

II. FIRM ORGANIZATION/CREDENTIALS/PROFESSIONAL EXPERIENCE

A. Firm Description

BB&K is a limited liability partnership that has been in business for 130 years. We are a full-service law firm composed of approximately 225 attorneys, 35 paralegals, and 150 secretarial and administrative staff. BB&K consists of equity and non-equity partners, of counsels, associates, and governmental affairs directors as well as administrative directors, paralegals, and administrative staff.

In order to serve our clients' local and national interests, BB&K maintains nine offices throughout California — Walnut Creek, Sacramento, Riverside, San Diego, Irvine, Los Angeles, Manhattan Beach, Ontario, and Indian Wells — and one office in Washington, D.C. We deliver effective, timely, and service-oriented solutions to complex legal issues facing public agencies, businesses, and individuals across the U.S. and the world.

BB&K's range of services includes the following:

- ARC: Advanced Records Center
- Business planning & transactions
- Education law
- Eminent domain
- Energy and public utilities
- Environmental law & natural resources
- Government relations
- Labor & employment
- Litigation
- Public works & infrastructure
- Public-private partnerships
- Telecommunications
- Water
- Bankruptcy
- Economic development, real estate, & affordable housing
- Employee benefits & executive compensation
- Fees, taxes, & assessments
- Health care
- Land use & planning
- Municipal law
- Public finance
- Special districts
- Transportation

Our municipal and public agency talent is unmatched. We are the largest firm in California whose practice is primarily focused on the representation of public entities. We work in the public interest and on many of the most challenging issues our society faces today. Our experience with public agencies, especially agencies in Northern California, combined with our nationally recognized practice in municipal and environmental law will allow us to efficiently, intelligently, and meaningfully assist the District with complex, multi-disciplinary issues. We will provide creative solutions and successfully guide the District through legal complexities and governmental mandates.

B. Summary of Experience

Parks and Recreation Experience

BB&K understands national and state trends for parks and recreation districts. BB&K attorneys provide general and special counsel services to public agency parks and recreation departments in all areas of concern. We counsel public agencies on first amendment rights in parks, including the right to free speech and the right to assemble, and help public agencies to create regulations for

special events or activities in public parks without violating constitutional rights. Additionally, our attorneys regularly work with agencies and law enforcement on regulations to reduce criminal and troublesome activities — including graffiti, vandalism, underage drinking, congregating after hours, vicious animals, and loud music — in parks .

BB&K is familiar with the unique relationship between parks and recreation districts and local city or county law enforcement; we will work with local agencies to ensure that the District retains its sovereign immunity over its parks while allowing law enforcement to provide crime prevention services.

Special District Law

The BB&K Special Districts practice group focuses solely on helping public clients successfully maneuver through legal complexities and governmental mandates. From issues related to processing tort liability claims by third parties, utility theft, customer bankruptcy, local agency formation commission (LAFCO) proceedings, and labor and employment matters, we have the specific experience necessary to assist the District. Because BB&K has a history of extensive involvement in all aspects of special district and municipal law, we have pioneered methods to deliver advisory and litigation services in a comprehensive and cost-effective manner. Our approach ensures the highest quality and most timely representation available in California. As a result, we never have to “reinvent the wheel” when it comes to providing advice and sample documents.

Our attorneys are very familiar with the Recreation and Park District Law (Public Resources Code Section 5780 et seq.). We are able to assist the District with complying with these requirements including election requirements, budget adoption procedures, regulation of District facilities and properties, and acquisition or disposal of public land.

Public Agency Law and California Codes

Brown Act. BB&K provides advice regarding the interpretation and application of the Ralph M. Brown Act (Open Meeting Law) to its public agency clients. Advice often pertains to:

- Requirements for agenda preparation, posting, and distribution
- Closed session topics and reporting
- Notices and agendas for special and emergency meetings
- Adding agenda items after an agenda is posted
- Conducting meetings by teleconference
- Application of the Brown Act to committees of official bodies
- Avoiding violations and penalties

We also defend challenges to our clients' compliance with the Brown Act.

Public Records Act. BB&K attorneys regularly advise clients on all aspects of California's Public Records Act (CPRA). We routinely brief our clients on pertinent pending legislation and cases. With the emergence of new technology, we regularly advise clients regarding the use of email, records retention, and the public's right to access electronic information. We often speak at seminars and workshops about updates to the CPRA and email and technology issues.

