4,017	3,024	309	47	127	19	1,768	104	9,415
*520-7 City of Chico - District 7	3,341	1,397	224	78	88	40	1,565	75	6,808
*530-0 City of Gridley	1,123	1,135	117	9	32	14	696	43	3,169
*540-0 City of Oroville	2,677	2,920	431	43	104	69	2,213	144	8,601
*550-0 Town of Paradise	1,255	2,090	212	36	55	17	972	73	4,710
1551-0 1st District State Board of Equalization	42,151	41,305	4,498	669	1,453	456	24,255	1,478	116,265
*599-0 Unincorporated Area	12,421	19,848	1,876	216	539	171	8,679	569	44,319
5100-0 TA 1 Butte County Board Education	28,426	19,966	2,260	419	878	200	13,793	767	66,709
5120-0 TA 2 Butte County Board Education	7,750	11,396	1,300	131	326	175	6,396	433	27,907
5130-0 TA 3 Butte County Board Education	2,941	4,581	545	76	127	43	2,086	143	10,542
5140-0 TA 4 Butte County Board Education	2,974	5,222	388	40	118	37	1,934	132	10,845
5150-0 TA 5 Yuba County Board Education	60	140	5	3	4	1	46	3	262
5200-0 Butte-Glenn Community College District	42,091	41,165	4,493	666	1,449	455	24,209	1,475	116,003
5290-0 Yuba Community College District	60	140	5	3	4	1	46	3	262
5300-0 Biggs Unified School District	433	1,020	67	8	20	10	305	21	1,884
5310-0 Chico Unified School District	28,426	19,966	2,260	419	878	200	13,793	767	66,709
5320-0 Durham Unified School District	852	1,759	118	17	44	7	550	43	3,390
5330-0 Gridley Unified School District	1,689	2,443	203	15	54	20	1,079	68	5,571
5340-0 Marysville Joint Unified School District	60	140	5	3	4	1	46	3	262
5350-0 Paradise Unified School District	2,941	4,581	545	76	127	43	2,086	143	10,542
5400-0 Oroville Union High School District	7,750	11,396	1,300	131	326	175	6,396	433	27,907
5410-0 Bangor Union Elementary School District	162	307	42	2	9	2	126	7	657
5430-0 Golden Feather Union Elementary School District	429	608	65	9	20	11	301	26	1,469
5440-0 Manzanita Elementary School District	120	296	17	3	3	0	83	3	525
5450-0 Oroville City Elementary School District	4,240	6,533	719	75	179	86	3,362	241	15,435
5460-0 Palermo Union School District	983	1,623	189	13	43	23	924	64	3,862
5470-0 Pioneer Union Elementary School District	273	372	40	9	12	10	213	19	948
5480-0 Thermalito Union Elementary School District	1,663	1,953	245	23	63	43	1,470	76	5,536
6000-0 Berry Creek Community Services District	24	24	4	1	2	1	11	0	67

	DEM	REP	AI	GRN	LIB	PF	NPP	MISC	Total
6010-0	22	22	5	0	0	0	6	0	55
6020-0	0	33	1	1	0	0	7	0	42
6100-0	742	721	119	11	24	16	683	49	2,365
6200-0	216	460	32	5	10	1	168	11	903
6210-0	1,241	2,055	211	36	53	17	962	72	4,647
6300-0	1,866	2,672	301	24	66	31	1,457	118	6,535
6400-0	27,671	19,241	2,187	401	842	193	13,347	737	64,619
6410-0	852	1,759	118	17	44	7	550	43	3,390
6420-0	7,616	11,301	1,263	131	318	168	6,273	423	27,493
6430-0	3,247	4,745	582	81	140	46	2,262	152	11,255
6440-0	41	166	5	0	1	0	24	4	241
6500-0	23	99	4	0	1	0	14	1	142
6600-0	29	62	3	3	1	0	21	1	120
6700-0	3,131	5,789	517	55	148	50	2,441	183	12,314
6800-0	1,550	1,775	222	23	55	39	1,367	69	5,100

Buzztail Community Services District
Richardson Springs Community Services District
El Medio Fire Protection District
Durham Irrigation District
Paradise Irrigation District
Lake Oroville Area Public Utility District
Chico Area Recreation and Park District
Durham Recreation and Park District
Feather River Recreation and Park District
Paradise Recreation and Park District
Richvale Recreation and Park District
Richvale Sanitary District
North Yuba Water District
South Feather Water and Power Agency
Thermalito Water and Sewer District

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Accrual Basis

PRPD
Balance Sheet
As of July 31, 2020

Attachment B

	Jul 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1000 · Mechanics Bank - Operating	64,979.30
1005 · Petty Cash	300.00
1008 · North Valley Community Found	2,177.12
1010 · Treasury Cash - 2510	
1011 · General Operating	-291,583.38
1012 · ACO Reserve	626,700.00
1013 · General Reserve	3,000.00
1014 · Deposits held for others	1,000.00
1010 · Treasury Cash - 2510 - Other	4,115.84
Total 1010 · Treasury Cash - 2510	343,232.46
1030 · Investments	
1031 · Five Star Bank Money Market	40,398,356.15
1032 · Five Star Bank Grant M. M.	214,362.88
Total 1030 · Investments	40,612,719.03
1100 · Designated Treasury Funds	
1111 · Aquatic Unicorp-2 511	49.41
1112 · Grosso Endowment-2512	53,632.13
1113 · Grosso Scholars hip-2513	4,371.17
1114 · Designated Donations-2514	
1114-1 · Bille Park Donations	125.00
1114-10 · Swim Scholars hip Fund	997.82
1114-11 · Dog Park Donations	2,874.61
1114-12 · Coutole nc Camp Fund	1,452.89
1114-13 · Ice Rink Donations	49,213.83
1114-14 · General Donations	3,232.04
1114-2 · Bike Park Fund	1,500.00
1114-3 · Lakeridge Park Dona tions	3,050.00
1114-4 · Sports Equip ment Dona tions	
1114-41 · Wrestling Mat fund	773.60
Total 1114-4 · Sports Equipment Dona tions	773.60
1114-5 · Pam Young Fund	1,000.00
1114-6 · Easter Egg Scholars hips	4,658.61
1114-7 · Child-Youth Scho larship s	10.00
1114-8 · McGreehan Children's Schlsh p	1,056.00
1114-9 · Skate Park Fund	3,044.36
1114 · Designated Donations-2514 - Other	429.28
Total 1114 · Designated Donations-2514	73,418.04
Total 1100 · Designated Treasury Funds	131,470.75
1119 · Impact Fees	
1120 · Sub Div Fees - 2520	8,103.30
1121 · Park Acqui Unincorp - 2521	55,809.21
1122 · Park Dev Unincorp - 2522	102,971.53
1124 · Distric t Fac Unincorp - 2524	46,149.11
1126 · Park Acqui Incorp - 2526	121,471.35
1127 · Park Dev Incorp - 2527	361,014.41
1128 · Distric t Fac Incorp - 2528	69,614.27
Total 1119 · Impact Fees	765,133.18
Total Checking/Savings	41,920,011.84
Other Current Assets	
1400 · Interest Receivable	
1410 · Interest Receivable	1,361.18
1411 · Interest Receivable - 2511	0.19
1413 · Interest Receivable - 2513	217.91

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Accrual Basis

PRPD
Balance Sheet
As of July 31, 2020

	Jul 31, 20
1420 · Interest Receivable - 2520	30.81
1421 · Interest Receivable - 2521	157.18
1422 · Interest Receivable - 2522	232.59
1424 · Interest Receivable - 2524	139.34
1426 · Interest Receivable - 2526	243.68
1427 · Interest Receivable - 2527	743.90
1428 · Interest Receivable - 2528	119.64
Total 1400 · Interest Receivable	3,246.42
1500 · FMV Adjustments	
1510 · FMV Adjustment-2510	-13,124.68
1512 · FMV Adjustment-2512	-926.25
1500 · FMV Adjustments - Other	-4,880.93
Total 1500 · FMV Adjustments	-18,931.86
Total Other Current Assets	-15,685.44
Total Current Assets	41,904,326.40
Fixed Assets	
1710 · Land	750,088.53
1720 · Buildings	5,731,566.33
1730 · Furn., Fixture s & Equip (>\$5k)	360,422.28
1798 · Accum Depr - Furn Fixture Equip	-296,773.38
1799 · Accum Depr - Buildings	-3,981,708.75
1800 · Construction in Progress	
1801 · CIP-Lakeridge Park Development	82,463.57
1810 · CIP-Planning	
1811 · CIP-BSF Founder Park Planning	9,870.75
Total 1810 · CIP-Planning	9,870.75
Total 1800 · Construction in Progress	92,334.32
Total Fixed Assets	2,655,929.33
Other Assets	
1900 · PCV Promissory Note	300,322.00
1950 · Deferred Outflow - Pension	155,419.00
Total Other Assets	455,741.00
TOTAL ASSETS	45,015,996.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-10,946.98
Total Accounts Payable	-10,946.98
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Wages Payable	70,400.75
2120 · Payroll Taxes Payable	4,947.60
2130 · Health Benefits Payable	-6,734.94
2140 · FSA payable	-821.44
2170 · CalPers Payable	24,628.84
2190 · Accrued Leave Payable	
2191 · Comp leave payable	2,121.36
2192 · Sick leave payable	21,534.99
2193 · Vacation leave payable	67,071.56
Total 2190 · Accrued Leave Payable	90,727.91
Total 2100 · Payroll Liabilities	183,148.72

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PRPD
Balance Sheet
As of July 31, 2020

	Jul 31, 20
2200 · Accrued Expenses	6,463.37
2300 · Deposits - refundable	1,000.00
2400 · Deferred Revenue	
2410 · Deferred Services Income	40,648.38
2420 · Deferred Facility Income	4,681.00
2430 · Deferred Inflow - Pension	21,921.00
Total 2400 · Deferred Revenue	67,250.38
Total Other Current Liabilities	257,862.47
Total Current Liabilities	246,915.49
Long Term Liabilities	
2800 · Post Employment benefits	41,965.00
2805 · CalPers Pension Liability	304,548.17
Total Long Term Liabilities	346,513.17
Total Liabilities	593,428.66
Equity	
2030 · Designated for Petty Cash	300.00
3000 · General Fund Balances-2510	
3010 · General Fund Available	291,149.99
3030 · General Reserve	3,000.00
3050 · Designated Capital Outlay	626,700.00
Total 3000 · General Fund Balances-2510	920,849.99
3100 · Net of Capital Investments	2,795,638.66
3200 · Designated Fund Balances	
3212 · Grosso Endowment-2512	53,022.07
3213 · Grosso Scholarship-2513	2,878.45
3214 · Donations - 2514	18,155.30
3220 · Impact Fees	440,380.71
Total 3200 · Designated Fund Balances	514,436.53
3900 · Retained Earnings	2,067,368.93
3901 · Net Profit	-403,475.96
3999 · Opening Balance Equity	99.20
Net Income	38,527,350.72
Total Equity	44,422,568.07
TOTAL LIABILITIES & EQUITY	45,015,996.73

