

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

**DISTRICT BOARD MEETING**  
Special Board Meeting  
March 15, 2017

*Location: FRRPD Conference Room*

**AGENDA**

**Open Session 2:00PM**

*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 Victoria Smith	_____
Vice Chairman Gary Emberland	_____
Director Scott Kent Fowler	_____
Director Marcia Carter	_____
Director Don Noble	_____

**3. PLEDGE OF ALLEGIANCE**

**4. 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 taking action 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 Chairperson will invite anyone 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.

**5. REGULAR AGENDA**

**A. Riverbend Park Update/Workshop (no action)**

*Representative from Special District Risk Management (SDRMA) present to explain process and answer questions.*

**B. Review and renew Melton Design Group (MDG) Provision for Services Agreement**

*Requested action: approve renewal for three years (MDG present) (Appendix A)*

**VOTE**

**Chairperson Smith** \_\_\_\_\_

Vice Chair Emberland \_\_\_\_\_  
Director Fowler \_\_\_\_\_  
Director Carter \_\_\_\_\_  
Director Noble \_\_\_\_\_

**C. RESOLUTION NO. CAL OES 130: A RESOLUTION OF DESIGANTION OF APPLICANT’S AGENT  
RESOLUTION FOR NON STATE AGENCIES (Appendix B)**

*Requested action: Adopt Resolution*

**VOTE**

Chairperson Smith \_\_\_\_\_  
Vice Chair Emberland \_\_\_\_\_  
Director Fowler \_\_\_\_\_  
Director Carter \_\_\_\_\_  
Director Noble \_\_\_\_\_

**6. ADJOURNMENT**

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

## AGREEMENT FOR PROVISION OF SERVICES

This Agreement for Provision of Services ("Agreement") is executed on the date last set forth below opposite the parties' signatures by and between Feather River Recreation and Park District ("FRRPD"), a California recreation and park district, and Greg Melton, an individual doing business as Melton Design Group, Inc. ("Provider"), who agree as follows:

**1. Provision of Services:** FRRPD hereby hires Provider to perform at FRRPD's request various landscape design, planning and architectural services, including, without limitation, the following: Assist in plan checking; provide advice as to landscape design planning and use of open space and parks; site assessments, prepare landscape architectural master plans and/or construction documents, including plans, specifications, and costs estimates and bid documents; perform plan checks and peer plan reviews, including those required under State Assembly Bill 1881, the Model Water Efficient Landscape Ordinance; and such tasks as are reasonably related to the foregoing as FRRPD may request. Provider shall perform such services in a thoroughly professional manner.

FRRPD, in requesting services of Provider, shall deliver to Provider a written work order detailing the scope of services desired and the schedule therefor, which work orders, once delivered, shall serve as FRRPD's notice to proceed for such work.

**2. Compensation:** Provider shall be compensated for services provided to FRRPD pursuant to this Agreement periodically, but not more frequently than monthly, in the amounts, manner, and in accordance with the payment schedule as set forth in Exhibit "A", entitled "Compensation". Amounts due to Provider from FRRPD for services rendered shall be evidenced by the submission to FRRPD by Provider of an invoice, prepared in form satisfactory to FRRPD, setting forth the amount of compensation due for the period covered by it. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. FRRPD will make payment on each such invoice within 30 days of receipt of it. However, if provider submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, FRRPD shall not be obligated to process any payment to Provider until a correct and complying invoice has been submitted. In no event shall the total compensation to be

paid by FRRPD to Provider hereunder exceed \$10,000.00 unless a written amendment hereto is executed by FRRPD and Provider.

**3. Term; Termination:** The initial term of this Agreement shall be for a period of three years, commencing on February 23, 2017 and terminating on February 23, 2020. Thereafter, the term of this Agreement may be extended at the option of FRRPD for two successive one-year periods. However, FRRPD may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days' prior written notice of such termination to Provider. In this latter event, Provider shall be entitled to compensation for all services performed for FRRPD to the date of such termination.

**4. Responsibility of Provider:** By executing this Agreement, Provider warrants to FRRPD that provider possesses, or will arrange to secure from others, all of the necessary capabilities, experience, resources and facilities necessary to provide to FRRPD the services required from under this Agreement. In procuring the services of others to assist Provider in performing the services set forth above, Provider shall not employ or otherwise obtain the services of any person or entity known to Provider or FRRPD to have, or be likely to develop during the term of this Agreement, an interest that is personally, professionally, or financially adverse to any interest of FRRPD. Provider will follow the best current, generally accepted, professional practices in performing and providing the services.

