

**AUBURN AREA RECREATION AND PARK DISTRICT MEETING OF THE
PROGRAM, PERSONNEL, POLICY, FEE & LEGAL REVIEW SPECIAL COMMITTEE
MEETING AGENDA**

WEDNESDAY, APRIL 21, 2021, 1:00 PM

**CANYON VIEW COMMUNITY CENTER, FOOTHILL ROOM
AUBURN, CA 95603**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection by contacting the District Administrator at kmuscott@auburnrec.com or by calling (530) 537-2186 (M-F).

Due to the current COVID-19 crisis, the public will not be allowed to physically attend the meeting. The public may participate in the meeting through Zoom. The link for this meeting is <https://zoom.us/j/98527577761>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 985 2757 7761 to participate.

People using the Zoom website will be able to see and hear the Committee, and the Committee will be able to hear the public. The Committee will not receive any visual/video from the public. This is done to avoid inappropriate visual content at the meeting.

Questions and comments can be sent via email to the District Administrator no later than one hour before the meeting. These emails will be read aloud at the meeting and responded to accordingly. Emails can be sent during the meeting, and staff will work to ensure that all are read, however the best way to have your comment heard is through the Zoom meeting or the associated phone number.

If you are a person with a disability and need an accommodation to participate in the District's programs, services, activities and meetings, contact Kahl Muscott at (530) 537-2186 or kmuscott@auburnrec.com at least 48 hours in advance to request an auxiliary aid or accommodation.

1.0 CALL TO ORDER

Holbrook _____ Ainsleigh _____

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

3.0 PUBLIC COMMENT – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Committee Chairperson, please state your name and address for the record (optional). There is a time limitation of three minutes.

4.0 BUSINESS

- 4.1 Approval of Minutes from the March 17, 2021 Program, Personnel, Policy, Fee & Legal Review Committee Meeting (Pages 3 – 4)**

Recommendation: Review and approve minutes.

4.2 UAL CalPERS Pension 115 Trust Agreement (Pages 5 – 16)

Shall the Auburn Area Recreation and Park District (ARD) sign the Agreement and Election of the Auburn Area Recreation and Park District to Prefund Employer Contributions to a Defined Benefit Pension Plan?

4.3 ARD Legal Counsel, 2021 (Pages 17 – 26)

Shall the Auburn Area Recreation and Park District (ARD) review RFP's and contract with a new law firm for legal counsel?

4.4 Facilities Maintenance Worker/Senior Facilities Maintenance Worker Job Description Creation

Shall the Auburn Area Recreation and Park District (ARD) approve the creation of a new Facilities Maintenance Worker and Senior Facilities Maintenance Worker job descriptions?

4.5 Approval of Legal Bills

Recommendation: Review and approval of legal bills.

4.6 Discussion items:

None.

5.0 ITEMS TO BE CONSIDERED AT FUTURE PROGRAM, PERSONNEL, POLICY & FEE COMMITTEE MEETINGS

None.

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

ADJOURNMENT

AUBURN AREA RECREATION AND PARK DISTRICT
This agenda is hereby certified to have been posted as follows:

4-19-21
Date

9:30 AM
Time

P. Larson
Secretary to the Board

**Auburn Area Recreation and Park District
Minutes
of the Program, Personnel, Policy, Fee & Legal Review Committee Meeting
Wednesday, March 17, 2021 at 10:00 AM
Canyon View Community Center
471 Maidu Drive
Auburn, CA 95603**

1.0 CALL TO ORDER

The meeting of the Program, Personnel, Policy, Fee & Legal Review Committee was called to order at 1:03 p.m.

ROLL CALL

Directors Holbrook and Ainsleigh were present.

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

The agenda was approved by the Committee.

3.0 PUBLIC COMMENT- This is the time wherein any person may comment on Any item not on the agenda within the subject matter jurisdiction of the Committee. After you are recognized by the Committee Chairperson, please state your name and address for the record (optional). There is a time limit of three minutes.

None.

