

**FEATHER RIVER RECREATION AND PARK DISTRICT  
1875 FEATHER RIVER BLVD., OROVILLE, CA 95965**

“We will provide and maintain quality parks, recreation experiences, and related facilities and programs for all residents of the District in a fiscally sustainable manner that compliments the natural resources and cultural heritage of our community.”

**DISTRICT BOARD MEETING**

Special Board Meeting

October 24, 2019

**Location: Activity Center Board Room**

**AGENDA**

**Open Session 10:00 AM**

*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)533-2011 at least 48 hours in advance of the meeting.*

**1. CALL MEETING TO ORDER**

Time: \_\_\_\_\_

**2. ROLL CALL**

Chairperson Kent Fowler \_\_\_\_\_  
Vice Chairperson Steven Rocchi \_\_\_\_\_  
Director Sonny Brandt \_\_\_\_\_  
Director Devin Thomas \_\_\_\_\_

**3. PLEDGE OF ALLEGIANCE**

**6. PUBLIC COMMENT**

At this time, the Board will extend the courtesy of the hearing session to interested parties who wish to speak on items not on the agenda. State law prohibits the Board from acting on any item presented if it is not listed on the agenda, except under special circumstances as defined in the Government Code. You are limited to three (3) minutes. The Board reserves the right to limit public comment to 15 minutes and can reopen public comment at a later time. The Chairperson will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to state your name for the record and make your presentation. The Board will not and cannot take any action except for brief response by the Board or staff to a statement or question relating to a non-agenda item.

**7. ACTION ITEMS (Require Vote)**

**A. Activity Center Roof Repair Bids (Appendix A)**

*Requested Action: Review bids*

**VOTE**

Director Kent Fowler \_\_\_\_\_  
Director Steven Rocchi \_\_\_\_\_  
Director Sonny Brandt \_\_\_\_\_  
Director Devin Thomas \_\_\_\_\_

**B. Discuss board vacancy created by the resignation of Marcia Carter (Appendix B)**

*Requested Action: Declare vacancy*

**VOTE**

Director Kent Fowler	_____
Director Steven Rocchi	_____
Director Sonny Brandt	_____
Director Devin Thomas	_____

**9. ADJOURNMENT**

Time: \_\_\_\_\_

**Exhibit A****BID FORM**

TO: Feather River Recreation and Park District acting by and through its Governing Board, herein called the "The Owner":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

Feather River Recreation and Park District 2019 Waterproofing Project

all in strict conformity with the drawings and specifications and other contract documents

submits the following bid:

**Base Bid for BUR Replacement and Metal Sealing**

Sixty two thousand nine hundred eighty five. \_\_\_\_\_ Dollars

(\$ 62,985 .00 )

**Add/Alt PSF price for dry rot replacement**

Seven \_\_\_\_\_ Dollars

(\$ 7 .00 )

**Add/Alt Bid for Composition Shingle Replacement**

Forty thousand \_\_\_\_\_ Dollars

(\$ 40,000 .00 )

**Add/Alt Bid for Pyramic Plus LO over BUR**

one hundred five thousand \_\_\_\_\_ Dollars

(\$ 105,000 .00 )

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders:  25  %

**Time for Completion:** The Contractor must complete the contracted work within \_\_\_\_\_  
 \_\_\_one hundred eighty\_\_\_ (\_\_\_180\_\_\_) days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the Owner will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

**Supplemental Bid Conditions:**

1. The Owner reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the Owner in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the Owner or its Architect that the Owner has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.
6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.

- 7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

**Supplemental Matters**

- 1. The required bid security is attached hereto.
- 2. Non-collusion affidavit is attached hereto.
- 3. The required list of proposed subcontractors is attached hereto.
- 4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
- 5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.
- 6. The names of all persons interested in the foregoing proposal as principals are as follows:

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid: \_\_\_\_\_

\_\_\_\_\_ Waterproofing Associates, Inc. \_\_\_\_\_

\_\_\_\_\_ Dennis Ryan \_\_\_\_\_ Title: President \_\_\_\_\_

\_\_\_\_\_ Steve Nash \_\_\_\_\_ Title: Secretary \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

- 7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. 649862 , Expiration Date 7/31/20, class of license C-39 .