**5. Responsibility of FRRPD:** To the extent appropriate in relation to services contemplated by this Agreement, FRRPD shall:

- a. Assist Provider by placing at Provider's disposal all available information pertinent to the requested services:
- b. Designate in writing a person to act as FRRPD's representative with respect to services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRRPD's policies and decisions with respect to services; and,

- c. Give prompt written notice to Provider whenever FRRPD observes or otherwise becomes aware of any deficiencies in services.

**6. Indemnification:** Provider shall hold FRRPD, and all of FRRPD's directors, officers, employees and agents harmless and free from any and all liabilities arising out of this Agreement and/or the performance by Provider of the services provided for by this Agreement, excluding therefrom any such liability resulting solely from the active negligence of FRRPD or of a director, officer, employee or agent of FRRPD. Should FRRPD or any of FRRPD's directors, officers, employees or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise arising out of this Agreement and/or the performance by Provider of the services provided for by this Agreement, other than a suit or claim resulting solely from the active negligence of FRRPD or of a director, officer, employee or agent of FRRPD, Provider shall defend FRRPD and FRRPD's directors, officers, employees or agents, whether the claim or suit be groundless or not, and shall indemnify them for any judgement rendered against them or any sums paid out in settlement or otherwise.

**7. Insurance:** At all times during the term of this Agreement Provider shall obtain and maintain general liability and such other types of insurance in connection with the services to be performed by Provider pursuant to this Agreement FRRPD as set forth in Exhibit "B" hereto, entitled "Insurance Provisions".

**8. FRRPD Access to Provider's Records:** Provider shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for FRRPD under this Agreement on file for at least four years following the date of final payment to Provider by FRRPD. Any duly authorized representative(s) of FRRPD shall have access to such records for the purpose of inspection, audit and copying at reasonable time, during Provider's usual and customary business hours. Provider shall provide proper facilities to FRRPD representative(s) for access and inspection. Provider shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to FRRPD, falling under the provisions of Section 2 above.

9. **Independent Contractor:** FRRPD and Provider agree that the relationship created by this Agreement is that of an employer – independent contractor. Provider shall be solely responsible for the conduct and control of services performed under this agreement. Provider shall be free to render services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Provider’s ability to fulfill the obligations to FRRPD established herein.

10. **Ownership of Documents:** Title to all documents, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with FRRPD at such time as FRRPD has compensated Provider, as provided herein, for the services rendered by Provider in connection with which they were prepared.

11. **Conflict of Interest Code Applicability:** If FRRPD’s General Manager determines that Provider of project manager working for him is subject to FRRPD’s Conflict of Interest Code, then each such person will be required to comply with the provisions of said Code in connection with services rendered to FRRPD under this Agreement.

12. **Subcontracting Services:** Provider shall be entitled, to the extent determined appropriate by Provider, to subcontract any portion of services to be performed under this Agreement. Provider shall be responsible to FRRPD for actions of persons and firms performing subcontracted services. The subcontracting of services by Provider shall not relieve Provider, in any manner, of the obligations and requirement imposed upon Provider by this Agreement.

13. **Assignment:** This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either FRRPD or Provider without the prior written consent of the other.

14. **Amendments:** This Agreement represents the entire understanding of FRRPD and Provider as to those matters contained herein. Nor prior oral or written understanding shall be of any force of effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties. FRRPD may at any time, upon a minimum of

10 days' written notice, amend the scope of services to be provided under this Agreement. Provider shall, upon receipt of said notice, determine the impact on both time and compensation of such amendment and notify FRRPD in writing. Upon agreement between FRRPD and Provider as to the extent of said impacts to time and compensation, this Agreement shall be amended. Execution of the amendment by FRRPD and Provider shall constitute Provider's notice to proceed with the amended scope.

**15. Compliance with Laws, Rules, and Regulation:** All services performed by Provider pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, City or FRRPD's statutes, and any rules or regulations promulgated thereunder.