4.0 BUSINESS

4.1 Approval of Minutes from the February 17, 2021 Program, Personnel, Policy, Fee & Legal Review Committee Meeting

The minutes from the February 17, 2021 Program, Personnel, Policy, Fee & Legal Review Committee meeting were reviewed and approved by the Committee.

4.2 Resolution Number 2021-07: Establishing a UAL CalPERS Pension Prefunding/115 Trust

Rachel Sanders from PARS gave an overview of the 115 Trust through PARS.

Matt Goss from CalPERS gave an overview of the 115 Trust through CalPERS.

Directors Holbrook and Ainsleigh reviewed the information and recommended to the ARD Board of Directors to establish a 115 Trust through CalPERS and adopt Resolution Number 2021-07: Establishing a UAL CalPERS Pension Prefunding/115 Trust.

4.3 UAL CalPERS Pension Prefunding/115 Trust

Directors Holbrook and Ainsleigh reviewed and approved updating ARD's policy on funding the CalPERS Pension Reserve to include payments to:

- 1) Prefund the CalPERS UAL directly, and
- 2) Contribute to a Section 115 Trust for ARD's Pension Liability.

This item was forwarded to the Board of Directors for consideration.

4.4 Change in ARD's Medical Family Benefit for Non-Represented Employees Hired After February 1, 2020 and Union Represented Employees

Directors Holbrook and Ainsleigh reviewed this item and forwarded it to the Board of Directors with a positive recommendation.

4.5 Cola Wage Increase

Directors Holbrook and Ainsleigh reviewed this item and forwarded it to the Board of Directors with a positive recommendation.

4.6 Approval of Legal Bills – the legal bills were reviewed and approved by Directors Holbrook and Ainsleigh.

4.7 Discussion Items:

- 1. Additional cameras at Regional Park. This item was forwarded to the April 2021 Policy meeting for discussion.

5.0 ITEMS TO BE CONSIDERED AT FUTURE PROGRAM, PERSONNEL, POLICY, FEE & LEGAL REVIEW COMMITTEE MEETINGS

5.1 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

ADJOURNED

As there was no further business, the meeting was adjourned at 11:14 a.m.

Board Secretary

Date

Item 4.2 Cover sheet – UAL CalPERS Pension 115 Trust Agreement

Auburn Area Recreation and Park District Policy Committee, April 2021

The Issue

Shall the Auburn Area Recreation and Park District (ARD) sign the Agreement and Election of the Auburn Area Recreation and Park District to Prefund Employer Contributions to a Defined Benefit Pension Plan?

Background

ARD Board Members approved to initiate a 115 Pension Trust with CalPERS on March 25, 2021.

The California Employers' Pension Prefunding Trust Program Agreement and Election contract was sent to Derek Cole, ARD's attorney. Derek has no issues with the Agreement of Election and recommended signing and sending it forward to CalPERS.

Recommendation

Staff recommends the Policy Committee review and approve and move to the Board for consent on the Agreement and Election contract for the CalPERS 115 Pension Trust.

Attachments

California Employers' Pension Prefunding Trust Program Agreement and Election Contract.

CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM

**AGREEMENT AND ELECTION
OF**

Auburn Area Recreation and Park District

(NAME OF EMPLOYER)

**to Prefund Employer Contributions to a Defined Benefit
Pension Plan**

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) **Auburn Area Recreation and Park District**

(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
 CEPPT
 P.O. Box 1494
 Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
 CEPPT
 400 Q Street
 Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

F. Disbursements

(1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.

(2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.

(4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.

(5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.

(6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

(b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

J. General Provisions

(1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

(2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:
CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to:
CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

For Employer:

Auburn Area Recreation and
471 Maidu Dr, Suite 200
Auburn, CA 95603

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

(3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

(4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph I above.

(9) Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A majority vote of Employer's Governing Body at a public meeting held on the 25th day of the month of March in the year 2021, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: H. Gordon Ainsleigh; Committee Chairman

Name of Governing Body: Board of Directors

Name of Employer: Auburn Area Recreation and Park District

Date: March 25, 2021

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
ARNITA PAIGE
DIVISION CHIEF, PENSION CONTRACT AND PREFUNDING PROGRAMS
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS
The effective date of this Agreement is: _____

Item 4.3 Cover sheet – ARD Legal Counsel, 2021

Auburn Area Recreation and Park District Policy, Program and Fee Committee Meeting January, 2021; Board of Directors meeting January, 2021; *Policy Committee April, 2021*

The Issue

Shall the Auburn Area Recreation and Park District (ARD) review RFPs and contract with a new law firm for legal counsel?

