

**AGENDA FOR THE SPECIAL JOINT MEETING OF  
DUNSMUIR CITY COUNCIL AND THE DUNSMUIR RECREATION AND PARKS  
DISTRICT BOARD MEETING**

**JULY 13<sup>th</sup>, 2023**

**COUNCIL CHAMBERS**

**5902 DUNSMUIR AVE, DUNSMUIR, CA**

**REGULAR SESSION: 6:00 pm**

**Join Zoom Meeting: <https://us02web.zoom.us/j/84424135442>**

**Or Call: +1 669 900 6833**

**Enter Meeting ID: 844 2413 5442**

As a courtesy, please turn off cell phones and electronic devices while the meeting is in session. Thank you.

- 1. CALL TO ORDER AND FLAG SALUTE**
- 2. ROLL CALL**
- 3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**
- 4. PUBLIC COMMENT**

Regular City Council meetings are posted on the City's website to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Meetings that take place on dates other than the 1<sup>st</sup> and 3<sup>rd</sup> Thursday will not be televised.

This time is set aside for citizens to address the City Council on matters listed on the Consent Agenda as well as other items **not** included on the Regular Agenda. If your comments concern an item noted on the Regular Agenda, please address the Council when that item is open for public comment. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time to another speaker.** Comments should be limited to matters within the jurisdiction of the City. Speaker forms are available from the City Clerk, 5915 Dunsmuir Ave, Dunsmuir, on the City's website, or on the podium. The City Council can only take action on matters that are on the Agenda, but may place matters brought to their attention at this meeting on a future Agenda for consideration. If you have documents to present to members of the City Council, please provide a minimum of seven (7) copies.

- 5. COUNCIL AND STAFF COMMENTS**
- 6. COMMITTEE REPORTS**
- 7. APPROVAL OF MINUTES – none**
- 8. CONSENT AGENDA: none**
- 9. PUBLIC HEARING: none**
- 10. OLD BUSINESS – none**
- 11. NEW BUSINESS**

A. Review and Discuss Parks and Recreation Leases

B. Conduct a SWOT Analysis

C. Discuss the Short- and Long-Term Plans of the Parks and Recreation District

D. Set Date for Future Joint Meeting and Establish Agenda items to Discuss

**12. FUTURE AGENDA ITEMS**

**Future Agenda Items are topics brought to the City Council for review and/or action. All dates refer to first introductions and can be altered due to time and priority levels.**

**13. ADJOURNMENT**

**Copies of this agenda were posted at City Hall, Dunsmuir City Library, and City Website 72 hrs. prior to meeting time.**

**The City of Dunsmuir does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability or any other legally protected classes in employment or provision of services. Persons who need accommodations for a disability at a public meeting may call City Hall at (530) 235-4822 for assistance. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to accommodate participation in the meeting.**

**CERTIFICATION**

This is the official Dunsmuir City Council Agenda, created and posted in accordance with the Dunsmuir City Council Protocols.

\_\_\_\_\_  
Wendy Perkins, Deputy City Clerk

\_\_\_\_\_  
Date

**AGREEMENT FOR SERVICES**

*with*

***Dunsmuir Recreation & Parks District***

*regarding*

***Maintenance Services of Tauhindauli Park***

**THIS AGREEMENT** ("Agreement") made and entered into this eleventh day of April 2023, is between the City of Dunsmuir, a general law city in the State of California (hereinafter referred to as "City") and Dunsmuir Recreation & Parks District, duly qualified to conduct business in California, whose principal place of business is PO Box 636, Dunsmuir, CA. 96025 (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, City has determined that it is necessary to obtain a Contractor to provide Park Maintenance and;

**WHEREAS**, Contractor has represented to City that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and City has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws; and

**WHEREAS**, City has determined that the provisions of such services provided by Contractor are in the public's best interest and are more economically and feasibly performed by outside independent Contractors.

**NOW, THEREFORE**, City and Contractor mutually agree as follows:

**AGREEMENT**

1. **INCORPORATION OF RECITALS.** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

**SCOPE OF SERVICES.**

(a) **Services to be Furnished.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A (Scope of Work). Contractor warrants that it possesses the experience, background, and expertise necessary to perform the services described in Exhibit A, with option 2, attached hereto and incorporated herein by reference. No verbal agreement or conversation with any officer, agent or employee of City, either before, during or after the execution of this Agreement shall affect or modify any of

the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement.