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PRPD

Profit & Loss Budget v.s. Actual

Attachment C

07/28/20

July 2020

Accrual Basis

	Jul 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100 · Tax Revenue	0.00	1,677,300.00	-1,677,300.00	0.0%
4200 · Impact Fee revenue	14,167.14	113,000.00	-98,832.86	12.5%
4300 · Program Income	11,216.07	227,500.00	-216,283.93	4.9%
4350 · Concession & Merchandise sales	0.00	2,100.00	-2,100.00	0.0%
4400 · Donation & Fundraising Income	1,250.98	61,000.00	-59,749.02	2.1%
4401 · Scholarships Granted	0.00	0.00	0.00	0.0%
4500 · Grant Income	150,000.00	12,500.00	137,500.00	1,200.0%
4600 · Other Revenue	38,567,585.83	5,500.00	38,562,085.83	701,228.8%
4900 · Interest Income	0.00	18,600.00	-18,600.00	0.0%
Total Income	38,744,220.02	2,117,500.00	36,626,720.02	1,829.7%
Gross Profit	38,744,220.02	2,117,500.00	36,626,720.02	1,829.7%
Expense				
5000 · Payroll Expenses				
5010 · Wages & Salaries	110,539.14	1,077,800.00	-967,260.86	10.3%
5020 · Employer Taxes	7,986.15	60,000.00	-52,013.85	13.3%
5030 · Employee Benefits	15,847.30	180,000.00	-164,152.70	8.8%
5040 · Workers Comp Expense	13,012.50	55,000.00	-41,987.50	23.7%
5060 · Other Personnel Costs	62.25	15,800.00	-15,737.75	0.4%
Total 5000 · Payroll Expenses	147,447.34	1,388,600.00	-1,241,152.66	10.6%
5100 · Program Expenses				
5110 · Concession & Merchandise Exp.	0.00	8,900.00	-8,900.00	0.0%
5120 · Program Contract Labor	0.00	5,000.00	-5,000.00	0.0%
5130 · Program Supplies	639.05	26,500.00	-25,860.95	2.4%
Total 5100 · Program Expenses	639.05	40,400.00	-39,760.95	1.6%
5200 · Advertising & Promotion	302.26	10,800.00	-10,497.74	2.8%
5210 · Bad Debt	0.00	0.00	0.00	0.0%
5220 · Bank & Merchant Fees	443.48	4,600.00	-4,156.52	9.6%
5230 · Contributions to Others	0.00	15,100.00	-15,100.00	0.0%
5240 · Copying & Printing	0.00	3,000.00	-3,000.00	0.0%
5260 · Dues, Mbrshps, Subscr, & Pubs	7,699.00	15,000.00	-7,301.00	51.3%
5270 · Education, Training & Staff Dev	0.00	11,000.00	-11,000.00	0.0%
5280 · Equip., Tools & Furn (<\$5k)				
5282 · Office ET&F	0.00	15,000.00	-15,000.00	0.0%
5284 · Program ET&F	1,160.27	10,000.00	-8,839.73	11.6%
5286 · Small Tools & Equipment	-1,113.81	5,500.00	-6,613.81	-20.3%
Total 5280 · Equip., Tools & Furn (<\$5k)	46.46	30,500.00	-30,453.54	0.2%
5290 · Equipment Rental	1,455.06	92,100.00	-90,644.94	1.6%
5300 · Insurance	36,453.50	56,000.00	-19,546.50	65.1%
5310 · Interest Expense	0.00	900.00	-900.00	0.0%
5320 · Miscellaneous Expense	0.00	400.00	-400.00	0.0%
5330 · Professional & Outside services				
5332 · Accounting	0.00	24,000.00	-24,000.00	0.0%
5334 · Legal	1,730.30	25,000.00	-23,269.70	6.9%
5336 · Engineering	0.00	100,000.00	-100,000.00	0.0%
5338 · Other Prof. & Outside Labor	2,501.85	136,000.00	-133,498.15	1.8%
Total 5330 · Professional & Outside services	4,232.15	285,000.00	-280,767.85	1.5%
5340 · Postage & Delivery	0.00	2,000.00	-2,000.00	0.0%
5350 · Rent-Facility use fees	0.00	9,500.00	-9,500.00	0.0%
5360 · Repair & Maintenance				
5361 · Building R&M	181.26	13,000.00	-12,818.74	1.4%
5362 · Equipment R&M	767.05	18,000.00	-17,232.95	4.3%
5363 · General R&M	1,005.54	10,000.00	-8,994.46	10.1%
5364 · Grounds R&M	464.64	40,000.00	-39,535.36	1.2%
5365 · Pool R&M	2,305.57	18,000.00	-15,694.43	12.8%
5366 · Vehicle R&M	0.00	10,000.00	-10,000.00	0.0%
5367 · Janitorial	615.47	10,510.00	-9,894.53	5.9%

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Accrual Basis

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Profit & Loss Budget v.s. Actual
July 2020

	Jul 20	Budget	\$ Over Budget	% of Budget
5368 · Security	391.84	5,000.00	-4,608.16	7.8%
5369 · Vandalism	80.72	500.00	-419.28	16.1%
Total 5360 · Repair & Maintenance	5,812.09	125,010.00	-119,197.91	4.6%
5370 · Supplies - Consumable				
5372 · Office Supplies	240.49	8,500.00	-8,259.51	2.8%
5374 · Safety & staff supplies	3,055.61	5,000.00	-1,944.39	61.1%
Total 5370 · Supplies - Consumable	3,296.10	13,500.00	-10,203.90	24.4%
5380 · Taxes, Lic., Notices & Permits	691.00	3,000.00	-2,309.00	23.0%
5390 · Telephone & Internet	2,206.52	25,000.00	-22,793.48	8.8%
5400 · Transportation, Meals & Travel				
5402 · Air, Lodging & Other Travel	0.00	6,000.00	-6,000.00	0.0%
5404 · Fuel	0.00	16,300.00	-16,300.00	0.0%
5406 · Meals	189.92	2,400.00	-2,210.08	7.9%
5408 · Mileage & Auto Allowance	0.00	4,300.00	-4,300.00	0.0%
Total 5400 · Transportation, Meals & Travel	189.92	29,000.00	-28,810.08	0.7%
5410 · Utilities				
5412 · Electric & Gas	3,406.26	66,000.00	-62,593.74	5.2%
5414 · Water	1,468.14	20,000.00	-18,531.86	7.3%
5416 · Garbage	1,080.97	11,000.00	-9,919.03	9.8%
Total 5410 · Utilities	5,955.37	97,000.00	-91,044.63	6.1%
Total Expense	216,869.30	2,257,410.00	-2,040,540.70	9.6%
Net Ordinary Income	38,527,350.72	-139,910.00	38,667,260.72	-27,537.2%
Other Income/Expense				
Other Expense				
9999 · Misc. Expense	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	38,527,350.72	-139,910.00	38,667,260.72	-27,537.2%

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Accrual Basis

PRPD
Profit & Loss
July 2020

Attachment D

	Jul 20
Ordinary Income/Expense	
Income	
4200 · Impact Fee revenue	14,167.14
4300 · Program Income	11,216.07
4400 · Donation & Fundraising Income	1,250.98
4500 · Grant Income	150,000.00
4600 · Other Revenue	38,567,585.83
	38,744,220.02
Total Income	38,744,220.02
Gross Profit	38,744,220.02
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	110,539.14
5020 · Employer Taxes	7,986.15
5030 · Employee Benefits	15,847.30
5040 · Workers Comp Expense	13,012.50
5060 · Other Personnel Costs	62.25
	147,447.34
Total 5000 · Payroll Expenses	147,447.34
5100 · Program Expenses	
5130 · Program Supplies	639.05
	639.05
Total 5100 · Program Expenses	639.05
5200 · Advertising & Promotion	302.26
5220 · Bank & Merchant Fees	443.48
5260 · Dues, Mbrshps, Subscr, & Pubs	7,699.00
5280 · Equip., Tools & Furn (<\$5k)	
5284 · Program ET&F	1,160.27
5286 · Small Tools & Equipment	-1,113.81
	46.46
Total 5280 · Equip., Tools & Furn (<\$5k)	46.46
5290 · Equipment Rental	1,455.06
5300 · Insurance	36,453.50
5330 · Professional & Outside services	
5334 · Legal	1,730.30
5338 · Other Prof. & Outside Labor	2,501.85
	4,232.15
Total 5330 · Professional & Outside services	4,232.15
5360 · Repair & Maintenance	
5361 · Building R&M	181.26
5362 · Equipment R&M	767.05
5363 · General R&M	1,005.54
5364 · Grounds R&M	464.64
5365 · Pool R&M	2,305.57
5367 · Janitorial	615.47
5368 · Security	391.84
5369 · Vandalism	80.72
	5,812.09
Total 5360 · Repair & Maintenance	5,812.09
5370 · Supplies - Consumable	
5372 · Office Supplies	240.49
5374 · Safety & staff supplies	3,055.61
	3,296.10
Total 5370 · Supplies - Consumable	3,296.10
5380 · Taxes, Lic., Notices & Permits	691.00
5390 · Telephone & Internet	2,206.52
5400 · Transportation, Meals & Travel	
5406 · Meals	189.92
	189.92
Total 5400 · Transportation, Meals & Travel	189.92
5410 · Utilities	

4:19 PM
07/28/20
Accrual Basis

PRPD
Profit & Loss
July 2020

	<u>Jul 20</u>
5412 · Electric & Gas	3,406.26
5414 · Water	1,468.14
5416 · Garbage	<u>1,080.97</u>
Total 5410 · Utilities	5,955.37
Total Expense	<u>216,869.30</u>
Net Ordinary Income	<u>38,527,350.72</u>
Net Income	<u><u>38,527,350.72</u></u>

PRPD
RECOVERY PROJECT
 November 8, 2018 through July 31, 2020

	Total Recovery Project
Ordinary Income/Expense	
Income	
4600 · Other Revenue	652,202.00
Total Income	652,202.00
Gross Profit	652,202.00
Expense	
5000 · Payroll Expenses	
5010 · Wages & Salaries	185,731.42
5020 · Employer Taxes	13,311.74
5030 · Employee Benefits	48,244.36
5060 · Other Personnel Costs	0.00
Total 5000 · Payroll Expenses	247,287.52
5100 · Program Expenses	
5130 · Program Supplies	13,487.94
Total 5100 · Program Expenses	13,487.94
5200 · Advertising & Promotion	304.93
5240 · Copying & Printing	22.52
5270 · Education, Training & Staff Dev	50.00
5280 · Equip., Tools & Furn (<\$5k)	
5282 · Office ET&F	65.66
5284 · Program ET&F	1,366.75
5286 · Small Tools & Equipment	22,948.07
5280 · Equip., Tools & Furn (<\$5k) - Other	36.44
Total 5280 · Equip., Tools & Furn (<\$5k)	24,416.92
5290 · Equipment Rental	65,282.37
5320 · Miscellaneous Expense	505.61
5330 · Professional & Outside services	
5336 · Engineering	2,874.14
5338 · Other Prof. & Outside Labor	12,265.29
Total 5330 · Professional & Outside services	15,139.43
5350 · Rent-Facility use fees	14,800.00
5360 · Repair & Maintenance	
5361 · Building R&M	21,503.61
5362 · Equipment R&M	103,363.09
5363 · General R&M	377,231.47
5364 · Grounds R&M	87,975.80
5365 · Pool R&M	3,672.00
5366 · Vehicle R&M	86,947.87
5367 · Janitorial	1,629.16
5368 · Security	1,197.49
5369 · Vandalism	108.64
Total 5360 · Repair & Maintenance	683,629.13
5370 · Supplies - Consumable	
5372 · Office Supplies	5,609.83