Background

District Policy, Section VI, Policy on Authorization for Legal Services, states the following:

- D. Policy to Re-Address Performance of Legal Counsel. The District will re-address performance of the contracted Legal Counsel every two years. If services and fees are not found to be in accordance with the Legal Services Agreement as signed by the District Administrator and Legal Counsel, the District may seek new counsel.

ARD's current legal counsel is Cole Huber. Cole Huber has been with ARD since August of 2016. ARD's main contact at Cole Huber, Ron Scholar, has worked with the District since 2006.

ARD staff sent out a Request For Proposal (RFP) for new legal counsel in 2016. After review, the District decided to switch from Kronick, Moskovitz, Tiedemann and Girard (KMTG) to Cole Huber.

The ARD Board of Directors readdressed the performance of KMTG in July, 2012 and June, 2014, May, 2016 and January, 2019. The ARD Board considered whether or not to go out to RFP in March of 2019, however that motion did not pass.

The ARD Board voted to go out RFP at the January, 2021 Board of Directors meeting. Staff prepared an RFP and sent it to over 40 law firms. Six firms replied. Staff has put together a matrix of the firms that replied, their relevant experience and fees.

Recommendation for the Policy Committee

Review the RFPs and select 2 – 4 agencies to appear at the April 29, 2021 Board meeting to make a brief presentation.

Staff is using CAPRI free attorney Patti Eyres much more frequently now, and recommends staying with Cota Cole as ARD's attorney of record. As of 11/30/20, ARD had only spent \$1,340 in legal expenses (2/3 of the Fiscal Year).

Alternatives Available

1. *Send this item back to the May, 2021 Policy Meeting for further review.*

Fiscal Impact

There is no projected fiscal impact to perform this review.

The following is a chart of ARD's legal costs for the past 11 Fiscal Years:

FY 06/07	FY 07/08	FY 08/09 *	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16
\$30,652	\$24,824	\$1,363	\$20,131	\$13,475	\$7,710	\$6,648	\$8,421	\$15,301	\$6,693

FY 16/17	FY 17/18	FY 18/19	FY 19/20
\$4,533	\$12,552	\$8,634	\$14,908

*Note: ARD moved its Fiscal Year Calendar in 2009/2010, resulting in a 9-month Fiscal Year.

Attachments

Matrix of responses

ARD's RFP for legal services

RFP responses (separate cover)

Firm	P&R exp.	Sp. Dist. Exp	H.R.	Contracts	CEQA	Fees - Primary*	Fees - Associate	References
Atkinson	X	X	X	X	X	\$325 - \$345	\$235 - \$285	X
BKS	X	X	X	X	X	\$290	\$215	X
BB&K	X	X	X	X	X	\$230 - \$300		X
Cole Huber	X	X	X	X	X	\$250	\$220	X
Kronick	X	X	X	X	X	\$310	\$275 - \$310	X
LCW	X	X	X	X		\$380	\$220 - \$290	X

* Primary attorney is who we would be working with most of the time

Atkinson = Atkinson, Andelson, Loya, Ruud & Romo, Sacramento

BKS = Bartkiewicz, Kronick & Shanahan, Sacramento

BBK = Best, Best and Krieger, Sacramento

Cole Huber = Cole Huber, Roseville

Kronick = Kronick, Moskovitz, Tiedemann & Girard, Sacramento

LCW = Liebert, Cassidy, Whitmore, Sacramento



**Auburn Area Recreation and Park District
471 Maidu Drive Ste. 200
Auburn, CA 95603**

(530) 885-8461 Extension 102

Request for Proposal for Legal Services

PROPOSALS DUE BY

March 26, 2021

**471 Maidu Drive, Ste. 200
Auburn, CA 95603**

For further information, please contact:

