

**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

June 17, 2019

Location: FRRPD Conference Room

AGENDA Closed Session 1:30 PM/Open Session Immediately Following

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
Director Sonny Brandt _____
Director Marcia Carter _____
Director Steven Rocchi _____
Director Devin Thomas _____
Chairperson Kent Fowler _____

3. ADJOURNMENT TO CLOSED SESSION
A. Pursuant to Government Code section 54957, Public Employee Employment – Title: General Manager

4. ANNOUNCEMENT FROM CLOSED SESSION

5. 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 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 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. ACTION ITEMS

1. Review Hylton Security Service Agreement (Appendix A)

Requested Action: Provide direction to staff

Director Sonny Brandt _____

Director Marcia Carter _____

Director Steven Rocchi _____

Director Devin Thomas _____

Chairperson Kent Fowler _____

6. ADJOURNMENT

Time: _____

Apply to be on our Benefit Assessment District (BAD) Committee

<http://frrpd.com/about-frrpd/bad/>



STAFF REPORT

DATE: JUNE 14, 2019

TO: BOARD OF DIRECTORS

FROM: BRIAN WILSON, INTERIM GENERAL MANAGER

RE: HYLTON SECURITY SERVICES AT RIVERBEND PARK

SUMMARY

Staff is seeking direction on renewing the contract for security services at Riverbend Park.

BACKGROUND

In an effort to reduce theft and vandalism during the Phase 1 project of Riverbend Park repair/restoration, the District employed Hylton Security Inc for security service. The original agreement has expired. Hylton has provided a revised contract for review, with proposed reduction of services provided to include:

- Reduce patrols on weeknights to random patrols throughout the night
- 24-hour security in the park on the weekends and holidays

It is the recommendation of Staff to reinstate the 12-hour nightshifts during the Phase 2 construction and continue 24-hour security in the park on weekends and holidays.

BUDGETARY IMPACT

Unknown

Estimates of \$800-\$1200 per month depending on level of services requested by District.

Unclear as to insurance reimbursement authorization following completion of Phase 1.

RECOMMENDATION

Staff is seeking Board direction

ALTERNATIVE ACTIONS

Authorize contract as written

Direct staff to gather additional information and report back at June 25, 2019 regular Board meeting

Discontinue security services at Riverbend Park



HYLTON SECURITY INC.
1015 2nd Street, 2nd Floor
Sacramento CA 95814
(916) 442-1000
AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") dated this 1st day of June 2019.

BETWEEN:

Feather River Recreation and Park District
1875 Feather River Blvd
Oroville CA. 95965
("Customer")

OF THE FIRST PART

HYLTON SECURITY INC.
of 1015 2nd Street, 2nd Floor
Sacramento CA 95814
("Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of Security Services, both unarmed and armed. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer. Services to be provided by Vehicle patrol. Three (3) hits/night. Starting 00:00 Monday and ending 24:00 Friday. Security officer to start weekends 00:00 Saturday and end at 24:00 Sunday. Located Riverbend park 60 Montgomery St. Oroville CA. 95965.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will end on June 1, 2020 at 12:00 mid.
3. In the event either party wishes to terminate this Agreement due to cause, that party will be required to provide a notice of two (2) week notice unless changes or cancellation is agreed upon by both parties.
4. If cancellation is made by the Customer within the two weeks and the Service Provider deems the cancellation unsatisfactory, the Customer will forfeit of the agreed upon contract.
5. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

6. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will pay to the Service Provider compensation amounting to \$22.00/hour for unarmed security officers. \$800.00/month for Patrol services. \$15.00/day for vehicle. \$24.00/hour for armed security officer. Any additional hours agreed upon by both parties will reflect the standard hourly rate or in the case of overtime 1.5 times the hourly rate. Payment to be invoiced, net 20 days.

8. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Reimbursement of Expenses

9. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement unless prior agreement was made.

Payment Penalties

10. A 2% monthly late payment penalty will be charged if the Customer does not comply with the rates, amounts or dates of pay provided in this Agreement.
11. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Confidentiality

12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon terms of this Agreement.

Non-Competition

13. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement or within 1 year after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this agreement.

Non-Solicitation

14. Any Attempt on the part of the Service Provider to induce to leave the Customer's employ, or any effort by the Service Provider to interfere with the

Customer's relationship with its employees or other service providers would be harmful and damaging to the Customer.

15. The Service Provider agrees that during the term of this Agreement, the Service Provider will not in any way directly or indirectly:

- A. Induce or attempt to induce any employee or other service provider of the Customer to quit employment or retainer with the Customer;
- B. Otherwise interfere with or disrupt the Customer's relationship with its employee's or other service providers;
- C. Discuss employment opportunities or provide information about competitive employment to any of the Customer's employees or other service providers; or
- D. Solicit, entice, or hire away any employee or other service provider of the Customer.

Ownership of Materials

16. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

17. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

18. Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

19. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/independent Contractor

20. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

22. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

Feather River Recreation and Park District
1875 Feather River Blvd
Oroville CA. 95965
Randy Murphy
530-533-201
randy@frrpd.com

B. HYLTON SECURITY INC.
1015 2nd street, 2nd Floor
Sacramento CA 95814 916-442-
1000
916-442-2790 Fax
Email: wesecureyou@aol.com

Or to such other address to which any Party may from time to time notify the other.

Costs and Legal Expenses

23. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any

other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

24. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

26. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, or consequential) which may arise from the provision of the Services.

Indemnification

27. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

28. This Agreement will inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

29. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

30. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

32. It is the intention of the parties to this Agreement that is Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. In the event any of the provisions of this Agreement are held to be invalid or unenforceable in whole, or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

34. The Waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 15th day of May 2018.

SIGNED, SEALED, AND DELIEVERED

In the presence of


Mindy Hylton

Title: Senior Vice President
Per: Hylton Security Incorporate

Randy Murphy

Date: May 24 2019

Feather River
Contract