PRPD
RECOVERY PROJECT
 November 8, 2018 through July 31, 2020

	Total Recovery Project
5374 · Safety & staff supplies	6,888.01
Total 5370 · Supplies - Consumable	12,497.84
5380 · Taxes, Lic., Notices & Permits	120.34
5390 · Telephone & Internet	2,230.41
5400 · Transportation, Meals & Travel	
5402 · Air, Lodging & Other Travel	325.37
5404 · Fuel	4,702.08
5406 · Meals	345.22
5408 · Mileage & Auto Allowance	17.60
Total 5400 · Transportation, Meals & Travel	5,390.27
5410 · Utilities	
5412 · Electric & Gas	589.11
5416 · Garbage	8,675.83
Total 5410 · Utilities	9,264.94
Total Expense	1,094,430.17
Net Ordinary Income	-442,228.17
Other Income/Expense	
Other Income	
9900 · Gain/(Loss) on Assets	0.00
Total Other Income	0.00
Other Expense	
9990 · Prior Period Audit Adjustment	0.00
9999 · Misc. Expense	-1,000,000.00
Total Other Expense	-1,000,000.00
Net Other Income	1,000,000.00
Net Income	557,771.83



BUTTE LOCAL AGENCY FORMATION COMMISSION

1453 Downer Street, Suite C • Oroville, California 95965-4950
 (530)538-7784 • Fax (530)538-2847 • www.buttelafco.org

April 24, 2020

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

Re: Upper Ridge Community Council/Magalia Community Park Board Concerns

Dear Mr. Efseaff:

We are in receipt of a letter (Attachment 1) from the Upper Ridge Community Council (URCC) and the Magalia Community Park Board of Directors (MCP) which was also copied to the Paradise Recreation and Park District (PRPD). The letter indicates the two community groups are not satisfied with the level of park and recreation services being provided by the PRPD in the Upper Ridge service area. Furthermore, the two groups have requested that the Butte Local Agency Formation Commission (LAFCo) initiate an update to the PRPD Municipal Service Review (MSR).

Prior to our addressing the letter's concerns and request, we ask that the PRPD review the letter and offer the District's perspective as to its contents. We appreciate that the landscape of park and recreation services on the Ridge has been altered by the Camp Fire impacts. We also recognize the District itself is in a period of reexamination of its current and future service provisions and the uncertainty that exists with respect to the population/park users.

With the benefit of the requested District response, we can then better determine the appropriate path forward. In effort of transparency, we have copied this letter to each of the community groups and as always, we are available to further discuss these issues with all stakeholders involved.

Sincerely,

Steve Lucas

Stephen Lucas
 Executive Officer

Attachment: March 6, 2020 letter from Upper Ridge Community Council/Magalia Community Park.

cc: LAFCO
 PRPD
 Upper Ridge Community Council
 Magalia Community Park Board of Directors
 Supervisor Teeter



6 March 2020

Upper Ridge Community Council
www.upperridge.org

Magalia Community Park
P.O. Box 203
Magalia, Ca. 95954

Stephen Lucas, Executive Officer
Butte LAFCO
1453 Downer Street, #C
Oroville, Ca. 95965

Dear Mr. Lucas,

The Upper Ridge Community Council (URCC) Executive Committee and the Magalia Community Park Board of Directors recently approved writing this request that LAFCO initiate a Municipal Service Review and Sphere of Influence update for the Paradise Recreation and Parks District (PRPD).

Much has changed in the District since the last review in 2009. Because of the 2018 Camp Fire, all of the numbers, including demographics, population centers and revenue for the district have changed significantly. Additionally, Butte County has received funding to create an Upper Ridge Community Plan, to be included in the Butte County General Plan. The information provided by a Municipal Service Review of the Paradise Recreation and Parks District will be an essential component in the development of a comprehensive plan for the area.

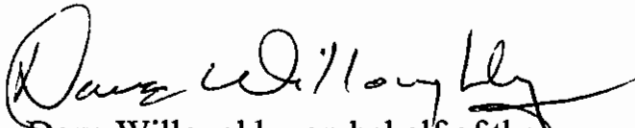
Over the last 72 years, the PRPD has built up recreation assets on the Paradise Ridge, but primarily in the town of Paradise with little in the remainder of their district. Areas identified as underserved in 2005 and 2009 remain underserved. Coutolenc Park never received the improvements recommended in the 2002-2016 plan, and the old archery range there has been

destroyed. Lakeridge Park was never improved at all and has since been burned and logged. There is currently not one acre of developed parkland in the population center of Magalia.

Though the PRPD Master Plan and the 2009 Municipal Service Review acknowledge the need for facilities in outlying areas, the district has failed to develop them and continues to focus on facilities within Paradise which are already more than sufficient for the current population of the Town.

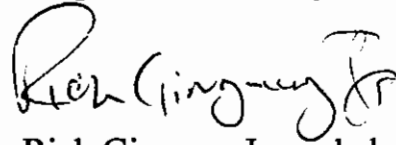
We therefore request a new Municipal Service Review and updated Sphere of Influence Plan. If the determination is that the PRPD cannot sufficiently serve both the Town and the unincorporated areas, we would further ask LAFCO to work with the URCC and Magalia Community Park to consider the detachment of Magalia from the district.

Upper Ridge Community Council



Dave Willoughby on behalf of the
Executive Committee

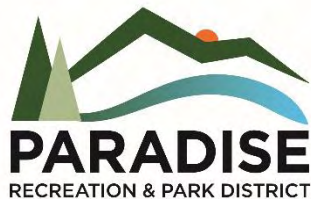
Magalia Community Park



Rich Gingery, Jr. on behalf of
the Board of Directors

cc:

Paradise Recreation & Parks District Board of Directors
Butte County Board of Supervisors
Chico Enterprise-Record
KCRA TV
KHSL: Action News Now
Chico News and Review



Paradise Recreation & Park District

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

Phone: 530-662-2037
Fax: 530-872-8619
Website: www.ParadisePRPD.com

July 15, 2020

Mr. Steve Lucas
Executive Officer
Butte Local Agency Formation Commission
1453 Downer Street, Suite C
Oroville, CA 95965

Subject: Upper Ridge Community Council/Magalia Community Park Board Concerns

Dear Mr. Lucas:

Thank you for the opportunity to respond to your letter from April 24, 2020. We understand that the Magalia Community Park (MCP) and the Upper Ridge Community Council (URCC) Board of Directors requested a Municipal Service Review and Sphere of Influence update for the Paradise Recreation and Park District.

To help address this issue more fully, I have split our letter response into the following sections: Background, Current Progress, and Upcoming Directions. We believe that this information will help demonstrate the District's commitment and efforts to serving the Community.

Background

Since 1948, the Paradise Recreation and Park District provides recreation facilities and programs to the residents of Paradise, the Butte Creek Canyon area, and the unincorporated communities of Magalia/Paradise Pines and Concow/Yankee Hill. Pre-Camp Fire, the District served 50,000 people living in a 170-square mile area and manages nearly 500 acres of park land and facilities. In this year, we nearly doubled our managed property with the addition of Paradise Lake in Magalia.

We are a fiscally conservative District, long operating on modest revenues. The District only adds parks and amenities as funds accumulate or with outside funding. For example, the District added remarkable amenities to Bille Park in 2003; however, that expansion area sat as undeveloped park land for decades (since the 1970's or 80s) until sufficient funds were released from a competitive state-wide grant.

We are keenly interested in developing park facilities in Magalia. However, many of our parks and facilities in Paradise also serve Magalia. For example, many citizens from Magalia enjoy Moore Road Park, even though it is in Paradise. The Park is only 1.5-2

miles away from lower Magalia, while residents in lower Paradise may have to travel over 5 miles to get to the Park.

Most of the land that the District owns and manages is within the Magalia zip code, Coutolenc (340 acres), Lakeridge (26 acres), and the just added, Paradise Lake, which includes a playground, picnic site, trails, and boat launches, (over 420 acres).

In 1962, the District negotiated use of Bureau of Land Management (BLM) land to create Coutolenc Park. For decades, this 340-acre park provided hiking, horseback riding, fishing and swimming at the main West Branch of the Feather River (the hiking trails include access to the two overlooks, West Branch of the Feather River, Madrona Falls and Little West Branch). In 2015 the District sought a Trails Grant to repair and improve the trail access to the Feather River, but the grant was rejected. The District worked with several groups to operate an archery range on the property, and for decades (until the fire), the property hosted, "Camp Coutolenc" which was an annual staple for ridge families.

In June 2020, the District added a recreational jewel with Paradise Lake which added 4.7 miles of trails, developed restrooms, picnic facilities, playground, portable restrooms, non-motorized boat access (two boat ramps), and fishing. The facility has been used for a variety of events and has been a ridge recreational landmark for decades.

Lakeridge Park is an undeveloped park in Magalia. The 26 acres provided recreational trails. While the District had a long-standing interest in developing a park in the area, the efforts really kicked off in 2006 with guidance from the Magalia Ad-Hoc Committee, which formed to guide the District on Magalia resident preferences for a new park.

Newcomers to our District may not know of the substantial public outreach and participation that the District conducted. District staff met with the "Magalia Ad-Hoc Committee" at Cedarwood Elementary School from 2006-2012. The advisory committee composed of representatives from:

- California Conservation Corp;
- Citizens of Magalia.
- Greenbelt Committee;
- Magalia Beautification Association;
- Magalia Lions Club;
- Paradise Pines Property Owners Association;
- Upper Ridge Trails Alliance; and the
- Upper Ridge Wilderness Association.

A Paradise Post article (2/2/2006) highlighted the effort. Former District Manager Mike Trinca noted that the effort was a long-term effort as the challenges finding resources to develop a park and even once a site was found, some people may not be enthusiastic about the location. He noted optimism that Magalia could use the examples of Paradise businesses and citizens to fund programs and facilities.

The committee worked with District staff on design/use planning for the park, to write letters of support for District grant proposals, and identify property within Magalia that

would serve well as a park. The District submitted at least a dozen funding requests but was not successful on securing a large grant.

