



FEATHER RIVER RECREATION & PARK DISTRICT

Special Board Meeting
October 11, 2024

OROVILLE CONVENTION CENTER

1200 Myers Street
Oroville, CA 95965

OUR MISSION: 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.

AGENDA Closed Session at 10:00 AM, Open Session Immediately Following

Written comments must be sent to KendyleA@frpd.com 1-hour prior to the meeting to be presented to the Board. If you need a special accommodation to participate in this meeting, please contact (530) 533-2011.

CALL MEETING TO ORDER

ROLL CALL

Chairperson Scott “Kent” Fowler
Vice-Chairperson Greg Passmore
Director Devin Thomas
Director Clarence “Sonny” Brandt
Director Shannon DeLong

PLEDGE OF ALLEGIANCE

MISSION STATEMENT

PUBLIC COMMENT

The Board 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. You are limited to three (3) minutes. *The Board cannot take any action except for a brief response by the Board or staff to a statement or question relating to a non-agenda item.*

CLOSED SESSION

- 1. Pursuant to Government Code Section 54957: Personnel Exemption: General Manager Review**

ACTION ITEMS

- 1. Resolution 2040-24: A Resolution of the Board of Directors of the Feather River Recreation and Park District Approving the Grant Application for Land and Water Conservation Fund (Appendix A)**
Staff is requesting the Board to adopt Resolution 2040-24 authorizing the District to apply for the Land and Water Conservation Fund (LWCF) Grant. District staff would like to apply for the LWCF Grant opportunity for the completion of the Brad Freeman Trail / Nature Center Trail project.

UNFINISHED BUSINESS

- 1. SCI Consulting Proposal for Special Tax Consulting and Levy Administration Services for the Feather River Recreation and Park District CFD No. 2022-01 (Park Maintenance) Special Tax (Appendix B)**
Staff is requesting the Board consider renewing the Levy Administration Services agreement with SCI Consulting Group.

ADJOURNMENT

**RESOLUTION NO. 2040-24****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FEATHER RIVER RECREATION AND PARK DISTRICT
APPROVING THE APPLICATION FOR
LAND AND WATER CONSERVATION FUND FOR THE COMPLETION OF THE
BRAD FREEMAN TRAIL/NATURE CENTER TRAIL PROJECT**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing APPLICATIONS by local agencies under the program; and

WHEREAS, the APPLICANT certifies by resolution the approval of the APPLICATION and the availability of eligible MATCHING funds prior to submission of the APPLICATION to the State; and

NOW, THEREFORE, BE IT RESOLVED that the FRRPD Board of Directors hereby:

1. Approves the filing of an APPLICATION for Land and Water Conservation Fund assistance for the proposed; Completion of the Brad Freeman Trail / Nature Center Trail Project
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to finance 100% of the project, and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to the General Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.



PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the Feather River Recreation and Park District on the 11TH day of OCTOBER 2024 by the following vote:

Ayes
Noes
Abstain
Absent

ATTEST

I, the undersigned, hereby certify that the foregoing Resolution Number 2040-24 was duly adopted by the Feather River Recreation and Park District Board of Directors following a roll call vote.

Scott Kent Fowler
Chairperson, Board of Directors

Robert Brian Wilson
General Manager

**STAFF REPORT**

DATE: August 22, 2024

TO: FRRPD Board of Directors

FROM: Brian Wilson, General Manager

RE: Levy Administration Renewal Agreement

SUMMARY

The Board may consider renewing the Levy Administration Services agreement with SCI Consulting Group, for engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the Feather River Recreation and Park District

DISCUSSION

The SCI Consulting Group agreement to provide engineering and levy administration services for the District expired at the conclusion of Fiscal Year 2023 – 24.

A new agreement has been presented by SCI Consulting Group for the Fiscal Years of 2024-25, 2025-26, and 2026-27.

In addition to the administration of the assessment of the Park Maintenance and Recreation Improvement District, SCI has recently provided services to the District for the levy and administration of CFD2022-01, as well as preparing the Park Impact Fee Nexus Study - 2023 for the Impact

FISCAL IMPACT

Expense

- FY 2024-25 \$15,845.00
- FY 2025-26 \$16,320.00
- FY 2026-27 \$16,810.00

This is an approximate 3% increase from last year, with approximately 3% annual increases for the following 2 years, when compared to the last 3-year agreement.