(b) Schedule for Performance. Contractor shall perform the services identified in Exhibit A in accordance with the schedule described in **Exhibit A**, attached hereto and incorporated herein by reference, and as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

(c) Standard of Quality. All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

(d) Compliance With Laws. Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees. Contractor represents and warrants to City that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. Contractor shall at all times during the term of this Agreement, and for one year thereafter, provide written proof of such licenses, permits, insurance, and approvals upon request by City. City is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

## 2. COMPENSATION.

(a) Schedule of Payment. The compensation to be paid by City to Contractor for the services rendered hereunder shall be on a time and materials basis based upon the rate schedule or (not to exceed amount) in **Exhibit A**, attached hereto and hereby incorporated by reference.

(b) Total Price Ceiling. The Total Price Ceiling shall be Six Thousand Nine Hundred Twenty Seven dollars and Seventy Six cents (\$6,927.76). Total compensation, including both fees and expenses, for services rendered by Contractor to City shall not exceed the Total Price Ceiling.

(c) Additional Services. City shall make no payment to Contractor for any extra, further, or additional services unless such services and payment have been mutually agreed to and this Agreement has been formally amended in accordance with Section 8. Contractor shall not commence any work exceeding the Scope of Services in Exhibit A without prior written authorization from City.

(d) Invoicing and Payment. Contractor shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices must be submitted in duplicate and must indicate the hours actually worked by describing the task(s) performed, the employee(s) performing the task(s), and the hours (or fractions of hours in quarters of an hour) spent on the task(s). The invoice shall also show all other directly related costs by line item in accordance with **Exhibit A**. City shall approve or disapprove the invoice within fifteen (15) calendar days following receipt thereof and shall pay all approved invoices and billings within thirty (30) calendar days. City reserves the right to withhold payment of disputed specific items and shall give notice to the Contractor, pursuant to Section 12, of all such

disputed specific items within fifteen (15) business days following receipt of an invoice. The parties shall exercise good faith and diligence in the resolution of any disputed invoice amounts.

3. FISCAL CONSIDERATIONS. The parties understand and acknowledge that the City is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of City business, City will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, City shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget that does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and City released from any further liability hereunder.

In addition to the above, should the City Council during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any City department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the City, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

4. PRODUCT REVIEW AND COMMENT. Contractor shall provide City with two (2) copies of each product described in Exhibits A. Upon the completion of each product, Contractor shall be available to meet with City. If additional review and/or revision is required by City, City shall conduct reviews in a timely manner.

5. TERM OF AGREEMENT. This Agreement shall be effective immediately and shall remain in effect until completed, amended pursuant to Section 7, or terminated pursuant to Section 6.

6. TERMINATION.

(a) DEFAULT. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party that gave notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify in writing the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

(b) BANKRUPTCY. This Agreement, at the option of the City, shall be terminable in the case of Contractor's bankruptcy, whether voluntary or involuntary, or insolvency.

(c) CEASING PERFORMANCE. City may terminate this Agreement in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

(d) TERMINATION WITHOUT CAUSE. City shall have the right to terminate this Agreement for any reason, at any time, by serving upon Contractor thirty (30) calendar days advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 12.

(e) If City issues a notice of termination:

(i) Contractor shall immediately cease rendering services pursuant to this Agreement;

(ii) Contractor shall deliver to City copies of all writings, whether or not completed, which were prepared by Contractor, its employees, or its subcontractors, if any, pursuant to this Agreement and for which Contractor has been paid in accordance with Section 2. The term "writings" shall include, but not be limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof. City reserves the right to take over and complete the work by contract or other means;

(iii) City shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations prescribed by Section 3 of this Agreement, less any compensation to City for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Exhibit A. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then City shall be obligated to compensate Contractor only for that portion of Contractor's services that are of benefit to City.