BB&K's Advanced Records Center (ARC) combines legal acumen and experience with cutting-edge technology to provide comprehensive and cost-effective support for non-routine, records-related matters. Upon request, the ARC team assists public agencies with non-routine CPRA processing and policy drafting as well as e-discovery advice.

Conflicts of Interest. BB&K provides advice to elected and non-elected public officials regarding conflicts of interest laws including:

- Political Reform Act (Government Code § 81000 et seq.)
- Self-interested contracts (Government Code § 1090)
- Campaign contribution conflicts (Government Code § 84308)
- Incompatible public offices (Government Code § 1099)

Proposition 218. BB&K has extensive experience forming assessment and improvement districts, including addressing the post-Proposition 218 challenges to finding special benefits from a proposed assessment. BB&K has experience forming districts under the Improvement Act of 1911, the Municipal Improvement Act of 1913, the Improvement Bond Act of 1915, and other applicable improvement acts. We believe that successful district formation requires a collaborative approach that ensures the responsible attorneys work with District staff and the consulting engineer to identify and address any issues. As the courts have recently raised the legal standard for assessable special benefits, early review and comment help to avoid future challenges and accompanying litigation expenses.

BB&K advises local governments on revenue matters associated with the adoption, levy, and defense of taxes, assessments, and fees and charges. We take an active role in helping clients with the requirements of Propositions 13, 26, 62, and 218. We were a major donor to the campaign to pass Proposition 1A and are involved in assisting our clients in understanding and implementing the opportunities Proposition 1A presents. Our experience enables us to successfully facilitate the current shift of decision-making power regarding revenue matters from elected officials to property owners and registered voters.

Human Resources

BB&K provides a full range of legal counsel and litigation services for all types of workplace issues and needs. Our attorneys work closely and personally with employer clients to develop effective compliance and dispute resolution strategies. If complex labor, disability, discrimination, or workers' compensation issues arise, the District can call upon the services of BB&K's Labor and Employment Law practice group. When necessary, our attorneys also provide a vigorous defense in discrimination, harassment, wrongful termination, wage and hour, and other labor and employment litigation. Because labor and employment problems often involve high stakes and intense time pressure, we are committed to giving employers highly responsive service.

We counsel clients on all aspects of employment laws and human resources management issues, including wage and hour standards, layoffs, employee termination, discipline matters, and personnel policies. We provide advice on compliance with state and federal laws such as Title VII, the Fair Employment and Housing Act, the Fair Labor Standards Act, the Americans with Disabilities Act, family leave laws, and the Worker Adjustment and Retraining Notification (WARN) Act. When workplace concerns arise out of the collective bargaining process, we handle contract negotiations, impasse procedures, grievance and arbitration proceedings, union representation proceedings, and

unfair labor practice charges before local, state, and federal agencies.

Our attorneys regularly represent employers before the National Labor Relations Board, Public Employment Relations Board, California Department of Fair Employment and Housing, U.S. Equal Employment Opportunity Commission, U.S. Department of Labor, California Labor Commissioner, and Division of Occupational Safety and Health as well as before public agency personnel boards and civil service commissions. While our goal is to help employers avoid litigation, we have extensive experience in every aspect of employment litigation, from single or multiple employee discrimination cases and sexual harassment allegations to class action wage and hour claims in all state and federal courts throughout California. We are committed to providing an aggressive defense for our clients while remaining cognizant of economic realities.

For public sector employers considering employee discipline, our firm provides advice and representation in every step of the process. We advise on initial investigation and evaluation of evidence supporting discipline, review the consistency and appropriateness of discipline, prepare all required notices, conduct due process hearings, and defend employers in administrative as well as judicial appeals. Our attorneys have appeared on behalf of governmental clients in proceedings before the Public Employment Relations Board, in arbitration hearings, in matters before commissions on professional competence (involving the discharge of permanent certificated employees), and in classified personnel commission hearings.

Finally, BB&K assists its clients in developing, implementing, and administering employee handbooks and employment policies designed to avoid liability in the workplace. These policies run the gamut of labor and employment law and address such subjects as family and medical leave; drug and alcohol testing; e-mail and internet usage; disability laws and interactive processes; workplace violence; and discipline, discrimination, harassment, privacy, and other employee rights and obligations. Our emphasis is on helping clients prevent workplace liability.