Pat Larson
Administrator's Assistant
(503) 885-8461 x102
Fax: (530) 885-0703
plarson@auburnrec.com

Auburn Area Recreation and Park District

Request for Proposal for Legal Services

I. INTRODUCTION

A. General Information

The Auburn Area Recreation and Park District (the District) is requesting proposals from qualified legal firms to represent the District as general legal counsel. The desired firm must have a comprehensive knowledge of all aspects of law, however, when reviewing proposals, the District's evaluation will be weighted based on the following ranking of experience and knowledge:

- 1) Parks and Recreation agencies issues and trends
- 2) Special District laws, regulations and codes
- 3) California Codes
- 4) Human Resources
- 5) Public agency laws, regulation and issues
- 6) Contracts and contract codes
- 7) CEQA and related environmental law

The desired firm will not represent, conduct business or have an agreement with any organization that does business with the District.

The District reserves the right to reject any or all proposals submitted.

Review Process. During the evaluation process the District reserves the right to request additional information.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

Three copies of proposals and one unbound copy of the proposal are due to the Auburn Area Recreation & Park District by no later than **March 26th, 2021 at 4pm**. Proposals should be addressed to:

Auburn Area Recreation and Park District
Attn: Legal RFP
471 Maidu Dr. Ste. 200
Auburn, CA 95603

It is anticipated the selection of a firm will be completed by April 30, 2021. The Auburn Recreation District Legal Review Committee will review all applicants and recommend certain firms for interviews by the Board of Directors. **Selected firms will be expected to attend (in person or virtually) the Board of Director's meeting on April 29th at 6pm.** The meeting will take place at the Canyon View Community Center (471 Maidu Dr., Auburn) The District will also be providing an option to attend via Zoom.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be performed

This RFP has been prepared with the philosophy that the legal firm selected will be a full-service legal firm. This is expected to include, but not be limited to providing legal opinions, representing the district in legal matters, assisting with Parks and Recreation matters, Special District issues, human resources and personnel matters, reviewing documents and contracts as requested and responding to the District in a timely manner, generally considered to be one business day.

The performance period for the contract between the District and the chosen firm is one year, with an annual review by the District. The contract may be terminated by the District or firm upon written notice to the other party.

The chosen firm will submit monthly invoices to the District for review by the District's Legal Review Committee. The chosen firm should allow 4 – 6 weeks for payment.

III. DESCRIPTION OF THE DISTRICT

A. Name and Telephone Number of Principal Contact:

The principal contact with the District will be the District Administrator. The District Administrator can be reached at (530) 885-8461 Extension 102.

B. Background Information:

Auburn Area Recreation and Park District was established in 1948. The District is approximately 100 square miles serving a population of approximately 45,000 with 11 major parks and facilities, 3 child care centers and 2 large undeveloped areas. The District employs approximately 40 – 90 staff, depending on the time of year. The District's expenses for FY 19/20 were \$5.7 million, including Capital Improvement Projects.

IV. SELECTION PROCESS AND CRITERIA

A. Selection Process

The District will evaluate the proposal including related experience of the firm. Cost will be considered, however, this will not be the sole selection criteria. The Board of Directors will make the final determination on awarding the contract.

All proposals received by the deadline will be reviewed by the District for content, completeness, experience and qualifications. The Auburn Recreation District Legal Review Committee will review all applicants and recommend certain firms for interviews by the Board of Directors. Selected firms will be expected to attend (in person or virtually) the Board of Director's meeting on April 29th at 6pm. The meeting will take place at the Canyon View Community Center (471 Maidu Dr., Auburn) The District will also be providing an option to attend via Zoom.

The District reserves the right to select the firm which, in its sole judgment, best meets the needs of the District.

B. Selection Criteria

Proposals submitted in response to this RFP will be evaluated on the following criteria. The successful firm will demonstrate through its proposal that it has carefully studied the District's expectations as stated in this RFP. The proposal and presentation of past experience must demonstrate to the District that the firm has the professional capability and competency to be a full service legal firm who will provide legal representation for the District.