7. AMENDMENTS. This Agreement may be amended by mutual consent of the parties. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. Contractor shall not, either during or after the term of this Agreement, disclose to any third party any confidential information relative to the work of City without the prior written consent of City.

9. INSPECTION. City representatives shall, with reasonable notice, have access to the work and work records of Contractor, including time records, for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

10. INDEPENDENT CONTRACTOR. In the performance of the services in this Agreement, Contractor is an independent contractor and is not an agent or employee of City. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit City to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full

control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Contractor in the performance of said service hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

11. NOTICE. Any notices or other communications to be given to either party under this Agreement shall be in writing, shall be delivered to the addresses set forth below, and shall be effective, as follows:

- (a) by personal delivery, effective upon receipt by the addressee;
- (b) by facsimile, effective upon receipt by the addressee, so long as a copy is provided by certified U.S. mail, return receipt requested, postmarked the same day as the facsimile;
- (c) by certified U.S. mail, return receipt requested, effective 72 hours after deposit in the mail.
- (d) Notices to City shall be in duplicate.

CITY: CITY OF DUNSMUIR  
5915 Dunsmuir Avenue  
Dunsmuir, CA. 96025  
Attn: City Manager  
Phone: (530) 235-4822  
Fax: (530) 235-4824

CONTRACTOR: Dunsmuir Recreation & Parks District  
PO Box 636  
Dunsmuir, CA. 96025  
Attn: Director  
Phone: (530) 235-4740

Either party may change its address for notices by complying with the notice procedures in this Section.

12. OWNERSHIP OF MATERIALS. City is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. At any time during the term of this Agreement, at the request of City, Contractor shall deliver to City all writings, records, and information created or maintained pursuant to this Agreement and for which Contractor has been paid in accordance with this Agreement. The term "writings" in this Section has the same definition as provided in Section 6(e)(ii).

13. ASSIGNMENT; SUBCONTRACTING; EMPLOYEES.

(a) Assignment. Contractor shall not assign, delegate, or transfer its duties, responsibilities, or interests in this Agreement without the prior express written consent of City. Any assignment without such approval shall be void and, at City's option, shall terminate this Agreement and any license or privilege granted herein.

(b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect City, or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(c) Required Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to this Project, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it;

(ii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers;

(iii) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(iv) Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after giving City 30 days' prior written notice by certified mail, return receipt requested.

(d) Acceptability of Insurers. Contractor shall place insurance with insurers that have a current A.M. Best's rating of no less than A:VII unless Contractor requests and obtains City's express written consent to the contrary.

(e) Verification of Coverage. Contractor must provide complete, certified copies of all required insurance policies, including original endorsements affecting the coverage required by these specifications to the City Attorney. The certificate of insurance must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to City. The endorsements are to be signed by a person authorized by Contractor's insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. However, failure to do so shall not operate as a waiver of those insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

(f) Continual Coverage. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time(s) during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the City Attorney, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times



(b) Subcontracting. Contractor shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of City. If City consents to Contractor's hiring of subcontractors, all subcontractors are deemed to be employees of Contractor, and Contractor agrees to be responsible for their performance. Contractor shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

14. **BINDING AGREEMENT.** This Agreement shall bind the successors of City and Contractor in the same manner as if they were expressly named herein.

15. **WAIVER.**

(a) Effect of Waiver. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right under this Agreement.

(b) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time.

16. **NONDISCRIMINATION.**

(a) Contractor shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability.

(b) Contractor shall comply with all federal and state anti-discrimination and civil rights laws.

(c) Contractor agrees to post in conspicuous places, available to all employees and applicants for employment, notices that Contractor shall provide an atmosphere for employees, clients, and volunteers that is free from harassment or discrimination on the bases set forth in subsection 17(a).

17. **INDEMNITY.**

(a) To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the City Attorney), indemnify, and hold harmless City and its officers, agents, departments, officials, representatives, and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its sub Contractors), expense, and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert Contractors or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, any sub Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless, and

indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

(b) To the extent there is an obligation to indemnify under this Section 18, Contractor shall be responsible for incidental and consequential damages resulting from Contractor's negligence, recklessness, or willful misconduct.