Contracts and Contract Codes

Our construction and contract attorneys routinely provide advice on all aspects of public agency contracting, including selecting project delivery methods and drafting the full suite of associated contract documents to minimize risk and maximize legal protections available to our clients. On a daily basis, we address bid questions and protests; handle performance disputes; assist with evaluation of change order requests; administer subcontractor substitution processes; and resolve claims. Our attorneys are fully conversant in all aspects of the California Public Contract Code and all potential federal requirements including the Davis-Bacon Act and American Iron and Steel requirements.

Our attorneys prepare sophisticated model public works bid packages and contract documents as well as purchasing and other related contracts tailored to individual clients' objectives. Further, we frequently help our clients avoid construction and other contract disputes. Our attorneys have extensive experience with bid protests and other contract award issues, patent and latent construction defects, contractor and subcontractor performance issues, contract claims, contractor default issues, prompt payment disputes, liquidated damages issues, performance and payment bond issues, contract scheduling, and dispute resolution. We also provide advice regarding compliance with competitive bidding, prevailing wage laws, and state and federal procurement laws. Additionally, we assist special districts with complex negotiations and litigation matters relating to public works projects.

CEQA and Environmental Law

BB&K represents municipal clients in environmental issues arising under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and California and federal Endangered Species Acts (ESAs). We assist public agency clients with pre-project planning and strategy before CEQA is triggered to minimize costs and maximize environmental protection. We also have extensive CEQA, NEPA, and ESA litigation experience. We prepare local CEQA guidelines on behalf of over 70 public agency clients, including water districts, cities, school districts, and other special districts. Our attorneys assist public agency clients in all aspects of CEQA and NEPA compliance, including the preparation and review of notices of exemption, initial studies, findings and statements of overriding considerations, mitigation monitoring and reporting plans, addenda, negative declarations, environmental impact reports (EIRs), and environmental impact statements. We are also experts at writing and editing EIRs to fully comply with CEQA requirements. If a legal challenge should arise, our attorneys are skilled in the procedural and substantive intricacies of litigating a CEQA or NEPA case, including short statutes of limitations, administrative record requirements, and unique briefing and oral arguments.

In addition, BB&K routinely advises both public agency and private industry clients on obtaining water quality permits and maintaining compliance with applicable requirements under the federal Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), the California Porter-Cologne Water Quality Control Act, and the Safe Drinking Water Act.

III. PROJECT TEAM

BB&K proposes Joanna Gin to serve as general counsel to the District. Joanna will be the primary contact person for all legal matters and attend regular board meetings. Her work will be supervised by Josh Nelson, the partner in charge, who will serve as assistant general counsel to the District. Additionally, we propose Laura Fowler to provide counsel on human resources matters. The District will also have access to BB&K's full roster of attorneys, which boasts a broad base of knowledge and resources.

Joanna and Josh will always be available by phone, cell phone, or email. Given the depth of the firm's resources, in both personnel and experience, the firm is capable of responding to complex requests in an expedited manner. Routine matters can often be responded to immediately, as it is likely that one of our attorneys has already handled a matter of the same or similar nature.

We believe that communication technology, flexibility, and responsiveness are critical to providing high-quality client service and developing long-term client relationships. Consequently, BB&K has invested in state-of-the-art teleconference technology as well as video and electronic conference services. We will work closely with the board of directors, management, and staff to employ a suitable level of communication technology for as long as we provide legal services.

Joanna will manage and maintain primary responsibility for all BB&K work with the District. She is prepared to represent and advise the board, District administrator, and District staff in all matters pertaining to their roles. She will provide guidance on the legality of all matters under consideration by the board and District staff.

A. Joanna Gin, Associate – General Counsel



Phone (916) 551-2857

Email joanna.gin@bbklaw.com

Location Sacramento

Education University of California, Davis, School of Law, J.D.; University of California, Berkeley, B.A.

CA Bar Number 323715 (2018)

Joanna Gin is an attorney in BB&K's Municipal Law practice group. She serves as assistant city attorney for the City of Winters. In addition to general, public agency work, Joanna focuses on compliance with Propositions 218 and 26; solid waste, including the implementation of SB 1383 regulations; and elections.

Joanna has worked on general governance and contracting issues for special districts and provided Brown Act training to local officials and employees. She has provided webinars on Propositions 218 and 26, reviewed rate studies, and advised on fee adoptions.

In addition, Joanna has guided various cities in updating their water efficient landscape ordinances and fulfilling their annual reporting requirements. She has helped cities place sales tax measures on ballots and worked with them to implement the collection of voter-approved taxes.