In 2007, District Manager Trinca contacted numerous landowners, including the defuncted golf-course land for the future park location. All landowners declined to sell their land. In 2009, the District secured a 1-acre parcel that in turn allowed for access to 25 acres of Paradise Irrigation District land. The District has a long-term agreement on the property for recreation. In 2011, the District completed the Environmental Review required for potential park development, and in 2015, the District completed the installation of 150 feet of curb, gutters, and sidewalk at Lakeridge property.

We should also note that the District has made substantial contributions to the Pine Ridge Gymnasium (\$250,000) and maintains an excellent relationship with the schools and other school related partners in the Upper Ridge. The District conducts regular basketball and other programs out of the facility. The evening drop-in program have been a popular Ridge fixture for years.

Our District also runs robust recreational programs for a variety of interests and ages. For example, out of a sample of participants (n=1554) in our programs from FY 2017-2018 in which we have good zip code data, Magalia residents participated in 17.1% of programs. In FY 2019-20, Magalia residents represented 29.9% of all sampled participants (n=528) participants. These numbers do not represent participation in events or classes without pre-registration and so some participation may be higher. However, even with the limitations of this sub-set, the District provides services to hundreds of Magalia and Upper Ridge residents and families.

Current Progress

For future planning purposes, the District has sub-divided our boundaries to consider programs, resources, and facilities to better serve Paradise, Magalia, Concow/Yankee Hill, and Butte Creek Canyon. Although Paradise only occupies about 15% of the District, over half of the District's revenue and population was congregated in that area (Magalia provides about 1/3 of revenue).

Camp Fire clean-up and current timber harvest operations delayed improvement efforts on Magalia area properties. In Fiscal Year 2018-19, we planned to conduct outreach, develop a management plan, and make some "wildland" amenity improvements to Coutolenc and Lakeridge, the fire impacts and loss of staff set those efforts back. However, we were able to complete a conceptual plan of Lakeridge improvements that will aide with developing funding sources.

One source of park development funds are impact fees. These fees must be spent in the jurisdiction where they were generated (incorporated and unincorporated). Because of the more substantial development, fees related to Paradise that must be spent in Paradise are much greater than the rest of the areas combined (over 70% of the roughly \$583K available). Therefore, we have limited funds to spend on improvements in unincorporated areas.

The District remains committed to developing new facilities. Over the last year alone, we have applied for over \$10,000,000 in funding requests for trails, facilities, equipment, parks, and programs. While some of those efforts are statewide initiatives, we also made a presentation to the Butte County Board of Supervisors to request funding with planning and public outreach to aid the development of the Lakeridge Park property (Magalia). The funding would have allowed for citizen input into the design and potentially bring us closer to a competitive grant proposal for construction.

We were puzzled when a person that participates in MCP and URCC activities opposed County support of the park funding. The Supervisors supported another project in the County.

The District is being creative in developing improvements, phasing projects into smaller pieces, and is cultivating business and organizational partners and donors to help complete key projects on the sites. We also have initiated a successful volunteer program that has amassed hundreds of volunteer hours (mostly at Lakeridge and Paradise Lake), even though the program is only a few months old and hampered by COVID-19 restrictions. We would welcome participation from the MCP and URCC to help invest efforts into our parks.

Upcoming Directions

The District is developing substantial programs and events for Paradise Lake once COVID-19 restrictions are lifted, but even so we have managed to conduct a successful online photo-fishing derby and are planning other events as well.

We are hopeful that outside funding will greatly improve our ability to add services in the Magalia area. For example, in response to outreach and online surveys, we know that walking and biking trails consistently rank highest in “Most Needed Facilities” (2010 Master Plan, Tables 7 and 15). Most respondents (51%) were Magalia residents.

Therefore, the District has prioritized trails and we are in the middle of an application process to create a 20-mile natural surface loop trail system from the Lakeridge Park to Paradise Lake. This trail system aligns with the 2018 Butte County Trails Plan, the 2030 Butte County General Plan, supports the health goals, and may serve as a driver for economic opportunities on the Ridge. We would hope that URCC and MCP can provide letters of support for those efforts.

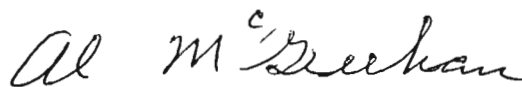
Because of the impacts and aftermath of the fire, we will be initiating a Master Plan effort to consider facilities and directions. Recently, we have met with representatives from URCC and MCP and we welcome the productive input from them and other groups, businesses, and families that we serve on the Upper Ridge to help develop a blueprint to help guide the District over the next decade.

Although we have additional information to share, we felt that the information above may provide adequate context for the members of the MCP and URCC. Despite limited resources and recent challenges, our District is making significant strides to serving our citizens and we are committed to delivering new opportunities to Magalia and other areas of the District. We hope that the MCP and URCC will engage with us as we build a better safer community, develop new programs and opportunities.

Sincerely,



Dan Eiseart
District Manager



Al McGreehan
Chair, PRPD Board of Directors

Enclosure(s):
Copy: BOD members

LAFCO.letter.Magalia.response. 20.0731

Staff Report

August 14, 2019



DATE: 8/4/2020
 TO: Board of Directors
 FROM: Dan Efseaff, District Manager
 SUBJECT: Sierra Nevada Conservancy Grant #1157-LC
 Project: Acquisition to Expand and Enhance Noble Park and Oak Creek Park
 Resolution #19-08-4-467

1. Summary

On August 14, 2019, the PRPD Board of Directors (BOD) supported the District application for acquisition of the 1) Noble Park and 2) Oak Creek Park additions. Previous action (May 8, 2019 BOD meeting), provided conceptual support to make additional acquisitions for the District, especially areas adjacent to existing park land, and the Recreation and Parks Committee toured the properties and supported the potential acquisitions. In June, the Sierra Nevada Conservancy approved funding for the project.

Recommendation: Accept acquisition funding and authorize completion of 1) Grant Agreement, and 2) Payee Data Record Form (STD 204).

2. Background

Staff submitted a preapplication in May 2019, and was later invited to submit a full proposal for consideration, and in June, the Sierra Nevada Conservancy (SNC) approved grant agreement (No.1271-RT for the Acquisition to Expand and Enhance Noble Park and Oak Creek Park in Paradise, CA) for the amount of \$220,700.

The Grant may be summarized as follows:

- Project Name: Acquisition to expand and enhance Noble Park and Oak Creek Park in Paradise, Butte County CA
- Project Category: Category One (Maximum \$1,000,000.00 grant award. A completed fee title or easement Acquisition. Acquisition Type: Fee-Title Property
- Requested Grant Amount: \$220,700.00

Funding is provided under the Proposition 68 Sierra Nevada Watershed Improvement Program Strategic Land Conservation Grant Program Of 2019 Under the Park And Water Bond Act Of 2018. Funds will complete the acquisition and complete some of the due diligence and planning,

These property acquisitions (proposal costs not to exceed \$220,700) expand existing park lands (Noble Park and Oak Creek Park), improve our ability to manage fuels, expand recreational opportunities, and protect forest, watershed, and archeological resources. The Noble Addition (Barch, 6667 Nedry Drive) property (8.92 acres) preserves natural habitat (wetland, year-round creek, oak woodland, and grinding stones) and provides a natural component to the adjoining Noble Park property (12-acres of former orchard land and planned as a developed park). The Oak Creek Addition (Baker, 1489 Pearson) property (2.6 acres) provides “front door” access (the park currently has access only across private property) from a major road (Pearson Road) and opens 17.3 acres of creek-side forest and trails on Oak Creek Park. The completed acquisitions open the door to future collaboration with partners.

SNC provided the following milestones to complete the project.

Milestone	Timeline
Six Month Progress Reports	Every six months
Due Diligence (Environmental Site Assessments, surveys, title and escrow)	February 2021
Management Plans	March 2021
Acquisition of Oak Creek Park	March 2021
Acquisition of Noble Park	March 2021
Estimated Project Completion Date	April 1, 2021

3. Fiscal Impact

Some additions funds required for management of the properties; however, they may reduce our costs of maintenance since they add additional access to already existing park land and these costs will can be absorbed.

4. Permits and Environmental Review

If accepted, the District will have to complete CEQA documentation and obtain permits from the Town of Paradise when future construction occurs. Parks and open space are an acceptable land use under current zoning.

5. Discussion

SNC requires documentation for District completion notably the 1) Grant Agreement, and 2) Payee Data Record Form (STD 204). The Payee Data Record form outlines the requirements for grant administration and the cost reimbursement processes necessary for successful completion of your project. The Prior action BOD action authorized the District Manager to complete documentation on behalf of the District on this project and if there are other documents that arise, that authorization will be sufficient, but staff wanted to have the Grant Agreement approved by direct BOD action.

Once the Agreement and Form are returned, the SNC Deputy Executive Officer will sign the agreements, and a fully executed copy of the agreement will be emailed and mailed to you for your records. Costs associated with your project as authorized under the agreement may be incurred beginning the day the agreement is executed by the SNC, but not before. You will be notified of the official start date by email once your agreement is signed by SNC.

Attachments:

- A) Grant Agreement
- B) Payee Data Record Form (STD 204)

O:\Project_Development\SNC\2019_0814_District_Report_Noble_Oak_Creek_1157_LC.docx
8/6/2020

**Signature Page State of California
Sierra Nevada Conservancy – GRANT AGREEMENT**

GRANTEE NAME:	Paradise Recreation and Park District	
PROJECT NAME:	Acquisition to Expand and Enhance Noble Park and Oak Creek Park in Paradise, California	
AUTHORITY:	California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 – Proposition 68	
PROGRAM:	Sierra Nevada Conservancy – Vibrant Recreation and Tourism Program	
AGREEMENT NUMBER:	1271-RT	
BOARD AWARD DATE	06/04/2020	
<p>GRANT SUMMARY: Under the terms and conditions of this Agreement, the Grantee shall acquire fee title to the Property the and complete other deliverables and reporting described in Exhibit A, provide the report(s) and comply with the recordation requirements identified in Exhibit C. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant Funds amount as specified below for fee title acquisition of the Property including budgeted expenses related to the acquisition.</p> <p>KEY DEADLINES: <u>Acquisition Deadline:</u> The Grantee shall complete acquisition of the Property by January 1, 2022.</p> <p><u>Payment Request for Final Expenditures, Final Report, and Deliverables:</u> The Grantee shall submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by Agreement, by February 15, 2022.</p> <p><u>Monitoring Period:</u> The SNC has the right to monitor the Project site in perpetuity following the acquisition not less than once every three calendar years.</p>		
<p>PROJECTCONTACTS:</p> <p>Lynn Campbell is the Sierra Nevada Conservancy's designated project lead for this Agreement.</p> <p>The Grantee’s Authorized Representative is Dan Efseaff.</p>		
Total State Grant not to exceed	\$220,700	(or Project costs, whichever is less)

All terms and conditions are set forth in the attached Agreement, which is hereby executed as follows:	
GRANTEE PARADISE RECREATION AND PARK DISTRICT	STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY
By (Signature):	By(Signature):
Name (Print):	Name (Print): Julie Alvis
Title:	Title: Deputy Executive Officer
Date:	Date:
Organization Address: 6626 Skyway Road Paradise, CA 95969	Organization Address: 11521 Blocker Drive Suite 205 Auburn, CA 95603

**GRANT AGREEMENT
for Acquisition of Fee Interest
State of California – Sierra Nevada Conservancy**

Grantee Name: Paradise Recreation and Park District

Project Title: Acquisition to Expand and Enhance Noble Park and Oak Creek Park in Paradise, California

Agreement Number: 1271-RT

Authority: California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 – Proposition 68

Program: Sierra Nevada Conservancy Strategic Land Conservation

SCOPE OF AGREEMENT

Pursuant to Division 23.3 of the California Public Resources Code (commencing with Section 33300), the Sierra Nevada Conservancy (“Grantor”) hereby grants to **Paradise Recreation and Park District** (“Grantee”) a sum not to exceed **Two Hundred Twenty Thousand Seven Hundred** dollars (**\$220,700**) (“Grant Funds”), upon and subject to the terms and conditions of this Grant Agreement for Acquisition of Fee Interest (“Agreement”).

PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of facilitating the project (the “Project”) generally described as: Grantee’s acquisition of fee title over approximately 11.5 acres of land commonly known as Noble Park addition (Barch) and Oak Creek Park addition (Baker), located in the County of Butte, California (the “Property”) known as 050-230-088 and 054-220-060 (County Assessor’s Parcel No.), and described in Exhibit B, which is incorporated by reference and attached. The owners of the Property are referred to in this Agreement as the “Landowner.”

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Project Implementation

1. Grantee shall complete the acquisition and other deliverables by the deadlines set forth on the signature page of this Agreement.
2. Grantee shall have deposited, or caused to be deposited, into escrow all funds beyond those granted under this Agreement that are needed for Grantee to complete its acquisition of the Property.
3. The Property shall be acquired from a willing seller(s) for a purchase price which does not exceed the Fair Market Value of the Property as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be subject to the approval of Grantor including any third-party Grantor chooses to review the appraisal.
4. If Grantee is a public agency, Grantee shall comply with all applicable federal, state, and local laws or ordinances that apply to relocation of persons occupying the Property to be acquired.
5. Prior to close of escrow, Grantee shall submit to the Sierra Nevada Conservancy ("SNC"), for review and approval, all documents pertaining to Grantee's acquisition of the Property, including, without limitation, appraisals, preliminary title reports and items referenced therein, options, agreement for purchase and sale, escrow instructions, and instruments of conveyance.
6. Grantee shall have removed or caused to be removed, or otherwise addressed to the satisfaction of Grantor, any encumbrances or defects of title which Grantor determines are inconsistent, or could interfere, with the Purposes of Grant. Any outstanding security interests or monetary encumbrances affecting the Property shall have been terminated.
7. Grantee shall record or cause to be recorded, concurrently with close of escrow for the purchase of the Property, a Notice of Unrecorded Funding Agreement (the "Notice"), incorporating by reference this Agreement and giving public notice that Grantee received funds under the Agreement in order to assist Grantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, Grantee has agreed to the terms of this Agreement. The Notice shall be in the form of Exhibit C.

B. Use of Property Acquired under this Agreement

1. The Property shall be held, used, operated, managed, and maintained only in a manner that is consistent with this Agreement, including the "Purposes of Grant" set forth above.
2. Grantee shall pay before delinquency all taxes, assessment (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority and shall furnish Grantor with satisfactory

evidence of payment upon request. Grantee shall keep the Property free from any liens including, without limitation, those arising out of any obligations incurred by Grantee for any labor or materials furnished or alleged to have been furnished to or for Grantee at or for use on the Property.

3. The Property (including any portion of it or any interest in it) shall not be assigned, sold, transferred, exchanged or otherwise conveyed with respect to the whole or any portion of the Property without the written approval of the State of California, acting through the Executive Officer of the Sierra Nevada Conservancy ("SNC"), or its successor. Such approval shall not be unreasonably withheld so long as the Property shall continue to be held, administered, maintained, enforced and defended in a manner consistent with this Agreement, including the "Purposes of Grant" set forth above, and each successor-in-interest assumes and agrees in writing to be bound by the terms, covenants, and conditions of this Agreement.
4. The Property, including any portion of it, shall not be used for mitigation, or satisfaction of a condition imposed by a regulatory agency or body, without the prior written approval of the State of California, acting through the Executive Officer of SNC, or its successor.
5. The Property, including any portion of it, shall not be used as security for any debt without the prior written approval of the State of California, acting through the Executive Officer of SNC, or its successor.
6. At the request of Grantor, not less than once in any period of three calendar years, Grantee shall make arrangements for staff of Grantor to access the Property to assess compliance with the terms, covenants and conditions of this Agreement. Such access shall be in the company of Grantee and the Landowner, unless the Grantee or the Landowner otherwise agrees.
7. If all or any part of the Property is under threat of being taken by exercise of the power of eminent domain, Grantee shall notify Grantor promptly in writing. If all or any part of the Property is taken by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantor and Grantee shall act jointly to recover from the condemning authority the full value of the property so taken or purchased, and all direct or incidental damages resulting therefrom. SNC shall be entitled to the share of the Award (as defined below) which equals the ratio of the Grant Funds provided by SNC to the purchase price Grantee paid to acquire the Property (e.g., if SNC provided \$50,000.00 of Grant Funds and the Property purchase price was \$75,000.00, then SNC would be entitled to two-thirds of the Award). For purposes of this Agreement, the "Award" shall mean all compensation awarded, paid or received on account of Grantee's interest in the Property so taken or purchased, and all direct or incidental damages resulting from the taking or purchase, less all out-of-pocket expenses reasonably incurred by Grantee in connection with the taking or purchase.

8. Grantee shall ensure that the terms and conditions of this Agreement are taken into account when calculating the baseline/business as usual of the Property for purposes of establishing carbon credits or other emissions offsets that the Grantee proposes to authorize, create, sell, exchange or transfer with respect to the Property. Grantee further agrees to notify Grantor at least 45 days prior to any such proposed establishment.

C. Deliverables and Reports

1. Grantee shall provide to Grantor, promptly following the close of escrow, a conformed copy of the recorded deed(s) and Notice, with all recording information, as well as a copy of the final closing or settlement statement and the title insurance policy insuring Grantee as the owner of fee simple title to the Property subject only to those matters approved by Grantor under Section A.6 of this Agreement. Grantee shall also provide copies of such other documents related to the closing of the above transaction as requested by Grantor.
2. Grantee shall submit all reports described in Exhibit A. SNC may delay disbursement of Grant Funds if Grantee fails to submit reports by the deadlines set forth in Exhibit A.
3. Progress Reports must be submitted using the Progress Report Template Form. For the Final Report and Performance Measures reporting Grantee must use the Final Report Form. Forms are available at:
<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/> .
4. All material, data, information, and written, graphic or other work produced, developed, or acquired under this Agreement is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.
5. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project deliverables prior to making any payment.
6. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:

- a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
- b. Spatial data: ESRI-useable format meaning the data must have a spatial reference (coordinate system-geographic or projected, and a spatial extent) and include metadata at minimum in accordance with BIOS metadata standards (<http://bios.dfg.ca.gov/metadata.asp>) or one of the metadata styles referenced by ESRI (<http://desktop.arcgis.com/en/desktop/latest/manage-data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that SNC will enter spatial data into the State's BIOS (Biogeographic Information and Observation) system, where applicable.

D. Project Costs and Disbursement

1. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of the grant Agreement.
2. Requests for payment of Grant Funds into escrow must be accompanied by a letter on Grantee's letterhead, requesting that funds be deposited directly into escrow on behalf of Grantee. The request shall contain all of the following:
 - a. Name and address of Grantee;
 - b. Project name and number of this Agreement;
 - c. Dollar amount and purpose of disbursement;
 - d. Name, address and telephone number of the title company or escrow holder, name of the escrow officer, and the escrow account number to which the Grant Funds will be disbursed; and
 - e. A certification by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) which are needed to complete the Project, including Grantee's acquisition of the Property, have been secured and have been or will be deposited to escrow prior to or at the same time as the requested Grant Funds.
3. SNC shall disburse the Grant Funds by State warrant directly into escrow for purposes of the purchase price of the Property, and for closing costs if eligible as set forth in Exhibit A.
4. SNC disbursement of Grant Funds into escrow are dependent upon SNC review and approval of all applicable transfer documents as outlined in Exhibit D: Acquisition and Escrow Requirements.

5. SNC shall disburse non-acquisition grant funds identified in Exhibit A as follows:
- a. SNC shall disburse funds for eligible costs incurred by Grantee on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request For Payment and upon Grantee's satisfactory progress toward completion of the acquisition-related tasks. SNC will disburse the cumulative 10 percent retention as provided in the Project Completion section of this Agreement. SNC may, in its sole discretion, waive the 10 percent retention.
 - b. To be eligible for reimbursement, eligible expenses must be documented by appropriate receipts. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations ("CCR"), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred.
 - c. All Requests For Payments must be submitted using a completed Request For Payment Form which is available at:
<https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.
This form must be accompanied by: 1) an itemized list of all expenditures according to Project Budget categories, and 2) supporting documentation that clearly identifies the expenditure(s) in relation to the Project Budget categories. Payment requests may not be submitted more often than monthly.
 - d. Any Request For Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor are the responsibility of the Grantee and are not reimbursable under this Agreement.
 - e. SNC is not obligated to pay any Request For Payment unless the Grantee is in compliance with all deadlines for submission of reports required by Exhibit A.
 - f. If SNC determines, in its sole discretion, that compelling need warrants payment of non-acquisition grant funds in advance, SNC may pay Grantee limited advance payments for eligible costs with appropriate documentation

upon a schedule and structure of SNC design, provided that SNC will not authorize an advance to a State agency or a joint powers agency created by an agreement to which the State is a party.

E. Project Completion

1. Within 60 days of the completion of the Project, or by the deadline identified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
 - a. All deliverables as specified in the Agreement Exhibit A;
 - b. A Request for Payment for final expenditures, with all required supporting documentation;
 - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months);
 - d. A Final Report including reporting on performance measures;
 - e. Any other documentation or submittals required by Exhibit A of this Agreement;
 - f. Evidence that a sign or signs have been installed consistent with the approved sign plan;
 - g. Photographs documenting completion of the project.
2. Following the receipt of above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.
3. Following receipt and completion of the above, SNC will reconcile the Project's financial reporting and prepare a Project Closeout Form. The Project Closeout Form must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained funds. Release of retention is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.
4. SNC shall issue a letter of completion for the Project and the Project shall be deemed completed as of the date of the letter.