(c) Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub Contractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations from others as required, Contractor shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

## 18. INSURANCE.

(a) Required Coverage. Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Agreement the following described insurance coverage. This coverage shall insure not only Contractor, but also, with the exception of workers' compensation and employer's liability insurance, shall name as additional insureds City, its officers, agents, employees, and volunteers, and each of them, but only insofar as the operations under this Agreement are concerned:

<u>Policy</u>	<u>Minimum Limits of Coverage</u>
(i) Workers' Compensation and Employer's Liability	Statutory and \$2,000,000 per accident for bodily injury or disease, respectively.
(ii) Comprehensive Automobile Insurance Services Office, form #CA 0001 (Ed 1/87 covering auto liability code 1 (any auto)	Bodily Injury/Property Damage \$2,000,000 each accident.
(iii) General Liability Insurance Services Office Commercial General Liability coverage on an occurrence basis (occurrence form CG 0001)	\$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Project or location, the general aggregate limit shall be twice the required occurrence limit.

If Contractor maintains higher limits than the minimum shown above, City shall be entitled to coverage for the higher limits maintained by Contractor.

insurance coverage as provided herein, City may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(g) Additional Provisions.

(i) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

(ii) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

(iii) The insurance companies shall have no recourse against the City, its officers or employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

(iv) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

(v) The certificate of insurance shall meet such additional standards as may be determined by the contracting City department either independently or in consultation with the City Attorney, as essential for protection of the City.

19. **WORKERS' COMPENSATION.**

(a) Covenant to Provide. Contractor warrants that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor further agrees that it will comply with such provisions before commencing the performance of the work under this Agreement.

(b) Waiver of Subrogation. Contractor and Contractor's insurance company agree to waive all rights of subrogation against City, its elected or appointed officials, agents, and employees for losses paid under Contractor's workers' compensation insurance policy that arise from the work performed by Contractor for City.

20. **FINANCIAL RECORDS.** Contractor shall retain all financial records, including but not limited to documents, reports, books, and accounting records which pertain to any work or transaction performed pursuant to this Agreement for three (3) years after the expiration of this Agreement. City or any of its duly authorized representatives shall, with reasonable notice, have access to and the right to examine, audit, and copy such records.

21. **TAXPAYER IDENTIFICATION/ FORM W-9.** Contractor shall provide to City a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification."

22. **CALIFORNIA RESIDENCY (FORM 590).** Contractor shall file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Contractor shall be required to submit a Form 590 prior to execution of this Agreement, or City shall withhold seven (7) percent of each payment

made to Contractor during the term of this Agreement. This requirement applies to any agreement exceeding One Thousand Five Hundred Dollars (\$1,500.00).

23. CONFLICT OF INTEREST. Both parties have read and are aware of the provisions of Government Code Section 1090 *et seq.* and Section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any City employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with City's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that creates a conflict of interest with City or in any way compromises the services to be performed under this Agreement. Contractor shall immediately notify City of any and all violations of this Section upon becoming aware of such violation. City represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. If such a financial interest does exist at the inception of this Agreement, either party may immediately terminate this Agreement by giving written notice to the other.

24. TIME OF THE ESSENCE. CONTRACTOR understands and agrees that time is of the essence in the completion of the work and services described in Exhibit A.

25. SEVERABILITY. If any court of competent jurisdiction or subsequent preemptive legislation holds or renders any of the provisions of this Agreement unenforceable or invalid, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected.

26. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Siskiyou County. Any dispute resolution action arising out of this Agreement, including mediation or arbitration, shall be brought in the City of Dunsmuir and shall be resolved in accordance with the laws of the State of California.

27. MEDIATION/ARBITRATION. If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the Siskiyou County Superior Court Mediation Program before resorting to arbitration or some other mutually agreed dispute resolution procedure. If they do not reach such solution within a period of 60 days from appointment of a mediator, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered by an arbitrator jointly selected by the parties or if no such agreement is reached then according to the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Binding mediation shall be the sole remedy of last resort and is deemed by the parties to be a material part of this agreement.

28. VENUE For all proceedings initiated to resolve disputes between the parties it is agreed that venue for all purposes shall lie in exclusively in Siskiyou California.