Before joining BB&K, Joanna clerked for the Sacramento City Attorney's Office and assisted the civil litigation and advisory units on municipal affairs. Prior to attending law school, Joanna worked in legislative affairs in Sacramento for nearly a decade. She was appointed by Governor Jerry Brown to the position of assistant deputy director in the office of legislative affairs at the department of general services. While there, she helped oversee the office in the preparation of legislative analyses and policy recommendations relating to state contracts and property.

Before her role as assistant deputy director, Joanna worked as a policy consultant with the California State Assembly Business and Professions Committee at the state capitol. She provided guidance to legislators and their staff on legislation related to licensed professionals, building standards, and state contracts and property.

B. Joshua Nelson, Partner – Assistant General Counsel



Phone (916) 551-2859

Email joshua.nelson@bbklaw.com

Location Sacramento

Education University of California, Davis School of Law, J.D.; Cornell University, B.S.

CA Bar Number 260803 (2008)

Josh Nelson is a member of BB&K's Municipal Law practice group and provides city attorney and general counsel services to a number of clients. Josh serves as city attorney for the City of Jackson and as general counsel for a number of special districts, including the American Valley Community Services District, North Tahoe Public Utility District, and Soquel Creek Water District.

In addition to general governance issues, Josh has extensive experience representing public agencies before LAFCOs, including assisting agencies with consolidation. His practice emphasizes solid waste, Proposition 218 and 26 compliance, and general utility issues. He also regularly represents public and private clients before the California Public Utilities Commission on energy and telecommunications matters.

Josh serves as the managing partner for BB&K's Sacramento office.

C. Laura Fowler, Partner - Human Resources Matters



Phone (916) 551-2085

Email laura.fowler@bbklaw.com

Location Sacramento

Education University of the Pacific, McGeorge School of Law, J.D., *with great distinction*; California State University, Sacramento, B.A.

CA Bar Number 186097 (1996)

Laura Fowler is an attorney in the Labor & Employment Law practice group of BB&K. Laura's practice includes providing employers with day-to-day advice regarding wage and hour issues, leaves of absence, disability accommodations, and decisions regarding discipline and termination. Laura also drafts employee handbooks and personnel policies and assists in responding to and investigating complaints of workplace harassment.

On the litigation side, Laura represents employers responding to administrative complaints filed with state and federal agencies, including the California Department of Fair Employment and Housing and the Equal Employment Opportunity Commission. She also represents employers in state and federal court in employment-related matters involving claims of discrimination, harassment, failure to accommodate, and unpaid wages.

Prior to joining the firm, Laura was an attorney with McDonough Holland & Allen in Sacramento. She graduated from law school as valedictorian and was selected by law school faculty as the outstanding graduating senior for her graduating class. After law school, she served as law clerk for the Honorable Milton L. Schwartz of the U.S. District Court for the Eastern District of California. She is admitted to the California State Bar, all the districts of the U.S. District Court in California, and the U.S. Ninth Circuit Court of Appeals.

IV. FIRM RESOURCES & RELEVANT CLIENTS

BB&K is best suited to serve as the District's legal counsel for the proposed work; because we will provide practical, personalized advice through a single attorney while drawing on extensive, firm-wide knowledge for specialized needs. We have the experience of a large national firm, offer lower specialized legal rates, and provide a unique understanding of public agency law.

Our municipal and public agency talent is unmatched. We are the largest law firm in California whose practice is primarily focused on the representation of cities and other public entities. We work in the public interest and on many of the most challenging issues society faces today. Our experience with public agencies, especially agencies in the Sacramento metropolitan area, combined with our nationally recognized practice in municipal and special district law will allow us to efficiently, intelligently, and meaningfully assist the District with its legal needs.

Fundamentally, BB&K's experience and makeup provide efficiency that will be beneficial to the District. Our team can draw on attorneys in other sectors when necessary to provide a full spectrum of legal advice.

BB&K has one of California's most extensive practices providing legal services to special districts, including parks and recreation districts and community services districts that provide parks and recreation services. We currently serve nearly 350 special districts as either general or special counsel. Below is a representative list of the clients we currently represent as general or special counsel that provide parks and recreation services.