F. Termination of Agreement

1. At any time, the SNC may disallow all or part of the cost of any activity or action that it determines to be out of compliance with the terms and conditions of this Agreement.

2. Prior to acquisition of the Property, either party may terminate this Agreement by providing the other party with seven (7) days' written notice of termination.
3. If SNC suspends or terminates this Agreement prior to acquisition of the Property, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds. If this Agreement is terminated after SNC's deposit of the Grant Funds into escrow but before Grantee's close of escrow for acquisition of the Property, Grantee shall cause the escrow holder to immediately return all Grant Funds to SNC and Grantee shall bear all costs and expenses of such termination.

G. Breach and Default

1. In the event of a breach of any of the terms, covenants or conditions of this Agreement, Grantor shall give written notice to Grantee describing the breach. Notice shall be deemed given when personally delivered or deposited in the United States Mail, postage prepaid, or with a reliable over-night courier, addressed to Grantee at Grantee's address for notices set forth at the beginning of this Agreement.
2. If Grantee does not cure the breach within 90 days of the date a notice of breach is given or, if the breach is not curable within said 90-day period, or Grantee does not commence the cure within the 90-day period and diligently pursue it to completion, then Grantee shall be in default ("Default") under this Agreement.
3. Grantee shall also be in Default under this Agreement upon the discovery that information given to Grantor by or on behalf of Grantee under or in connection with obtaining this Agreement was materially false, incomplete or misleading. Notice of a Default under this Subsection shall be given in accordance with Subsection 1 of this Section.

H. Remedies

In the event of a Default under this Agreement, in addition to any and all remedies available at law or in equity, Grantor shall have the following remedies:

1. If SNC finds that Grantee has violated any provision of this Agreement, SNC may, following written notice to Grantee, require Grantee to repay SNC one of the following amounts, to be determined by SNC in its sole discretion: (i) an amount equal to the total Grant Funds disbursed under this Agreement, or (ii) in the case of a sale or disposition of the Property (or a portion of or interest in the Property), an amount calculated by applying the ratio of the Grant Funds provided by SNC to

the purchase price Grantee paid to acquire the Property to the full proceeds of the sale or other disposition.

2. Grantor may seek specific performance of this Agreement. Grantee agrees that payment by Grantee to Grantor of an amount equal to the Grant Funds disbursed under this Agreement would be inadequate compensation to Grantor for any Default because the benefit to be derived by Grantor from full compliance by Grantee with the terms of this Agreement is as described in Exhibit A and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by Grantor by way of Grant Funds under this Agreement.
3. If the Grantee is a nonprofit or tribal organization, there is hereby created:
 - a. A remainder interest vested in the State of California, for the benefit of SNC that provides that if Grantee ceases to exist, all of Grantee's right, title and interest in and to the Property shall immediately vest in the State of California, for the benefit of SNC, or in such other public agency or nonprofit organization designated by SNC; and
 - b. A power of termination pursuant to Civil Code Section 885.010 vested in the State of California, for the benefit of SNC, that may be exercised by SNC in the event of a violation of the purposes of the grant through breach of a material term or condition of this Agreement by Grantee or its successor-in-interest. Upon the recordation of a notice of SNC's exercise of the power of termination, full title to the interest in real Property identified in the notice shall immediately vest in the State, for the benefit of SNC, or in another public agency or a nonprofit organization designated by SNC.
4. Despite the contrary provisions of Section I of this Agreement, if Grantor determines that circumstances require immediate action to prevent or mitigate interference with the Purposes of Grant arising from a breach of this Agreement, then Grantor may pursue its remedies without waiting for the period provided for cure to expire.

I. Signage and Acknowledgment

1. Unless otherwise agreed upon in writing between the parties, the Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this Project has been provided by the Sierra Nevada Conservancy, an agency of the State of California under the under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68).

2. Grantee shall install one or more signs on the Property, or other location as appropriate, identifying the Property, displaying SNC's logo, and acknowledging SNC funding for the Project. The signage shall also acknowledge funding under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) by using the official logo prepared by the California Natural Resources Agency, which SNC has available in various file formats. Prior to placing signage, Grantee shall submit a sign plan, for review and approval of the Executive Officer that describes the number, design, location, and wording of the required signage. SNC may withhold final disbursement until the signage is installed in accordance with the approved sign plan.

J. Financial Records

1. Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.
2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail that will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors.
4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.

K. Audit Requirements

1. SNC may review, obtain, and copy all records required to be retained by this Agreement and any other records relating to Grantee's performance under this Agreement. Grantee shall provide the Conservancy or its agents with any

relevant information requested and shall permit the Conservancy or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement and any applicable laws and regulations.

2. This Agreement, the Project, and the records required to be retained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the Resources Agency, the Department of Finance, and the State Auditor, during the records retention period specified in Section K.6 above.

L. Assignment

This Agreement is not assignable or transferable by the Grantee, either in whole or in part, except in connection with a transfer of the Property approved by SNC under Section B.3.

M. No Agency Agreement

In entering into and carrying out this Agreement, Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

N. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement or the acquisition, ownership, management, monitoring, enforcement, defense or administration of the Property, except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.
2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall

not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Agreement or any of the rights of SNC under it.

O. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or use of family-care leave, medical-care leave, or pregnancy-disability leave. (Government Code section 12940). Grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.
2. Consistent with Government Code section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code section 12990, Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.
4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination and compliance provisions of this Agreement in all contracts related to the Project.

P. Computer Software

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

Q. Unionizing

By signing this Agreement, Grantee certifies that no funds provided to Grantee under this Agreement will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code section 16645.2.

R. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

S. Waiver

No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to, a breach by the other party shall constitute consent to or, waiver of any subsequent or other breach by the other party.

T. Time of the Essence

Time is of the essence with respect to completion of the Project. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

U. Amendment

This Agreement and the attached exhibits constitute the entire Agreement between the parties relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

V. Survival

The obligations in the "Use of Property Acquired under this Agreement" and "Liability" sections, above, shall survive the termination of this Agreement.

W. Governing Law and Venue

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this

Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

X. Authorization

The signature of the Executive Director certifies that at the Sierra Nevada Conservancy Board meeting held on June 4, 2020, the Board authorized the award of an acquisition grant to Grantee as provided in this Agreement.

Y. Non-Availability of Funds

Grantor shall not be obligated to disburse any Grant Funds under this Agreement unless and until the bond cash proceeds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure for this grant. Despite any contrary provision of this Agreement, no request for disbursement submitted prior to the release of such bond cash proceeds to Grantor shall be effective.

Z. Exhibits

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A - Property Scope, Schedule, and Costs
- Exhibit B – Property Description
- Exhibit C - Form of Notice of Unrecorded Funding Agreement
- Exhibit D – Acquisition and Escrow Requirements

Exhibit A: Project Scope, Schedule, and Costs

**Sierra Nevada Conservancy
Recreation and Tourism Directed Grant Program**

Grantee: Paradise Recreation and Park District

Project Title: Acquisition to Expand and Enhance Noble Park and Oak Creek Park in Paradise, California

Agreement Number: 1271-RT

Funding Authority: Proposition 68, Chapter 8, Section 80110(b)(9)

PROJECT SCOPE / DESCRIPTION

Located in Paradise, Butte County California, the Acquisition to Expand and Enhance Noble Park, and Oak Creek Park project supports two strategically located fee-title acquisitions of burned residential properties by the Paradise Recreation and Parks District (PRPD). These acquisitions are top priorities for the PRPD because they adjoin existing district park lands. The Oak Creek property is 2.6 acres and will provide public access to an additional 17 acres of landlocked PRPD park lands that are currently accessed by user-created trails across private land. The Noble Property is 8.9 acres of wetlands and natural areas adjacent to the 12-acre Noble Park.

Following the Camp Fire, a window of opportunity opened for the urban area of Paradise to address fire-related concerns, future pressures related to climate change, and previous, unwise development. The Town of Paradise has moved forward quickly with long-term recovery plans and this project includes acquisitions in support of those plans' goals of improved park access, improved fire safety, increased shelter-in-place options, and improved community connectivity. The acquisitions improve existing roads and connections to public access as well as access for emergency response and park land management. The acquisitions are supported by the Long-Term Recovery Plan lead by the Town of Paradise and Butte County, and the PRPD's Master Plan. All due diligence tasks and the acquisition from the sellers will occur within six to nine months of grant execution.

The acquisitions improve access to public lands, provide sustainable recreation opportunities, and protect natural resources. The project acquisitions provide the opportunity to demonstrate best management practices for urban forested land, including the use of prescribed fire. Proper management of these properties will reduce catastrophic wildfire risks, increase the long-term carbon storage of these lands, and provide educational opportunities for students and landowners on proper land management. This project also will help PRPD lead a re-envisioning of the town of Paradise as a recreation-oriented community with parks that meet multiple objectives.

PROJECT TASKS

Detailed Project Tasks	Approximate Project Timeline	Budget Category
Six Month Progress Reports (2)	January 1, 2021 April 1, 2021	A, C
Proposition Signage for two properties (draft sign design, submit to SNC for review, install sign)	Before Project Completion	A, C
Due Diligence for two properties (Phase I Environmental Site Assessments, land surveys and title reports; SNC escrow documentation)	February 2021	A, B
Management Plans (2)	March 2021	A, B
Acquisition of Oak Creek Park	March 2021	A, B
Acquisition of Noble Park	March 2021	A, B
Anticipated Completion Date	April 1, 2021	
Request For Payment Of Final Expenditures	60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement	
Final Report		
Performance Measures Report		

PROJECT COSTS

Project Budget Categories	SNC Funding
A. Project Management	\$4,200
B. Project Implementation	\$208,150
C. Reporting, Performance Measures, Bond Signage	\$4,350
Administrative Costs	\$4,000
TOTAL	\$220,700

PROJECT DELIVERABLES**

Deliverable	Format	Date Due
Reports: every 6 months	SNC Report Forms	Every 6 months starting from execution date of Grant Agreement until Project Completion Date
Proposition signage	Pictures / Location Mapping	As Completed
Due Diligence & SNC-required pre-escrow products for two properties including Phase I Environmental Site Assessments, land surveys and title reports	PDF Documentation	As Completed
Recorded Title Documentation for two properties	PDF Documentation	As Completed
Management Plan: Oak Creek Park	PDF Documentation	As Completed
Management Plan: Noble Park	PDF Documentation	As Completed
Request For Payment Of Final Expenditures	SNC Request for Payment Form	60 days from Project Completion or no later than the <i>Key Deadline: Payment Request for Final Expenditures</i> identified on the signature page of the Agreement
Final Report & Performance Measures Report	SNC Final Report Form	

** Deliverable is the term for the quantifiable goods or services that will be provided upon the completion of a Project. A **deliverable** could be a report, a document, or any product that results from a Project.

PROJECT REPORTING REQUIREMENTS

Progress and Final Report(s):

The Grantee shall provide six-month progress reports and a final report as specified in the Project Schedule. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report. The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) Web site in the following location: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/>.

Performance Measures Reporting:

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals.