29. COSTS AND ATTORNEYS' FEES. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in

such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

30. AUTHORITY. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

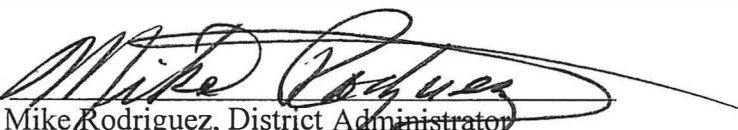
31. FORCE MAJEURE. Except as otherwise provided in this Agreement, if the performance of any act required by this Agreement by either City or Contractor is prevented or delayed by reason of any act of God, strike, act of terrorism, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

32. ADMINISTRATOR. The City officer or employee with responsibility for administering this Agreement is the City Manager, or designee.

33. INTEGRATION. This Agreement and the documents referred to herein or exhibits hereto represent the entire understanding of City and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 7.

Executed by City and Contractor on the date shown next to their respective signatures. The effective date of this Agreement shall be the date of execution by City as shown below.

**CONTRACTOR**

By:   
Mike Rodriguez, District Administrator  
Dunsmuir Recreation & Parks District

Date: 4/13/23

**CITY OF DUNSMUIR**

By:   
Dustin J. Rief, City Manager  
City of Dunsmuir

Date: 4/11/2023

**EXHIBIT A**

**SCOPE OF SERVICES**

**SPRING**

- Remove dead wood and debris from around and in the trees, and trails, with assistance from the Deadwood Crew.
- Cut/trim native grasses to reduce fire hazard
- Trim three (3) to four (4) feet on each side of established trails and apply weed barrier to keep the trails accessible for the season.
- Clear all debris and vegetation from around benches and tables and apply the necessary vegetation management.
- District Administrator and City Manager will meet each spring prior to work being done to discuss work projects noted.

**FALL**

- Clear drainage ways throughout the park to ensure capacity for winter flows.

**MONTHLY**

- Provide trail (paved and unpaved) maintenance to ensure the vegetation is free and clear from foot traffic.
  - Three (3) to four (4) feet each side of established trails and apply weed barrier to keep trails accessible.
- Blow debris from picnic table areas - weekly
- Maintain clear view of river from sitting benches.
- Wipe/clean interpretive panels/signs

**ANNUAL**

- Berry vines need to be kept in control by cutting back annually.

**COMPENSATION**

**STAFFING (April – October)**

- Five (5) hours/week – Twenty (20) hours/monthly @ \$25/hour.  
Monthly Cost - \$500      Total cost - \$3,500
- Mileage logged and included on monthly bill @ IRS rate. Max 80 miles/month  
Max monthly cost \$50      Total cost - \$350
- Administration cost – 10% of \$500 = \$50/month  
Total cost - \$350

**MISCELLANEOUS**

- Vegetation disposal – added to monthly bill when incurred with receipt submitted. Max \$100/month  
Total cost - \$700
- Blue room Rental – serviced weekly  
Total cost - \$1,120
- Deadwood Crew – 4 days  
Total cost - \$907.76
- Equipment – purchased by City

Max monthly cost - \$860  
Max annual cost - \$6,927.76

**2022 Withholding Exemption Certificate**

**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent information**

Name

City of Dunsmuir

**Payee Information**

Name

Dunsmuir Park and Recreation District

SSN or ITIN  FEIN  CA Corp no.  CA SOS file no.

94-6027519

Address (apt./ste., room, PO box, or PMB no.)

PO Box 636

City (If you have a foreign address, see instructions.)

Dunsmuir

State ZIP code

CA 96025

**Exemption Reason**

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

**Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

**Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

**Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

**Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

**Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

**Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](http://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131 to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code 948 when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Mike Rodriguez, District Administrator

Telephone (530) 235-4740

Payee's signature ▶

*Mike Rodriguez*

Date 3-30-22

## LEASE

This lease is made and entered into this 6<sup>th</sup> day of ~~November~~ <sup>December</sup> 1993, by and between the City of Dunsmuir, California, hereinafter referred to as "City", and the Dunsmuir Recreation District, a special district of the State of California hereinafter referred to as "District", with reference to the following:

A. The City is the owner of certain real property located in section 24, township 39 north, range 4 west, MDM, consisting of and known as:

1. City Ball Park including the area known as the Ball Park parking area extending southerly from the ball park to the northerly boundary of the property acquired by the City of Dunsmuir from the U.S. Forest Service and extending westerly from the westerly boundary of Dunsmuir Avenue to the boundary common to said parking area and former U.S. Forest Service property, and
2. City Park, and
3. Dunsmuir Community Center, the building located south of the City Ball Park consisting of approximately 3,500 square feet.