Selection criteria includes:

- * Previous experience with Parks and Recreation agencies
- * Knowledge of Special District's unique status within the State
- * Complete familiarity with the California Resources Code including the Brown Act
- * Well rounded knowledge of human resource laws and requirements
- * Experience representing Public Agencies
- * Thorough knowledge of contract law, including Public Works contracts and implementation
- * CEQA knowledge and experience
- * Cost of services
- * Responsiveness to the RFP

C. District Rights and Options

The District, at its sole discretion, reserves the following rights:

1. To determine which respondents, if any, shall be included on a short list of semi-finalists based on the criteria set forth in the RFP.
2. To reject any, or all information received pursuant to this RFP.
3. To supplement, amend, substitute or otherwise modify this RFP at any time by means of written addendum.
4. To cancel this RFP with or without the substitution of another RFP or prequalification process.
5. To request additional information.
6. To verify the qualifications and experience of each respondent.
7. To require one or more respondents to supplement, clarify or provide additional information in order for the District to evaluate RFPs submitted.
8. To hire multiple firms to perform the necessary duties and range of services if it is determined to be in the best interests of the District.
9. To use any techniques or concepts included in the submitted RFP regardless of firm's selection.
10. To waive any minor defect or technicality in any RFP received.

V. PROPOSAL REQUIREMENTS

It is the desire of the District to receive accurate and easily comparable information on all interested firms. We have structured this RFP process in a way which allows for variation in proposals while asking all respondents to provide needed basic information. The process should not get in the way of your proposal and we do not expect flashy or very lengthy proposals. Proposals should be, but are not required to be, presented in an 8.5" x 11" size.

Further, we ask that the proposal be prepared and submitted by the individual attorney or teams of attorneys who will be directly involved with the District's legal needs. We respect senior partners but very much, however we want to meet with the attorneys with whom we may work on a long-term basis. We ask that the individual or individuals who will have the greatest day to day dealings with the

District be identified and serve as the firm's representative during the selection process.

The proposal should include the following information to be considered:

1. Cover Letter/Letter of Interest

Indicate name of the attorney who will serve as contact for your firm and be the District's primary contact. Please state firm name, address of office submitting proposal (also include address of main firm office if proposal is submitted by a branch office), telephone number, pertinent emails and type of firm (e.g., corporation, partnership, proprietorship).

Please provide Three (3) copies and one unbound copy of proposal. Proposals should be addressed to:

Auburn Area Recreation and Park District
Attn: Legal RFP
471 Maidu Dr. Ste. 200
Auburn, CA 95603

2. Firm Organization/Credentials/Professional Experience

Please provide a brief description of your firm including number of years in business, professional experience with parks and recreation agencies, specifically Special Districts, types of legal services provided, and the number of employees in the firm.

3. Project Team

Identify the following key members of the legal firm and state their experience and qualifications:

- * Principal/Partner in charge
- * Attorneys who will be working directly with the District
- * Associates

4. Firm Resources and relevant clients

Please describe any special strengths your firm has to offer that are not elsewhere stated in your proposal.

5. Financial/Insurance

Provide a rate sheet detailing your firm's proposed rates and fees for this contract if you receive the award and comparative fees which you charge other organizations.

Indicate amount of professional liability insurance coverage.

The District will not be responsible for expenses incurred in preparing and submitting this proposal.

6. Client References

Please list at least four recent (past five years) clients for whom your firm has provided full service legal services. Please include a contact person's name, telephone number.

7. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period and a statement that the proposal is a firm and irrevocable offer for 60 days.

8. License to Practice in California

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in California.

Item 4.4 Cover sheet – Facilities Maintenance Worker/Senior Facilities Maintenance Worker Job Description Creation

Auburn Area Recreation and Park District Policy Committee meeting April, 2021

The Issue

Shall the Auburn Area Recreation and Park District (ARD) approve the creation of a new Facilities Maintenance Worker and Senior Facilities Maintenance Worker job descriptions?