- Arden Park Recreation and Park District
- Beaumont-Cherry Valley Recreation & Park District
- Cosumnes Community Services District
- Hesperia Recreation and Park District
- Rio Linda Elverta Recreation and Park District
- Southgate Recreation and Park District
- Valley Wide Recreation & Park District

V. FINANCIAL/INSURANCE

BB&K recognizes the need to keep legal costs under control. We have a longstanding commitment to the affordable delivery of legal services to municipalities and public agencies. Given the depth and breadth of our experience, we often get the job done in much less time, resulting in lower overall costs.

A. Hourly Rates

General Counsel Services

For general counsel services, BB&K proposes a rate of \$230 for Attorneys and \$150 per hour for Paralegals, Law Clerks, and Litigation Analysts. General counsel services shall include the following:

- Attendance at meetings
- Agenda and document review
- Brown Act matters
- Public Records Act assistance
- Conflict of interest issues

Special Counsel Services

For special counsel services, BB&K proposes a rate of \$300 for Attorneys and \$160 for Paralegals, Law Clerks, and Litigation Analysts.

Special counsel services shall include the following:

- Employee relations and labor negotiation matters
- Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- Acquisition, disposal, and resolution of real estate, easements, right-of-ways, leases, licenses, and other property transactions
- Complex land use, development, and environmental law (CEQA) matters
- Water law matters (e.g., water rights and quality)
- Tort liability and risk management matters
- Fees, taxes, and assessments matters
- Complex public utility matters
- Litigation and formal administrative or other adjudicatory hearing matters
- Other matters mutually agreed upon between BB&K and the District

B. Reimbursements

BB&K does not charge for routine word processing, legal assistants, clerical costs, administrative support staff, secretarial costs, and office costs including telephone and fax charges. Reimbursement of costs advanced by BB&K on behalf of the District as well as other expenses will be billed at actual cost. These include, but are not limited to, travel costs (mileage) at the IRS authorized rate; expenses for being away from our offices on District business; postage; legal research; and any cost of printing or reproducing documents, photographs, or other items necessary for legal representation.

C. Insurance

BB&K carries professional liability (errors and omissions) coverage with Lloyd's of London and certain London companies with a total limit of liability in excess of \$1,000,000 per claim and \$2,000,000 in the annual aggregate including claims expenses. The firm also carries general liability, business automobile liability, and employer's liability insurance with standard coverage consistent with a business of our type and nature as well as workers' compensation coverage as required by law.

VI. CLIENT REFERENCES

Please do not hesitate to contact any of the following references for a more in-depth discussion of our ability to provide legal services for the District.

BB&K References

Kathleen Salguero Trepa, City Manager
City of Winters
318 1st Street
Winters, CA, 95694
Phone: (530) 794-6710
Email: kathleen.trepa@cityofwinters.org

Katie Nunn, Business Manager
American Valley Community Services District
900 Spanish Creek Road
Quincy, CA, 95971
Phone: (530) 283-0836
Email: katie@americanvalleycsd.com

Yvonne Kimball, City Manager
City of Jackson
33 Broadway
Jackson, CA 95642
Phone: (209) 223-1646
Email: ykimball@ci.jackson.ca.us

Brad Johnson, General Manager/CEO
North Tahoe Public Utility District
P.O. Box 139
Tahoe Vista, CA 96148
Phone: (530) 553-5410
Email: bjohnson@ntpud.org

VII. TRANSMITTAL LETTER

March 24, 2021

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

Dear Board of Directors:

Thank you for considering our proposal. BB&K would be pleased to work with the District to provide general legal counsel services. We are confident that we have significant experience in all areas of value to the District.

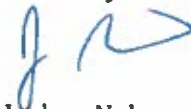
We understand that we will be expected to provide legal opinions; represent the District in legal matters; and assist with parks and recreation matters, special district issues, public agency law, human resources, environmental law, and contracts as requested.

Open lines of communication between the District and the District's staff are essential. BB&K's top priority is to keep the District regularly apprised of all new legislative developments. We will consistently update the District on all matters through frequent communication, prioritizing matters as the District sees fit. It is very important that we are always available to District officials. This means that we are available in person, by phone, or by email at all times of the day. Our clients judge us on the quality, speed, and delivery of our service. We return phone calls as quickly as possible, frequently check our email, and promptly answer routine inquiries.

I, Josh Nelson, am a BB&K partner and am authorized to bind the firm to all provisions of the request for proposals, to any subsequent changes, and to the contract if we are awarded one. Our proposal is valid for 60 calendar days from the submission date of March 26, 2021.

We look forward to the opportunity to discuss our proposal with you in more detail; and, if selected, we would be honored to work with you. If you require any additional information, please feel free to contact me.