B. The City Ball Park, the Ball Park parking area, the City Park, and the Dunsmuir Community Center, all as described in paragraph A above, together with the improvements thereon, are hereinafter referred to collectively as the "premises".

C. The premises have heretofore been leased by the City to the District pursuant to a lease which expired on November 4, 1993. The parties desire to provide for the continued possession, use, operation and management of the premises by the District, upon the terms and conditions hereinafter stated.

1. The City hereby leases the premises to the District for a term of 25 years beginning on the 4th day of November, 1993 and ending on the 3rd day of November, 2018, upon the conditions set forth in this agreement. This lease revokes, supersedes and replaces a lease entered into by the parties on the 4th day of November, 1968, together with the addenda to said lease dated the 7th day of June, 1976.

2. The District hereby leases the premises from the City for the term and upon the conditions set forth in this agreement. Annual rental of \$1.00 a year shall be due and payable in advance on the anniversary day of this agreement.



3. The District shall use the premises only for maintenance and operation of the City Park, Dunsmuir Community Building, and Ball Park for the benefit of the public and as a community park and recreational facility, in compliance with all applicable local, state and federal laws. The use of the Park shall conform to the Master Plan prepared by the District, a copy of which is attached hereto as Exhibit A and incorporated herein. Any modification or amendment of said plan shall be approved in writing by the City. Any breach of this paragraph shall, at the option of City, constitute grounds for termination of this lease.

4. The City shall be responsible and pay for any and all taxes assessed against the real property. The District shall be responsible for any and all sales, amusement, and all other taxes related to the use, possession and operation of the premises.

5. The District shall be responsible for all utility services furnished to or used on the premises, including but not limited to water and sewer services for the Dunsmuir Community Center and water service for the Ball Park, and the District agrees to make payments for same, unless otherwise provided herein or by subsequent agreement between the parties. The City agrees, upon request by the District, to consider waiving the charges for water used by the District for irrigation of the City Park.

6. The City will maintain and carry all necessary fire and property insurance on the improvements on the premises including the Ball Park grand stand and the Dunsmuir Community Center. In the event that any of the improvements located upon the premises are destroyed, wholly or in part, by fire or other casualty and that there is a corresponding re-payment to the City through insurance, the City reserves the right to utilize such insurance proceeds for replacement of the premises or, in the alternative, to abandon and remove said improvements so damaged or destroyed and to place said proceeds in the general fund of the City for other uses. The City agrees to consult with the District in reviewing how to apply any such insurance proceeds.

7. The District shall maintain, for the duration of the lease and any extension or renewal thereof, public liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, occupancy, use, management, operation, or maintenance of the premises by the District, its agents, representatives, employees or contractors. The minimum scope, limits, and other terms and conditions associated with said insurance shall be as provided for in the attached Exhibit B. At the commencement of this lease, the District shall furnish the City with an amendatory endorsement effecting the coverage required by this clause on the forms provided by the City and attached to Exhibit B. The provisions of said Exhibit B are incorporated herein and made a part hereof in full.

8. The District shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation cost and fees of litigation) of every nature arising out of or in connection with the District's possession, occupancy, use, management, operation, or maintenance of the premises, or failure to comply with any of its obligation contained in the lease, except such loss or damage which was caused by the sole negligence or willful conduct of the City.

9. The District shall have complete management control of the premises subject only to the terms and conditions of this lease.

10. Employees of the District shall be the employees of the District only and under its sole direction and control, and shall not be the employees, agents or representatives of the City.