I/We, the Project Manager of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this 21 day of October at San Joaquin County, California.

Proper Name of Bidder Waterproofing Associates, Inc.

By [Signature]

Title Project Manager

Signature of Person on Behalf of Bidder Who Has Authorization to Bind Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

Signature of Person on Behalf of Bidder Who Has Authorization to Bind Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: 1211 E. Vine St, Lodi, CA 95240

Place of Residence: \_\_\_\_\_

Telephone: ( 916 ) 969-6178

CONTRACTORS STATE LICENSE BOARD NO.: #649862

CLASSIFICATION: C-39

## Exhibit C

### DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

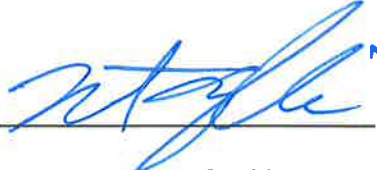
If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

**Subcontractor Name                                      Portion of Work                                      Location and Place of Business**

NONE		

By 

**Proper Name of Bidder**

**Waterproofing Associates, Inc.**



**Appendix D**

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

**Labor Code Section 3700:**

"Every Employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Waterproofing Associates, Inc.

Proper Name of the Contractor

By: Robert Wyllie  


Signature of Contractor

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract\_)

Appendix E

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)sis

County of San Joaquin

Robert Wyllie Being first duly sworn, deposes

and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/21/19

Signature: 

Robert Wyllie

**Exhibit B**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT we, Waterproofing Associates, Inc.,  
as Principal, and International Fidelity Insurance Company, as Surety, are held and firmly  
bound unto the Feather River Recreation and Park District, hereinafter called the Owner, in  
the penal sum of Ten ----- PERCENT (10%-----%) OF THE TOTAL AMOUNT OF  
THE BID of the Principal submitted to the said Owner for the work described below for the payment of  
which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the  
accompanying bid dated

          , 20 19 for Feather River Recreation District 2019 Waterproofing Project

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after  
the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if  
the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be  
specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a  
written contract with the Owner, in accordance with the bid as accepted and give bond with good and  
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of  
such contract and for the payment for labor and materials used for the performance of the contract, or  
in the event of the withdrawal of said bid within the period specified or the failure to enter into such  
contract and give such bonds within the time specified, if the Principal shall pay the Owner the  
difference between the amount specified in said bid and the amount for which the City may procure the  
required work and/or supplies, if the latter amount be in excess of the former, together with all costs  
incurred by the Owner in again calling for bids, then the above obligation shall be void and of no effect,  
otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the contract on the call for bids, or to the work to be performed there under, or  
the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it  
does hereby waive notice of any such change, extension of time, alteration or addition to the terms of  
said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall  
pay all litigation expenses incurred by the Owner in such suit, including reasonable attorneys' fees, court  
costs, expert witness fees and investigation expenses.

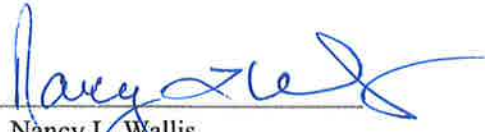
IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 15th day of October, 20 19, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL Waterproofing Associates, Inc.

By:   
Title: Project Manager

SURETY: International Fidelity Insurance Company

By:   
Nancy L. Wallis  
Attorney in Fact

(Attach Attorney-in-Fact Certificate)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Sonoma )

On October 15, 2019 before me, Stacy M. Clinton, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Nancy L. Wallis  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY**

Bond # Bid Bond

**HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NATALIE ANN HORDER, TAMMY CARPENTER, K. DIXON WRIGHT, NANCY L. WALLIS, MARK W. STOKES, CATHERINE A. PINNEY, STACY M. CLINTON, KENNETH A. KEENEY, LACEY TORKELSON SMITH  
Petaluma, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 04, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 15, 2019

Irene Martins, Assistant Secretary

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

s.s.