Sincerely,



Joshua Nelson
of BEST BEST & KRIEGER LLP

VIII. LICENSE TO PRACTICE IN CALIFORNIA

BB&K affirms that the firm and all of its attorneys who would be assigned to handle legal work on behalf of the District are currently and properly licensed to practice law in the State of California.

Ronald J. Scholar
rscholar@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

March 25, 2021

VIA HAND DELIVERY

Kahl Muscott
District Administrator
Auburn Area Recreation and Park District
471 Maidu Drive, Suite 200
Auburn, CA 95603

Re: Response to Request for Proposal

Dear Mr. Muscott:

Pursuant to Item 7 of the Request for Proposal for Legal Services, this letter serves as Cole Huber LLP's Transmittal Letter. Enclosed with this letter are three bound and one unbound copy of Cole Huber LLP's Response to the Auburn Area Recreation and Park District's Request for Proposal for Legal Services. Our proposal is a firm offer to provide legal services and is irrevocable for 60 days from the date of this letter.

Given our longstanding relationship with the District, rest assured that we have a clear understanding of the District's legal needs and look forward to the prospect of continuing our partnership into the future.

As always, if you have any questions or require any further clarification, please do not hesitate to contact me.

Sincerely,



Ronald J. Scholar
COLE HUBER LLP

RJS/kgm

INTRODUCTION

Cole Huber LLP is a municipal law firm founded on a commitment to excellence. From our Northern California (Roseville) and Southern California (Ontario) offices, our firm provides full-service advice and representation to local agencies throughout the state. The firm's tagline, "Advancing Your Agenda," is more than a tagline; it's what we do.

Cole Huber LLP currently serves as City Attorney to multiple cities, general counsel to several special districts, and special counsel to a number of counties. Our 13 attorneys advise our public agency clients on the full range of issues affecting California local government.

Our firm has equally excelled as a provider of public agency litigation services. We have a proven record of obtaining successful results for local agency clients in court (bench and jury trials), before administrative agencies, during arbitration or mediation, and through pre-litigation settlement discussions.

Whether in advice of counsel or litigation matters, the touchstones of the firm's services are responsiveness, communication, and accuracy. We make great efforts to ensure our attorneys are always available to clients, we regularly communicate with clients regarding the status of pending matters, and, most important, we correctly interpret the law. Our firm is mindful of the budgetary challenges public agencies face today. To provide cost-effective legal services, we provide competitive hourly rates to our clients to ensure they get the best value for their scarce public funds.

Under the leadership of Cole Huber LLP Partner Ronald J. Scholar, we currently enjoy the privilege of representing the Auburn Area Recreation and Park District and would like to continue our successful and longstanding partnership. Therefore, Mr. Scholar would remain as general counsel with the representation needs of the District further supported by a team of highly experienced attorneys whose practices emphasize general public agency representation, labor and employment, land use and CEQA and public agency litigation.

We note that the District's Proposal Requirements states that while it respects senior partners, the District wants to meet the lawyers who will actually be working for it. With Cole Huber, you get both. Not only is Mr. Scholar a senior, experienced partner in the firm, he takes pride in maintaining a close working relationship with his clients, just like he does with District Administrator Kahl Muscott.



SPOTLIGHT

- General Counsel to a number of special districts and other public agencies
- City Attorney to seven cities
- Public Agency practice focused on responsiveness, communication, and accuracy
- Accomplished litigation counsel to several local agencies
- Cost-conscious approach to providing services

FIRM QUALIFICATIONS

Cole Huber LLP attorneys have the experience to cover nearly all subjects of public agency advice and litigation. The following are some of the key subjects for which we provide municipal advisory and litigation services.

Advisory Services

General Public Agency Law

Our attorneys routinely advise clients regarding the Ralph M. Brown Act, California Public Records Act, and public agency ethics requirements. Our public agency attorneys are prepared to attend public agency meetings on an as needed basis and advise on the full range of questions and procedural matters that arise in those settings. We have worked with cities, counties, and special districts, and thus are familiar with all types of California local government. Our attorneys also provide trainings regarding public agency ethics (AB 1234 training), Brown Act compliance and prevention of sexual harassment and abusive conduct in the workplace (AB 1825). Further, firm attorneys regularly author legal updates about these subjects in our California Municipal Law Blog and publications such as the *Daily Journal* (the newspaper of record for the California legal industry).