Background

ARD has a need for a Facilities Maintenance Worker position. This person would be responsible for a variety of work related to ARD facilities, including (but not limited to) minor construction, minor electrical, minor plumbing and the use of a variety of cleaning equipment (floor scrubbers, carpet cleaners, etc.).

A Senior version of this job will be expected to perform regular construction, electrical and plumbing repairs and occasionally supervise facilities staff.

Current ARD job descriptions do not adequately address these job duties and responsibilities.

Recommendation for the Policy Committee

Review and recommend approval of the new Facilities Maintenance Worker and Senior Facilities Maintenance Worker job descriptions.

Fiscal Impact

N/A

Attachments

Proposed Facilities Maintenance Worker
Proposed Senior Facilities Maintenance Worker job descriptions

FACILITIES MAINTENANCE WORKER

DEFINITION AND PURPOSE: Under the general direction of the Facilities and Grounds Facilities Coordinator, the Facilities Maintenance Worker performs a variety of skilled and semi-skilled tasks in the construction, repair, and maintenance of recreation facilities and District buildings.

ESSENTIAL JOB FUNCTIONS:

Responsibilities and duties include, but are not limited to the following:

- Performs minor construction and repairs of District buildings and structures
- Performs minor electrical repairs
- Performs minor plumbing repairs
- Performs duties in maintaining gymnasium facilities and equipment
- Cleans, repairs, and maintains pathways and landscaped areas around District buildings
- Operates a variety of custodial equipment

- Pick up and dispose of rubbish and trash in and around District facilities and buildings
- Maintains tools, equipment and supplies in proper condition
- Maintains a positive relationship with the public in accordance with the policies and procedures of the District
- Responds quickly to all safety related issues

NON-ESSENTIAL JOB FUNCTIONS:

- Performs duties in cleaning and maintaining District buildings and offices
- Performs duties in cleaning and maintaining public restrooms and recreation facilities
- Activity set-up and takedown, including tables, chairs, and recreation equipment
- Taking reports of accidents and incidents, as well as communicating these situations to staff
- Other duties as assigned

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of common methods, equipment and tools used in park and building maintenance; basic understanding of electrical systems and components; basic understanding of plumbing systems and components; must be able to work independently; communicate effectively both orally and in writing; analyze and resolve unusual situations through application of District policy; meet the public in situations requiring diplomacy and tact; establish and maintain cooperative working relationships with District employees, contractors, user groups, and the general public; must have the ability to perform safe work practices, follow directions and procedures, both written and oral; must have ability to work in a team environment.

EDUCATION REQUIREMENTS AND QUALIFYING EXPERIENCES

High School diploma or equivalent.

Minimum one-year experience with park or building maintenance desired.

LICENSES AND CERTIFICATES

First Aid and CPR certifications are strongly recommended.

Must possess and maintain a valid California C driver's license and a satisfactory driving record based upon specific program needs.

Position requires fingerprint and background check per Section 5164 of the Public Resource Code. Conviction of certain criminal offenses may prohibit employment.

WORK ENVIRONMENT

Position requires sitting, standing, walking, running, reaching, twisting, turning, kneeling, bending, stooping, squatting and making repetitive hand movements in the performance of daily duties, occasionally on uneven terrain. The position also requires both near and far vision when reading documents, and operating a computer. The need to climb stairs and lift; the ability to perform physical labor, lifting and carrying heavy objects up to 100 lbs. The position requires working in both an indoor, temperature-controlled building environment and in outdoor environments in all weather conditions including wet, hot and cold and be exposed to heavy dust and pollen and cleaning chemicals. The noise level of the indoor setting may be loud. The noise level of the outdoor setting can be loud, especially when working around construction, maintenance and turf care equipment, and equipment used at special events such as generators and amplified instruments.

Position requires both day and evening hours, including weekend shifts and holiday shifts. Split shifts may be required.

COMPENSATION:

Full-time Union position.

Wage rate range

\$17.27 - \$23.14

Part-time Union Position / Seasonal / Temp position

Wage rate range

\$15.50 - \$20.78

Auburn Area Recreation and Park District is an Equal Opportunity Employer.