The Grantee shall report on Performance Measures as part of the Final Report. The Grantee shall consider the following four quantitative Performance Measures and report on the ones that are applicable to this Project. Additional information, including details on specific Performance Measures, can be found on the SNC Web site in the following location: <https://sierranevada.ca.gov/funding/snc-grants/manage-your-grant/performance-measures/>

1. Resources Leveraged in the Sierra Nevada:
The purpose of this Performance Measure is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project.
2. Number and Diversity of People Reached:
The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan development.
3. Number and Type of Jobs Created:
The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time equivalent jobs created by SNC-funded activities.
4. Number and Value of New, Improved, or Preserved Economic Activities:
The purpose of this Performance Measure (PM) is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved or preserved economic activities, products and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy.

In addition, the Grantee shall report on Project-specific Performance Measures that will help describe Project outcomes in a measureable way. The specific Performance Measures and the associated targets for this Project include the following:

5. Number of New Recreation Access Points: The purpose of this Performance Measure (PM) is to measure improvement in recreation access by types of access points and increased capacity. This measure addresses the SNC's goal of providing increased opportunities for tourism and recreation.

6. **Acres of Land Conserved:** The purpose of this Performance Measure (PM) is to provide a general measure of a project's contribution to landscape or natural resource conservation through voluntary acquisitions, including easements.

7. **Linear Feet of Stream Bank Protected or Restored:** The purpose of this Performance Measure (PM) is to provide a general measure of a project's contribution to water quality, habitat, riverine connectivity, and riparian property values.

Exhibit B: Legal Description

NOBLE PARK ADDITION (BARCH)

Real property in the Town of Paradise, County of Butte, State of California , described as follows:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 22 NORTH, RANGE 4 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST COMER OF PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FOR JOAN C. MORGAN, FILED FOR RECORDING ON NOVEMBER 13, 1975, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA IN BOOK 53 OF PARCEL MAPS AT PAGE 97, ALSO SAID POINT OF BEGINNING BEING ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO OTTIS AND ROSE MARIE LOVELL, FILED FOR RECORDING, DECEMBER 8, 1970, IN BOOK 1648, AT PAGE 598, IN THE OFFICE OF THE RECORDER OF COUNTY OF BUTTE, STATE OF CALIFORNIA; THENCE SOUTH 89°11'45" WEST, 238.03 FEET; THENCE NORTH 00°07'45" EAST, 191.91 FEET TO A POINT BEING SOUTH 25.00 FEET MEASURED PERPENDICULAR FROM THE SOUTH LINE OF PARCEL 1 OF SAID PARCEL MAP; THENCE NORTH 89°47'45" EAST, 238.00 FEET, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF SAID SOUTH LINE, TO THE WEST LINE OF PARCEL 3 OF SAID PARCEL MAP; THENCE NORTH 00°07'45" EAST, 135.58 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE NORTH 89°11'45" EAST 530.35 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 00°43'12" EAST, 324.96 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 89°11'45" WEST, 535.17 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 28, 1994, IN BOOK 134 OF MAPS, AT PAGE(S) 19, 20 AND 21.

EXCEPTING THEREFROM THAT PORTION OF PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF BUTTE COUNTY, CALIFORNIA ON MARCH 28, 1994 IN BOOK 134 OF MAPS, AT PAGE(S) 19, 20 AND 21 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89°16'48" EAST ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 3, A DISTANCE OF 578.27 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 03°00'00" WEST ALONG THE EASTERLY BOUNDARY OF SAID

PARCEL 3, A DISTANCE OF 320.52 FEET; THENCE NORTH 71°15'57" WEST, 570.02 FEET; THENCE NORTH 45°52'17" WEST, 28.21 FEET TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL 3; THENCE NORTH 00°43'12" WEST ALONG THE WEST BOUNDARY OF SAID PARCEL 3, A DISTANCE OF 110.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE PUBLIC EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE EASTERLY 60 FEET OF PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON DECEMBER 13, 1975, IN BOOK 53 OF MAPS, AT PAGE(S) 97 AND 98 AS IT IS APPURTENANT TO PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON MARCH 28, 1994, IN BOOK 134 OF MAPS, AT PAGE(S) 19, 20 AND 21 ONLY.

APN: 050-230-088

OAK CREEK PARK ADDITION (BAKER)

Real property in the Town of Paradise, County of Butte, State of California , described as follows:

PARCEL I:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON OCTOBER 24, 1980, IN BOOK 79 OF MAPS, AT PAGE(S) 49.

PARCEL II:

A 30' NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITIES OVER PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON OCTOBER 24, 1980, IN BOOK 79 OF MAPS, AT PAGE(S) 49.

SAID EASEMENT WAS CREATED BY RESERVATION CONTAINED IN GRANT DEED RECORDED NOVEMBER 12, 1980 IN BOOK 2568, AT PAGE(S) 165.

PARCEL III:

A 30' NON-EXCLUSIVE EASEMENT FOR ROAD AND PUBLIC UTILITIES PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON OCTOBER 24, 1980, IN BOOK 79 OF MAPS, AT PAGE(S) 49.

Exhibit B
Vibrant Recreation and Tourism Grant Program

Agreement No. 1271-RT

SAID EASEMENT WAS CREATED BY RESERVATION CONTAINED IN GRANT DEED RECORDED NOVEMBER 12, 1980 IN BOOK 2568, AT PAGE(S) 169.

PARCEL IV:

NON-EXCLUSIVE EASEMENTS FOR ROAD AND PUBLIC UTILITIES AND PIPE LINES OVER PARCEL 4, AS SHOWN ON THAT CERTAIN PARCEL MAP, RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON OCTOBER 24, 1980, IN BOOK 79 OF MAPS, AT PAGE(S) 49.

SAID EASEMENT WAS CREATED BY RESERVATION CONTAINED IN GRANT DEED RECORDED NOVEMBER 10, 1980 IN BOOK 2567, AT PAGE(S) 542.

APN: 054-220-060

RECORDING REQUESTED BY:

WHEN RECORDED, RETURN TO:

Sierra Nevada Conservancy)
11521 Blocker Dr. Suite 205)
Auburn, CA 95603)
Attn: Executive Officer

Space above line for Recorder's use

Project Name:

County:

**NOTICE OF UNRECORDED FUNDING AGREEMENT WITH RESTRICTIONS
AFFECTING REAL PROPERTY**

This Notice of Unrecorded Funding Agreement ("Notice"), dated as of [insert date], is made by [Primary Organization Name] ("Grantee"), a [insert type of entity, e.g. public entity, political subdivision of the State of California, non-profit, public benefit corporation], to provide notice of covenants and other matters contained in an Agreement between Grantee and the Sierra Nevada Conservancy ("SNC"), an agency of the State of California, affecting the real Property described below.

1. SNC and Grantee have entered into Funding Agreement No. [insert #] ("Funding Agreement"), pursuant to which SNC provided funding for Grantee's acquisition of approximately [insert acreage] acres of real Property located in the County of [insert county], California (the "Property"), more particularly described in **Exhibit B** attached to this Notice and incorporated herein by reference for the purposes of [insert acquisition purposes] ("Acquisition Purposes").
2. Grantee has agreed under the terms of the Funding Agreement to execute and record this Notice to give notice that Grantee has received funds under the Funding Agreement to assist Grantee in acquiring the Property and that, in consideration of the Funding Agreement, Grantee has agreed to the terms of the Funding Agreement.
3. Grantee has agreed in the Funding Agreement to the following terms:
 - a. The Grantee shall use, operate, manage, and maintain the Property for the Acquisition Purposes in perpetuity, and no use of the Property inconsistent with these purposes is permitted.
 - b. The Property (including any portion of it or interest in it) may not be sold or transferred without the written approval of the SNC, and such approval may include a requirement that the transferee enter into a written Agreement with the SNC sufficient to protect the public interest in the Property.

- c. The Grantee shall not use, or allow the use of, any portion of the Property for mitigation, or satisfaction of a condition imposed by a regulatory agency or body, without the prior written approval of the SNC.
- d. The Grantee shall not use or allow the use of any portion of the Property as security for any debt without the prior written approval of the SNC.
- e. SNC has the right to inspect the Property to ascertain compliance with the Funding Agreement.
- f. All remedies available at law or in equity including but not limited to:
 - a. If SNC finds that the Grantee or its successor has violated one or more provisions of this paragraph 3, the SNC may, among other remedies, require the Grantee to repay the SNC one of the following amounts, to be determined by the SNC in its sole discretion: (i) the full amount provided to Grantee under the Funding Agreement, or (ii) in the case of a sale or disposition of the Property (or a portion of or interest in the Property), an amount calculated by applying SNC's percentage of participation in the cost of the acquisition of the Property to the full proceeds of the sale or other disposition.
 - b. If the Grantee is a nonprofit or tribal organization, the agreement created a remainder interest vested in the State of California, for the benefit of SNC that provides that if Grantee ceases to exist, all of Grantee's right, title and interest in and to the Property shall immediately vest in the State of California, for the benefit of SNC, or in such other public agency or nonprofit organization designated by SNC.
 - c. If the Grantee is a nonprofit or tribal organization, the agreement created a power of termination pursuant to Civil Code Section 885.010 vested in the State of California, for the benefit of SNC, that may be exercised by SNC in the event of a violation of the purposes of the grant through breach of a material term or condition of this Agreement by Grantee or its successor-in-interest. Upon the recordation of a notice of SNC's exercise of the power of termination, full title to the interest in real Property identified in the notice shall immediately vest in the State, for the benefit of SNC, or in another public agency or a nonprofit organization designated by SNC.
4. This Notice is not intended to modify the provisions of the Funding Agreement. Grantee and SNC each has rights, duties, and obligations under the Funding Agreement that are not set forth in this Notice. To the extent that the terms of this Notice conflict with the Funding Agreement, the terms of the Funding Agreement govern and control.
5. A complete copy of the Funding Agreement is available at SNC's headquarters at 11521 Blocker Drive, Suite 205, Auburn, California 95603.

Exhibit C
Vibrant Recreation and Tourism Grant Program

Agreement No. 1271-RT

GRANTEE:
Organization Legal Name

By: _____
Name of Authorized Representative and Title

[SIGNATURE MUST BE NOTARIZED]

EXHIBIT D: Acquisition and Escrow Requirements

Escrow Deposit Request Letter

Requests for payment of Grant Funds into escrow must be accompanied by a letter on Grantee's letterhead, requesting that funds be deposited directly into escrow on behalf of Grantee. The request shall contain all of the following:

- Name and address of Grantee
- Project name and number of this Agreement
- Dollar amount and purpose of disbursement
- Anticipated date of escrow close
- Statement of other funds which have been or will be deposited prior to or at the time of deposit of grant funds
- Title company (or escrow holder) information
 - Name, address, and telephone number
 - Escrow officer
 - Escrow account number
 - Policy of title insurance
- Payee Data Record (STD 204) for title company which includes address to send escrow payment
- A certification by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) which are needed to complete the Project, including Grantee's acquisition of the Property, have been secured and have been or will be deposited to escrow prior to or at the same time as the requested Grant Funds.