11. The District agrees to maintain, clean, and keep the premises, including all grounds and facilities located thereon, in good order, condition and repair, at its sole cost. The District shall make no alterations or improvements of the premises without the prior written consent of the City. The District further agrees to maintain proper supervision of the premises, including said grounds and facilities, in connection with the operation and maintenance thereof. The City grants the District the right, and the District assumes the responsibility, to effect the removal of any trees or brush that are damaged or require removal because of age, disease, or other hazardous condition.

12. Any and all installations of building and improvements installed by the District shall revert to the City as its own property at the termination of this lease or any extension hereof.

13. This lease agreement contains the entire agreement between the parties hereto concerning the subject matter hereof, and may not be modified or amended except in a subsequent written instrument signed by both parties. This agreement shall benefit and shall be binding upon the parties hereto and their respective successors and assigns.

14. The District shall not assign this lease or sublet the premises, nor allow any other person to manage or operate the premises in conjunction with the District's management and operation thereof, nor delegate any authority granted the District hereunder, without the prior written consent of the City.

15. The City shall have the right at any time, without interfering with the District's use of the premises, to enter the premises for the purpose of determining the District's compliance with the terms and conditions of this lease; in the case of fire or other emergency; or for any other reasonable cause.

16. Should the District default in the performance of any condition or covenant of this lease and, in the event of a curable default, should such default continue for more than thirty (30) days after the giving of notice thereof by the City in the manner hereafter provided, the District's tenancy hereunder shall, at the City's option, immediately terminate, and the District shall remove all personal property located on the premises and deliver possession of the premises to the City forthwith. In any action or proceeding to enforce the terms and conditions of this lease, the District agrees to pay all attorney's fees and court costs incurred by the City in such action or proceeding. The waiver by the City of any breach or default of the District shall not constitute, for any purpose, a waiver of any other breach or default by the District hereunder.

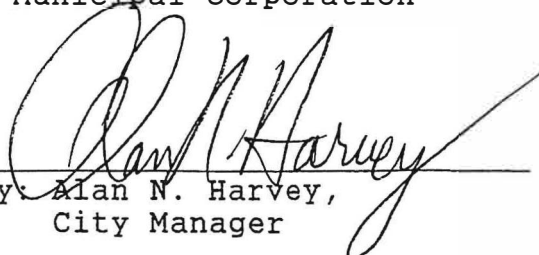
17. Any notice required or permitted to be given by either party under the terms of this lease or by law shall be deemed duly delivered when either personally delivered to the party to receive such notice or when deposited in the United States mail, first-class postage prepaid, addressed to the City or the District as appropriate, at the following addresses:

City Manager  
City of Dunsmuir  
Dunsmuir City Hall  
5915 Dunsmuir Ave  
Dunsmuir, CA 96025


District Director  
Dunsmuir Recreation District  
4845 Dunsmuir Ave  
P.O. Box 636  
Dunsmuir, CA 96025

Executed as of the date first stated above at the City of Dunsmuir, County of Siskiyou, California.

CITY OF DUNSMUIR, CALIFORNIA  
A Municipal Corporation

  
By: Alan N. Harvey,  
City Manager

DUNSMUIR RECREATION DISTRICT  
A Special District of the  
State of California

  
By: Mike R88riguez

Title: DISTRICT ADMINISTRATOR

## EXHIBIT B

### INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, their agents, representatives, employees or subcontractors.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Amendment #1  
Lease  
City of Dunsmuir  
And  
Dunsmuir Recreation District

This amendment, entered into this 17<sup>th</sup> day of September 1999, is made to the 25 year Lease dated December 6, 1993 (Lease) by and between the City of Dunsmuir, hereinafter referred to as "City" and the Dunsmuir Recreation District, hereinafter referred to as "District". This amendment shall run concurrent with the Lease and expire on the same date as said Lease (November 3, 2018).