**16. Severability:** This Agreement shall be administered and interpreted under the laws of the State of California. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

**17. Notice:** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

**To FRRPD:** Apryl Ramage  
General Manager  
Feather River Recreation and Park District  
1875 Feather River Blvd.  
Oroville CA 95965

**To Provider:** Gregory V. Melton  
President/CEO  
Melton Design Group, Inc.  
309 Wall Street  
Chico CA 95928

**18. Exhibits Incorporated:** All exhibits referred and attached to this Agreement are hereby incorporated by this reference

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**FRRPD:**

Feather River Recreation and Park District,  
A California Recreation and Park District

March \_\_\_\_\_, 2017

By: \_\_\_\_\_  
\_\_\_\_\_

**PROVIDER:**

Gregory V. Melton  
President/CEO  
Melton Design Group, Inc.

March \_\_\_\_\_, 2017

By: \_\_\_\_\_



**MELTON DESIGN GROUP, INC.**  
**SCHEDULE OF RATES**

<b>MDG PERSONNEL</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Principal Landscape Architect	\$ 150.00 hour	\$ 157.50 hour	\$ 165.50 hour
Associate Landscape Architect	\$ 130.00 hour	\$ 136.50 hour	\$ 143.50 hour
Project Manager	\$ 120.00 hour	\$ 126.00 hour	\$ 132.50 hour
GIS Specialist	\$ 100.00 hour	\$ 105.00 hour	\$ 110.25 hour
Irrigation Specialist	\$ 110.00 hour	\$ 115.50 hour	\$ 121.50 hour
Irrigation Associate	\$ 70.00 hour	\$ 73.50 hour	\$ 77.25 hour
Graphic Designer	\$ 95.00 hour	\$ 99.75 hour	\$ 104.75 hour
Drafting Technician I	\$ 77.00 hour	\$ 80.85 hour	\$ 85.00 hour
Drafting Technician II	\$ 67.00 hour	\$ 70.35 hour	\$ 74.00 hour
Administration	\$ 57.00 hour	\$ 59.85 hour	\$ 63.00 hour
<b>REIMBURSABLE EXPENSES</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Black and White Plan Print	\$ 0.75 sq. foot	\$ 0.80 sq. foot	\$ 0.85 sq. foot
Color Plan Print	\$ 4.00 sq. foot	\$ 4.20 sq. foot	\$ 4.40 sq. foot
Premium Color Glossy Plan Print	\$ 6.00 sq. foot	\$ 6.30 sq. foot	\$ 6.65 sq. foot
Foam Core	\$ 11.00 each	\$ 11.55 each	\$ 12.15 each
B & W 8.5 x 11	\$ 0.25 each	\$ 0.30 each	\$ 0.35 each
B & W 11 x 17	\$ 0.45 each	\$ 0.50 each	\$ 0.55 each
Color Copies 8.5 x 11	\$ 1.10 each	\$ 1.15 each	\$ 1.20 each
Color Copies 11 x 17	\$ 2.10 each	\$ 2.20 each	\$ 2.30 each
Binding	\$ 2.55 each	\$ 2.70 each	\$ 2.85 each
Flashdrive	\$ 7.00 each	\$ 7.35 each	\$ 7.75 each
Overnight Mail	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%
Courier	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%
Photography	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%
Soils Analysis	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%
Travel / Automobile	\$ 0.535 mile	<b>IRS RATE</b>	<b>IRS RATE</b>

**Cal OES 130**

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT THAT GENERAL MANAGER OR BUSINESS MANAGER is hereby authorized to execute for and on behalf of the FEATHER RIVER RECREATION AND PARK DISTRICT,** a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

**THAT the FEATHER RIVER RECREATION AND PARK DISTRICT,** a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**



This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.



This is a disaster specific resolution and is effective for only disaster number(s) FEMA-4301-DR-CA Passed and approved this day of March 15, 2017

Chairperson Victoria Smith  
Vice Chairperson Gary Emberland  
Director Scott Kent Fowler  
Director Marcia Carter  
Director Don Noble

**CERTIFICATION**

I, VICTORIA TEAGUE, duly appointed and EXECUTIVE ASSISTANT, BOARD CLERK of FEATHER RIVER RECREATION AND PARK DISTRICT, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the BOARD OF DIRECTORS of the FEATHER RIVER RECREATION AND PARK DISTRICT on the 15<sup>TH</sup> day of MARCH, 2017.

\_\_\_\_\_  
(Signature)

EXECUTIVE ASSISTANT, BOARD CLERK  
(Title)

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

**Cal OES 130 - Instructions**

**Cal OES Form 130 Instructions**

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

**Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. Titles Only: If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

**Certification Section:**

**Name and Title:** This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification.")