ATTACHMENTS:

SCI-Levy Administration Renewal Agreement

Levy Administration Services Agreement

THIS AGREEMENT is made on _____, 2024, between the **Feather River Recreation & Park District**, (“District”) and **SCI Consulting Group** (“Consultant” or “SCI”), a California Corporation, who agree as follows:

- 1. **Scope of Work (“Work”).** Consultant shall perform the work and render the services described in the Scope of Work shown below (the “Work”). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. **Payment.**
 - a. In exchange for the Work, the District shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by District. The Consultant’s fee shall include all of the Consultant’s costs and expenses related to the Work.
 - b. At the completion of each phase of the Work, the Consultant shall submit to the District an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the District shall pay the invoice within 30 days of its receipt.
- 3. **Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. **Insurance.**
 - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

| | |
|--|---|
| Commercial General Liability | \$2,000,000 per occurrence \$4,000,000 aggregate |
| Automobile Liability | \$2,000,000 per accident |
| Workers' Compensation | Statutory limits |
| Professional Liability | \$2,000,000 per claim |
| Excess Liability (over General Liability & Auto Liability) | \$1,000,000 per occurrence & \$1,000,000 aggregate |

- b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the District, its officers and employees as additional insureds regarding liability arising out of the Work.
 - c. **Proof of Insurance.** Upon request, the Consultant shall provide to the District proof of insurance.
- 5. **Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the District, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. **Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. **Independent Contractor.** The Consultant's relationship to the District is that of an independent contractor.
- 8. **Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the District.
- 9. **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 10. **Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. **Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the District may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. **Cancellation.** The District or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.

14. **Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. **Notice.** Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

Feather River Recreation and Park District
1875 Feather River Blvd
Oroville, CA 9596

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Scope of Work

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the Feather River Recreation and Park District.

DEFINITIONS

| | |
|--------------------|--|
| District: | Feather River Recreation and Park District, staff and Directors. |
| Assessment: | Park Maintenance and Recreation Improvement District |
| SCI or Consultant: | SCI Consulting Group, and any and all employees and subcontractors. |
| Administration: | Services related to the determination, levy and collection of assessment revenues. |

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Obtain upcoming fiscal year estimated cost information from the District to use as a basis for the budget in the Engineer's Report.
2. Calculate and prepare the preliminary assessment roll for inclusion in the Engineer's Report.
3. Prepare the Engineer's Report, including any necessary upgrades due to any recent court rulings or other requirements.
4. File the final Engineer's Report with the District.
5. Prepare any needed resolutions and staff reports for the Assessment.
6. Prepare and assist with the publication of any notices for the continuation of the Assessment.
7. Attend the District Board meeting at which the public hearing is held, and the Engineer's Report is approved.

CONFIRMATION OF DISTRICT PARCELS, LEVY CALCULATION, VERIFICATION AND SUBMITTAL

1. Create a database including every parcel in the boundaries of the Assessment District, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.

3. Prepare the final Assessment Roll for the Assessment District and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if any.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the assessments and basis for the assessments to any person who questions the assessments or the legal basis for the assessments.
2. In the event of any legal challenge or petition against the assessments, provide professional, assessment engineering and technical support in support of the assessments. If such services are required, they would be provided in close collaboration with the District and District legal counsel.

Fee Schedule

SCI shall be compensated for the performance of the Scope of Work as follows:

| | <u>2024-25</u> | <u>2025-26</u> | <u>2026-27</u> |
|-------------------------------------|------------------|------------------|------------------|
| Annual Levy Administration | \$ 15,845 | \$ 16,320 | \$ 16,810 |
| Payment due on August 10: | \$ 10,080 | \$ 10,390 | \$ 10,700 |
| Balance due on January 31: | \$ 5,765 | \$ 5,930 | \$ 6,110 |
| Incidental Costs | \$ 1,500 | \$ 1,500 | \$ 1,500 |
| Total Contract Authorization | \$ 17,345 | \$ 17,820 | \$ 18,310 |

3. The Scope of Work includes one meeting with the District. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
4. In the event that the District elects to request optional, additive scope of work, SCI will work with the District to negotiate compensation for these additional tasks and execute an Addendum to the agreement for these additional services.
5. Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the District with total cost not to exceed \$1,500 per year, without prior authorization from the District. Publication of the legal notice of public hearing will be billed separately as incurred.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the District.

Signature Page

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:



Brian Wilson

John W. Bliss

General Manager

President

Feather River Recreation and Parks District

SCI Consulting Group

Date

Date