The following sections of said lease are modified to read as follows:

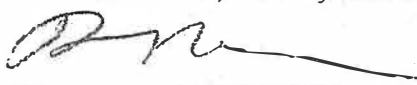
A. The City is the owner of certain real property located in Section 24, township 39 north, range 4 west, MDM, consisting of and known as:

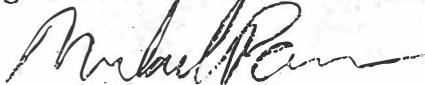
1. City Ball Park including the area known as the Ball Park parking area extending southerly from the Ball Park to the display Steam Locomotive and West from the Dunsmuir Fountain easterly to Dunsmuir Avenue.
2. The City Park and related paths, gardens, play and parking areas.
3. The Dunsmuir Community Center
4. The Storage Garages, consisting of that portion of the garage building located immediately west of 4741 Dunsmuir Avenue and north of the Community Swimming Pool, excepting the westernmost portion of said building which is not included in this lease.

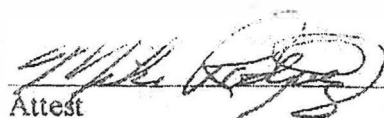
C. 1. The district hereby leases the premises from the City for the term and upon the conditions set forth in this agreement and subsequent amendments. Annual rental of \$301.00 (\$300 garages, \$1 other facilities), shall be due and payable in advance on the anniversary day of this agreement.

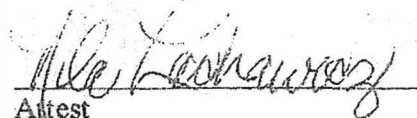
\* \* \* \* \*

It witness hereof, the City and the District agree to this Amendment to the Lease:

  
\_\_\_\_\_  
Dunsmuir Recreation District

  
\_\_\_\_\_  
City of Dunsmuir

  
\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Attest

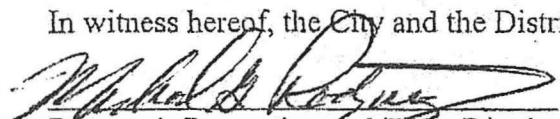
Amendment #2  
Lease  
City of Dunsmuir  
And  
Dunsmuir Recreation and Parks District

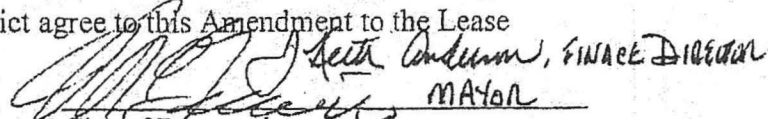
This amendment, entered into this 7<sup>th</sup> day of November 2003, is made to the 25 year Lease dated December 6, 1993 (Lease) by and between the City of Dunsmuir, hereinafter referred to as "City" and the Dunsmuir Recreation and Parks District; hereinafter referred to as "District". This Amendment shall run concurrent with the Lease.

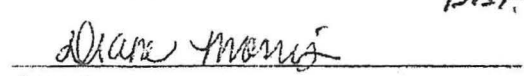
Section C.1. of the lease is modified to read "The City hereby leases the premises to the District for the term ending the 3<sup>rd</sup> day of November 2043."

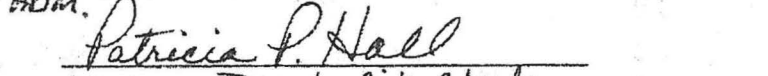
\*\*\*\*\*

In witness hereof, the City and the District agree to this Amendment to the Lease

  
Dunsmuir Recreation and Parks District  
DIST. ADM.

  
City of Dunsmuir  
MAYOR

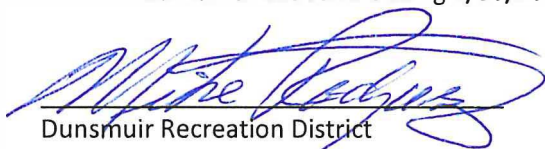
  
Attest

  
Attest Deputy City Clerk

AMENDMENT #3

This amendment, entered into this Eleventh day of April 2022, is made to the 25 year lease dated December 6, 1993 (Lease) by and between the City of Dunsmuir, hereinafter referred to as "City" and the Dunsmuir Recreation and Parks District; hereinafter referred to as "District." This Amendment shall run concurrent with the Lease.

Section C.1 of the lease is modified to read "The City hereby leases the premises to the District for the term ending 6/30/2048."



Dunsmuir Recreation District  
Mike Rodriguez, District Director



City of Dunsmuir  
Blake Michaelson, Acting City Manager