On October 18, 2019 before me, Jill M. Aro, Notary Public  
Name of Notary Public Title

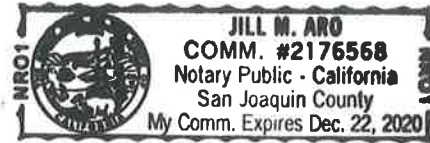
personally appeared Robert Wyllie  
Name of Signer (1)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Jill M. Aro  
Signature of Notary Public



Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- Additional Signer
- Signer(s) Thumbprints(s)

\_\_\_\_\_

**Exhibit A**

**BID FORM**

TO: Feather River Recreation and Park District acting by and through its Governing Board, herein called the "The Owner":

- 1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

Feather River Recreation and Park District 2019 Waterproofing Project

all in strict conformity with the drawings and specifications and other contract documents

submits the following bid:

**Base Bid for BUR Replacement and Metal Sealing**

Fifty-One Thousand Four Hundred Fifty ----- Dollars  
(\$ 51,450.00 )

**Add/Alt PSF price for dry rot replacement**

Eight ----- Dollars  
(\$ 8.00 sf )

**Add/Alt Bid for Composition Shingle Replacement**

Thirty-Six Thousand Eight Hundred Sixty ----- Dollars  
(\$ 36,860.00 )

**Add/Alt Bid for Pyramic Plus LO over BUR**

Fifty-Nine Thousand Five Hundred Forty-Six ----- Dollars  
(\$ 59,546.00 )



Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: 20%

**Time for Completion:** The Contractor must complete the contracted work within \_\_\_\_\_

\_\_\_one hundred eighty\_\_\_ (\_\_\_180\_\_\_) days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the Owner will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

**Supplemental Bid Conditions:**

1. The Owner reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the Owner in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the Owner or its Architect that the Owner has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The

Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.

- 6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.
- 7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

**Supplemental Matters**

- 1. The required bid security is attached hereto.
- 2. Non-collusion affidavit is attached hereto.
- 3. The required list of proposed subcontractors is attached hereto.
- 4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
- 5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.
- 6. The names of all persons interested in the foregoing proposal as principals are as follows:

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid: \_\_\_\_\_

Don C George Inc. dba George Roofing

Don George Title: President

Dan DeLany Title: Secretary

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the

bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

- 7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. 452266, Expiration Date 2/29/20, class of license B,C20,C39,C43

I/We, the Corp. Secretary of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this 22nd day of October at Butte County, California.



Proper Name of Bidder Don C George Inc. dba George Roofing

By [Signature]  
Dan DeLany  
Title Corporate Secretary

Signature of Person on Behalf of Bidder Who Has Authorization to Bind Bidder

By \_\_\_\_\_

Title \_\_\_\_\_

Signature of Person on Behalf of Bidder Who Has Authorization to Bind Bidder

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: 6810 Lincoln Blvd, Oroville CA 95966

Place of Residence: 995 Kilaga Springs Rd, Lincoln CA 95648

Telephone: (530) 533-6393

CONTRACTORS STATE LICENSE BOARD NO.: 452266

CLASSIFICATION: B, C20, C39, C43

**Exhibit C****DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.


If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

Subcontractor Name	Portion of Work	Location and Place of Business
NONE		

Don C George Inc. dba George Roofing

By   
Dan DeLany, Corp. Secretary  
Proper Name of Bidder

Appendix D

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every Employer except the State shall secure the payment of compensation in one or more of the following ways:

By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Don C George Inc. dba George Roofing

Proper Name of the Contractor

By:  \_\_\_\_\_  
Dan DeLany, Corp. Secretary

Signature of Contractor

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract\_)

## Appendix E

## NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)sis

County of BUTTE

Dan DeLany, Being first duly sworn, deposes

and says that he or she is of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 10/22/2019

Signature:   
Dan DeLany, Corp. Secretary

**Exhibit B****BID BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT we, Don C. George Inc., dba: George Roofing as Principal, and Nationwide Mutual Insurance Company, as Surety, are held and firmly bound unto the Feather River Recreation and Park District, hereinafter called the Owner, in the penal sum of Ten Percent of the Bid Amount PERCENT (10% of Bid %) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said Owner for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated

October 22, 20 19 for 2019 Waterproofing Project.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Owner in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Owner in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 15th day of October, 20 19, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL Don C. George Inc., dba: George Roofing



By: 

Title: Secretary

SURETY: Nationwide Mutual Insurance Company



By:   
Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

KELSEY L. BRINIGAR

JAMIE WHITESIDE

CITRUS HEIGHTS CA

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.