Acquisition Documents

SNC shall evaluate all documents pertaining to the property or easement acquisition for completeness and consistency with this Agreement before depositing funds into escrow. Items which may be required, and that should be submitted with or before the escrow deposit request letter, are:

- Preliminary title reports
- Agreements for purchase and sale
- Copies of recorded deed(s) in favor of grantee
- Proposed deed or instrument of conveyance
- Notice of Unrecorded Funding Agreement (NUFA)
- Any instruments (documents), including those that create a covenant, obligation, or restriction affecting the property to be acquired.

Within 30 days after closing and recording, Grantee shall submit to SNC a copy of the final closing statement showing final costs and all recorded documents, including the recorded and executed Notice of Unrecorded Funding Agreement

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

1	INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement. NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.					
2	BUSINESS NAME <i>(As shown on your income tax return)</i> Paradise Recreation and Park District					
SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL <i>(Name as shown on SSN or ITIN) Last, First, MI</i> SPECIAL DISTRICT/PUBLIC AGENCY				E-MAIL ADDRESS cmerrifield@paradisepprd.com		
MAILING ADDRESS 6626 Skyway			BUSINESS ADDRESS 6626 Skyway			
CITY Paradise		STATE CA	ZIP CODE 95969	CITY Paradise		
		STATE CA	ZIP CODE 95969			
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 9 4 6 0 0 3 0 0 9					
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC <i>(Disregarded Entity)</i>					NOTE: Payment will not be processed without an accompanying taxpayer identification number.
CORPORATION: <input type="radio"/> MEDICAL <i>(e.g., dentistry, psychotherapy, chiropractic, etc.)</i> <input type="radio"/> LEGAL <i>(e.g., attorney services)</i> <input type="radio"/> EXEMPT <i>(nonprofit)</i> <input checked="" type="radio"/> ALL OTHERS						
ENTER SSN OR ITIN:						
<input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC <i>(Disregarded Entity)</i>						
<i>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</i>						
4	<input checked="" type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> CALIFORNIA NON RESIDENT <i>(see next page for more information)</i> - Payments to nonresidents for services may be subject to state income tax withholding. <input type="radio"/> No services performed in California. <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.					
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.					
AUTHORIZED PAYEE REPRESENTATIVE'S NAME <i>(Type or Print)</i> Daniel S. Efseaff			TITLE District Manager		TELEPHONE <i>(include area code)</i> (530) 872-6393	
SIGNATURE			DATE		E-MAIL ADDRESS cmerrifield@paradisepprd.com	
6	Please return completed form to:					
DEPARTMENT/OFFICE Sierra Nevada Conservancy			UNIT/SECTION Grants & Reimbursements			
MAILING ADDRESS 11521 Blocker Dr, Suite 205			TELEPHONE <i>(include area code)</i> 530-823-4689		FAX	
CITY Auburn		STATE CA	ZIP CODE 95603	E-MAIL ADDRESS grants.snc@sierranevada.ca.gov		

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 10/2019)

1	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Staff Report

August 12, 2020



DATE: 7/31/2020
 TO: PRPD Board of Directors
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: Resolution 20-08-1-485 for Prop 68 – Per Capita Grant Funding

Summary

Staff recommends passage of the resolution 20-08-1-485 to ensure the District is eligible for the Proposition 68 Per Capita Grant Funding allocation of \$177,952.

Recommendation: Adopt Resolution 20-08-1-485 to authorize the District Manager or designee to apply for Prop 68 Per Capita Grant Funding.

1. Background

In June 2019 District staff applied for Prop 68 Per Capita Grant Funding. July 7, 2020 the California Department of Parks and Recreation (DPR) announced nearly \$200 million would be made available for more than 700 agencies under the Proposition 68 Per Capita Grant Program. This non-competitive grant program provides funding to local government agencies to support the rehabilitation, creation and improvement of local parks and to address deficiencies in neighborhoods lacking access to outdoor recreation facilities.

2. Fiscal Impact

The District has been allocated \$177,952 in funds for which we can apply. The State requires a 20% match of funds unless the project location is within a Severely Disadvantaged Community (SDAC), as described within State standards. SDAC is defined as a location where median household income is below 60% of the State average. Lakeridge, Coutolenc, Moore Road, Bille, and Aquatic Park all qualify as SDAC locations so no match would be required. Permit fees are reimbursable expenses within the grant guidelines.

The Per Capita Grant program is a reimbursement grant program, which means the District must pay costs for the project up front and then seek reimbursement from the State at various phases of completion of the project. The State estimates reimbursement payments to be processed in 6-8 weeks of receiving the request. It should be noted that any acceptable expenses (within grant guideline parameters) related to the project are reimbursable within the beginning and ending periods of the grant, July 1, 2018 through June 30, 2024.

Minimal staff time will be required to submit progress reports to the grant agency every six months for the duration of the project.

3. Permits and Environmental Review

At a minimum, the State will require a CEQA review of each project proposed by the District. Depending on the type of project(s) proposed, the Town and/or County may require additional permits.

4. Discussion

Under the Per Capita grant guidelines, the District can submit a single proposal or multiple proposals that total our allocation amount (\$177,952). The District can choose to use funds for acquisition and/or development. It is possible to both acquire land and develop it within the grant guidelines, though this would require two separate grant applications.

5. Next Steps and Timeline:

- Now –
 - Pass Resolution accepting Per Capita Funds, see the procedural guide for language
 - Identify project(s), see the procedural guide for project eligibility
- Through December 2021 - Submit application package(s) by email to your OGALS Project Officer
- June 2022 – Contract must be fully encumbered, signed by OGALS and the Grantee
- December 2023 – Complete all projects
- March 2024 – Submit project completion package to your OGALS Project Officer

6. Recommendation

Adopt Resolution 20-08-1-485 to allow District Manager or his designee to apply for Prop 68 Per Capita Grant Funding.

Attachments:

A. Resolution 20-08-1-485

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/20_0812/2020.0812.Prop68.Per.Capita.Grant.Staff.Report.docx
8/6/2020



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

RESOLUTION 20-08-1-485

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PARADISE RECREATION AND PARK DISTRICT APPROVING APPLICATION(S) FOR PROPOSITION 68 PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s) ; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into contracts with the State of California to complete project(s);

NOW, THEREFORE BE IT RESOLVED, that the grantee's Board of Directors of the Paradise Recreation and Park District hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with park and recreation element of the Paradise Recreation and Park District recreation plan (PRC §80063(a)); and
5. Certified that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d));
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum - Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Paradise Recreation and Park District will consider a range of actions that include, but are not limited to, the following:
 - a. Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - b. Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - c. Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - d. Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

Resolution 20-08-1-485
 Proposition 68 – Per Capita Grant Funds
 Page -2-

- e. Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - f. Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - g. Identifying possible staff liaisons to diverse populations.
8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an on-going basis, shall not be considered when calculating a recipient’s annual expenditures (PRC §80062(d)).
 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
 11. Delegates the authority to the District Manager or designee 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(s); and
 12. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

APPROVED AND ADOPTED by the Paradise Recreation and Park District Board of Directors on the 12th day of August 2020 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

 Al McGreehan, Board Chairperson

 Julie Van Roekel, Board Secretary

I, the undersigned, hereby certify that the foregoing Resolution No. 20-08-1-485 was duly adopted by the grantee’s Board of Directors following a roll call vote:

Chairperson Al McGreehan,

Vice Chairperson Robert Anderson,

Secretary Julie Van Roekel,

Director Steve Rodowick,

Director Mary Bellefeuille,

 Colleen Campbell
 Board of Directors Clerk
 Paradise Recreation and Park District



Proposition 68 Per Capita Program

Office of Grants and Local Services (OGALS)

Frequently Asked Questions

Grant Contracts and Projects

1. How does an agency receive a Per Capita grant contract?

Agencies must first attend a mandatory workshop. Second, each agency must submit one or more complete project applications that equal the amount of its allocation. Then a grant contract will be executed.

2. How does an agency submit a project application?

The Per Capita Procedural Guide provides information about the documentation needed as part of an application. OGALS will also be conducting technical assistance workshops to review the Procedural Guide.

3. What is the deadline for submitting a project application?

December 31, 2021. Agencies are encouraged to submit application packages digitally. The package must include all items listed on page 11 of the Procedural Guide prior to submitting to OGALS.

Projects

1. What type of projects are eligible?

Projects must be for capital outlay; that is, acquisition of land, or improvements to existing property beyond its original condition. Operation, maintenance, repairs are not eligible.

2. Can Per Capita grantees use Per Capita funds to pay for staff costs?

Staff time for working on grant administration, such as preparing payment requests is eligible, as is actual work done on the project. Staff time must be documented actual time, not estimates of time; benefit costs can be included in employee costs, but overhead costs, such as rent and utilities, cannot be charged to the grant.

Small Jurisdictions in Heavily Urbanized Counties

1. What is this Program?

Proposition 68 made \$10,375,000 available to cities and local districts with populations less than 200,000 in counties with populations greater than 500,000. These funds were allocated to eligible entities on a per person basis.

2. How will those funds be made available?

Grantees will receive separate contracts for these allocations; grantees receiving an allocation from this program and the regular Per Capita program, may combine the allocations and use them for a single project.

Match

1. **Is there a required match for Per Capita grants?**

There is a 20% match for projects that do not serve a severely disadvantaged community; projects are considered to be serving a severely disadvantaged community if there is such a community within one-half mile of the project site. See the Per Capita Fact Finder at <https://www.parksforcalifornia.org/percapita> for more information.

2. **How do I calculate match?**

Divide the Per Capita funds to be used on the project by 4. For a project using the entire allocation of \$177,952, the match will be \$44,488.

Total Project Cost	\$222,440
Minus Local Match (20%)	(44,488)
Grant Amount	\$177,952

3. **Can the required match be waived?**

No. The match is required by Prop 68; OGALS does not have authority to waive the match.

4. **What if an agency cannot afford the required match?**

If an agency cannot afford to provide the complete match, it can consider creating a smaller project for which it can afford the match. An agency may also consider transferring all or part of its allocation to another eligible entity. For more information about the transfer process, see page 54 of the Per Capita Procedural Guide.

Program Implementation

1. **Proposition 68 stated that the minimum allocation was \$200,000 for Cities and Local Districts; why are these entities receiving a smaller allocation?**

Proposition 68 provided \$111 million for City and Local District Per Capita; with 635 eligible entities, that provides \$174,803 per recipient. The Governor's budget proposes to redirect \$2 million to supplement the amount available for City and Local District allocations. If approved, each of these allocations will be increased to \$177,952.

2. **Now that allocations have been released, what do agencies need to do to receive these funds?**

Agencies must attend a mandatory workshop and submit a complete application package to OGALS. Then a contract will be executed. At that point, agencies can begin to submit reimbursement payment requests for their projects.