SENIOR FACILITIES MAINTENANCE WORKER

DEFINITION AND PURPOSE: Under the general direction of the Facilities Coordinator, the Senior Facilities Maintenance Worker performs a variety of skilled and semi-skilled tasks in the construction, repair, and maintenance of recreation facilities and District buildings. The Senior Facilities Maintenance Worker is responsible for the occasional supervision of Facilities Maintenance Workers and Facility Attendants/ Custodians.

ESSENTIAL JOB FUNCTIONS:

Responsibilities and duties include, but are not limited to the following:

- Performs construction, maintenance and repair of District buildings and structures including concrete, wood, fiberglass, sheet rock, etc.
- Performs electrical repairs and maintenance to electrical panels, receptacles, lighting fixtures, illuminated signs, low voltage wiring, etc.
- Performs plumbing maintenance and repairs on toilet fixtures, sinks, drains, cleanouts, water fountains etc.
- Performs duties in maintaining gymnasium facilities and sports equipment.
- Cleans, repairs, and maintains pathways and landscaped areas around District buildings
- Operates and maintains a variety of custodial equipment including auto scrubbers, burnishers, carpet extractors, pressure washers and wet/dry vacuums.
- Pick up and dispose of rubbish and trash in and around District facilities and buildings.
- Maintains a variety power tools, hand tools, equipment and supplies in proper condition.
- Maintains an inventory of construction, maintenance and repair supplies.
- Purchase supplies and materials needed for proper maintenance following the District's purchasing policy.
- Occasional supervision of full and part-time staff including training, reviewing work, maintaining standards and coordinating activities.
- Tracking and recording credit card purchases.
- Maintains a positive relationship with the public in accordance with the policies and procedures of the District.
- Responds quickly to all safety related issues.

NON-ESSENTIAL JOB FUNCTIONS:

- Performs duties in cleaning and maintaining District buildings and offices.
- Performs duties in cleaning and maintaining public restrooms and recreation facilities.
- Activity set-up and takedown, including tables, chairs, and recreation equipment.
- Taking reports of accidents and incidents, as well as communicating these situations to staff.
- Other duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of common methods, equipment and tools used in commercial building maintenance; experiential knowledge of electrical systems and components; experiential knowledge of plumbing systems and components; must be able to work independently; communicate effectively both orally and in writing; maintain records and prepare work orders; analyze and resolve unusual situations through application of District policy; meet the public in situations requiring diplomacy and tact; establish and maintain cooperative working relationships with District employees, contractors, user groups, and the general public; must have the ability to perform safe work practices, follow directions and procedures, both written and oral; must have ability to work in a

Senior Facilities Maintenance Worker - Job Description
REVISED April, 2021

team environment.

EDUCATION REQUIREMENTS AND QUALIFYING EXPERIENCES

High School diploma or equivalent.

Minimum two-year experience with park or building maintenance desired.

LICENSES AND CERTIFICATES

First Aid and CPR certifications are strongly recommended.

Must possess and maintain a valid California C driver's license and a satisfactory driving record based upon specific program needs.

Position requires fingerprint and background check per Section 5164 of the Public Resource Code. Conviction of certain criminal offenses may prohibit employment.

WORK ENVIRONMENT

Position requires sitting, standing, walking, running, reaching, twisting, turning, kneeling, bending, stooping, squatting and making repetitive hand movements in the performance of daily duties, occasionally on uneven terrain. The position also requires both near and far vision when reading documents, and operating a computer. The need to climb stairs and lift; the ability to perform physical labor, lifting and carrying heavy objects up to 100 lbs. The position requires working in both an indoor, temperature-controlled building environment and in outdoor environments in all weather conditions including wet, hot and cold and be exposed to heavy dust and pollen and cleaning chemicals. The noise level of the indoor setting may be loud. The noise level of the outdoor setting can be loud, especially when working around construction, maintenance and turf care equipment, and equipment used at special events such as generators and amplified instruments.

Position requires both day and evening hours, including weekend shifts and holiday shifts. Split shifts may be required.

COMPENSATION: Full-time Union position.

Wage rate range

\$19.42 - \$27.37

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