Labor and Employment

Our firm has advised our public agency clients on all aspects of employee relations, up to and including employee separation and discipline, “Skelly” hearings, and employee administrative hearings. Our attorneys also have extensive contract negotiating experience with employee unions (general and public safety). Additionally, we are able to provide full legal counsel at all stages of contract negotiations, from inception through the final stages of contract (MOU) drafting and acceptance. We have successfully resolved issues with all types of bargaining groups, both informally and through formal processes, such as fact-finding.

Land Use and CEQA

Cole Huber LLP attorneys regularly advise on matters involving general and specific plans, zoning, and land use. Firm attorneys have drafted as well as interpreted a number of zoning ordinance amendments and have often advised hearing bodies concerning the approval of conditional use permits, variances, and other zoning entitlements. Our attorneys have also



Key Areas of Legal Services:

- Advisory Services
 - General Public Agency Law
 - Labor and Employment
 - Land Use
 - CEQA
 - Taxation/Proposition 218
 - Elections
 - Condemnation/Real Estate
- Litigation Defense
 - Tort Claims
 - Labor and Employment
 - Writs

reviewed and drafted development agreements and related entitlement documents. Firm attorneys are well-versed in the Subdivision Map Act and the processes for reviewing tentative maps, preparing subdivision improvement agreements, and approving final maps.

Cole Huber LLP attorneys regularly advise public agency clients on all matters involving CEQA compliance and work with planning staff, consultants and applicants throughout the environmental review process. This includes determination of the applicable CEQA review necessary, review of environmental documents for CEQA compliance, circulation, and other processes for third-party review of CEQA documents.

Taxation/Proposition 218

Cole Huber LLP has ample experience in handling local taxation matters. Firm attorneys have advised regarding the legal requirements and process for submitting general taxes, special taxes, and transaction and use (“sales”) tax measures to the local electorate.

Our attorneys have also advised on several matters concerning Propositions 218 (and Proposition 26) compliance. Firm attorneys have drafted protest notices, handled the hearings and counting of protests/ballots the initiative requires, and have advised on several issues created by the drafting and text of the initiative.

Elections

Our team of attorneys has advised public agency clients on many questions regarding election filing requirements and retention of election records. Our attorneys have also advised on the process for submitting and qualifying ballot initiatives and referenda, including providing advice regarding substantive Elections Code limitations.

Condemnation/Real Estate

The firm has advised in all facets of the eminent domain process—from the initial notice of appraisal to the adoption of resolutions of necessity—and has handled eminent domain litigation when formal condemnations have been necessary.

Cole Huber LLP attorneys have further drafted and reviewed real estate and commercial documents. These documents have included real property donation and purchase and sale agreements, lease agreements, easements, deeds of trust, reciprocal parking easements, and secured notes.

Litigation Services

Our municipal litigation attorneys handle a wide array of litigation matters for our public clients. Our experience includes the following:

Tort Claims

Our litigation attorneys have handled all types of public-entity cases, whether arising under state law or as federal “Section 1983” claims. We are well versed in the applicable immunities provided under the Government Code and federal law, as well as the claims presentation requirements of the Government Claims Act.

Labor and Employment

Our attorneys have distinguished themselves in employment litigation. We have handled all types of municipal employment litigation, defense of Department of Fair Employment and Housing claims, Civil Service Commission claims, proceedings before the Public Employee Relations Board, defense of actions arising from claims before the Equal Employment Opportunity Commission, and the State Personnel Board, and actions under the Family Medical Leave Act.

Writs

Cole Huber LLP attorneys have handled writs of mandamus (traditional and administrative) and declaratory relief cases concerning governmental obligations. The subjects of such proceedings have been diverse, including such matters as property taxation, Proposition 218, the Subdivision Map Act, CEQA, the State Planning and Zoning Law, code enforcement, and interpretation of agency agreements.

PROPOSED ATTORNEY TEAM

Cole Huber LLP proposes the team of attorneys below to provide general counsel and support services. For each attorney, we identify the attorney's proposed position as well as his or her areas of expertise.

General Counsel

Ronald J. Scholar, Bar No. 187948, admitted 1997.

Areas of expertise: General public agency advice and counsel, employment, civil rights, municipal torts, public contracting, and general business litigation.

Years in practice: 28 (25 devoted to local government clients).