*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Dello  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Dello*

Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15<sup>th</sup> day of October 2019

*Laura B. Guy*

Assistant Secretary

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Sacramento }

On October 15, 2019 before me, Kelsey Brinigar, Notary Public,  
(Here insert name and title of the officer)

personally appeared Jamie Whiteside,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Don C. George, Inc. dba: George Roofing

(Title or description of attached document)

Bid Bond: Feather River

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/15/2019

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~ - is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



## **STAFF REPORT**

**DATE: OCTOBER 24, 2019**

**TO: BOARD OF DIRECTORS**

**FROM: SHAWN ROHRBACKER, GENERAL MANAGER**

**RE: BOARD VACANCY**

### **SUMMARY**

Pursuant to California Government Code Section 1780, the District must notify the County Elections official and post a notice of the Board vacancy created by the resignation of Marcia Carter.

### **BACKGROUND**

Director Marcia Carter submitted her resignation from the Feather River Recreation and Park District Board, effective October 23, 2019. California Government Code Section 1780 (attached) identifies a specific timeline and the steps that the District must take in order to fill the position. This appointment would be for the remainder of her term and would be subject to the election process in 2020.

### **BUDGETARY IMPACT**

None

### **RECOMMENDATION**

1. Authorize the General Manager to notify the County Elections official and post a notice of vacancy as identified in GC 1780; and,
2. Direct staff to return to the Board with any applications received for the Board's consideration of appointment at the December 17, 2019 regular Board meeting.

### **ALTERNATIVE ACTIONS**

Do not recruit to fill the vacancy and allow the County Board of Supervisors to fill the vacancy after the time lapses, as per GC 1780.f.1.

### **ATTACHMENT**

California Government Code Section 1780



## GOVERNMENT CODE - GOV

**TITLE 1. GENERAL [100 - 7914]** ( Title 1 enacted by Stats. 1943, Ch. 134. )

**DIVISION 4. PUBLIC OFFICERS AND EMPLOYEES [1000 - 3599]** ( Division 4 enacted by Stats. 1943, Ch. 134. )

**CHAPTER 4. Resignations and Vacancies [1750 - 1782]** ( Chapter 4 enacted by Stats. 1943, Ch. 134. )

**ARTICLE 2. Vacancies [1770 - 1782]** ( Article 2 added by Stats. 1943, Ch. 134. )

**1780.** (a) Notwithstanding any other provision of law, a vacancy in any elective office on the governing board of a special district, other than those specified in Section 1781, shall be filled pursuant to this section.

(b) The district shall notify the county elections official of the vacancy no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later.

(c) The remaining members of the district board may fill the vacancy either by appointment pursuant to subdivision (d) or by calling an election pursuant to subdivision (e).

(d) (1) The remaining members of the district board shall make the appointment pursuant to this subdivision within 60 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later. The district shall post a notice of the vacancy in three or more conspicuous places in the district at least 15 days before the district board makes the appointment. The district shall notify the county elections official of the appointment no later than 15 days after the appointment.

(2) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(3) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(e) (1) In lieu of making an appointment the remaining members of the board may within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(f) (1) If the vacancy is not filled by the district board by appointment, or if the district board has not called for an election within 60 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, then the city council of the city in which the district is wholly located, or if the district is not wholly located within a city, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may appoint a person to fill the vacancy within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, or the city council or board of supervisors may order the district to call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the city council or board of supervisors calls the election.

(g) (1) If within 90 days of the date the district board is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district board or the appropriate board of supervisors or city council have not filled the vacancy and no election has been called for, then the district board shall call an election to fill the vacancy.

(2) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the date the district board calls the election.

(h) (1) Notwithstanding any other provision of this section, if the number of remaining members of the district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate board of supervisors or the city council shall promptly appoint a person to fill the vacancy, or may call an election to fill the vacancy.

(2) The board of supervisors or the city council shall only fill enough vacancies by appointment or by election to provide the district board with a quorum.

(3) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general district election, the person appointed to fill the vacancy shall hold the office until the next general district election that is scheduled 130 or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(4) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general district election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

(5) The election called pursuant to this subdivision shall be held on the next established election date provided in Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the date the city council or board of supervisors calls the election.

*(Amended by Stats. 2007, Ch. 343, Sec. 4. Effective January 1, 2008.)*