A partner in the firm's Roseville Office, Mr. Scholar brings 25 years of experience in the representation of public entity clients, including the Auburn Area Recreation and Park District which he has represented for the last 15 years. Mr. Scholar's expertise is in providing advice and counsel to, and litigating on behalf of, public agencies in matters involving employment law and general public agency matters.

Mr. Scholar dedicates focus and attention to detail in advising public agency clients as he assists them in navigating complex laws and regulations and conducting investigations, all with an eye toward avoiding costly disputes. He is adept in matters involving access to public records, open meeting requirements, employee investigations, law enforcement, employee discipline and arbitration, discrimination and harassment in the workplace, employee privacy, and the use of social media and technology in the workplace.

A skilled trial attorney, Mr. Scholar is experienced in a wide range of litigation matters, including federal and state civil rights, Section 1983, employment law, dangerous conditions of public property, claims of wrongful death, general liability, as well as contract and business disputes. Mr. Scholar has brought 14 cases to verdict.

Mr. Scholar joined Cole Huber LLP after 11 years with one of Sacramento's largest law firms where he was a shareholder and represented numerous public agency clients in employment, liability, law enforcement, and litigation matters. From 1998 to 2005, Mr. Scholar was a partner at a small law firm where he specialized in representing public entities in all manners of litigation, including Section 1983, law enforcement, and employment matters. Prior to that, Mr. Scholar was a Public Defender in Atlanta, Georgia, where he represented indigent defendants in felony criminal matters at trial and on appeal.



In 2016, Mr. Scholar was named to Sacramento Magazine's Top Lawyers List. He also enjoys the privilege of serving on the Presiding Judge's Civil Advisory Committee for Sacramento County Superior Court. A founding member of the Sacramento County Bar Association's Civil Litigation Section, Mr. Scholar has also served as one of its Board Members and its Chairperson. Mr. Scholar also serves as an Adjunct Professor of Law at the University of California, Davis School of Law, where he teaches Trial Practice and is a Mock Trial Competition Team Coach.

Mr. Scholar graduated from Santa Clara University School of Law in 1993. At Santa Clara, Mr. Scholar was an Emery Scholarship recipient, a member of the Moot Court Honors Board, and a participant in nationwide Moot Court Competitions. Prior to attending law school, he graduated with honors from the University of California, Santa Barbara in 1990 with a Bachelor of Arts degree in Sociology.

Land Use and Environmental Counsel

Derek P. Cole, Bar No. 204250, admitted 1999.

Areas of expertise: General public agency, land use, CEQA, public agency finance, real estate transactions, and elections.

Years in practice: 21 (16 devoted to local government clients).

Mr. Cole is a co-founder of Cole Huber LLP. He serves as the City Attorney for the Cities of Oakley (since 2010) and Sutter Creek (since 2010). He twice served as Interim City Attorney for the City of Antioch while that city recruited for its in-house attorney (2015-2016 and 2017-2019). Mr. Cole also previously served as the City Attorney for Angels Camp (2012-2017) and as County Counsel for Trinity County (2008-2013).

Although Mr. Cole is familiar with all aspects of public agency law, his emphasis is in land use and environmental law. He has ample experience in matters concerning CEQA, planning and zoning, development agreements, the Subdivision Map Act, and air and water quality laws. He also has significant experience in litigating post-approval challenges to projects under CEQA, the Planning and Zoning Law, and other applicable land use and environmental laws. Most recently, Mr. Cole has devoted significant time to the handling of matters regarding local land-use ballot measures proposed by environmental organizations as well as developers.

Mr. Cole also has expertise in public agency and municipal finance matters, including all aspects of Propositions 218 and 26 compliance and general and special taxes. He has recently handled matters concerning transactions-and-use ("sales") tax ballot measures, utility users taxes, and a variety of special taxes.

Mr. Cole was selected to the Northern California *Super Lawyers* list from 2015 to 2020; was named as a “Top Lawyer” in *Sacramento* magazine from 2015 to 2020; and was honored by the *Sacramento Business Journal* with “Best of the Bar” awards in 2014, 2016, and 2018.

Mr. Cole is active in the City Attorneys’ Department of the League of California Cities. He presently serves on the Department’s Attorney Development Succession Committee. He previously served on the Department’s Nominating Committee, which is responsible for appointing the Department’s Officers, and as Chair of the Municipal Law Handbook Committee, which is responsible for publishing the League’s comprehensive guide concerning municipal law. For two years, Mr. Cole served on the Department’s Legal Advocacy Committee, which provides counsel to the Cal Cities on its amicus or “friend-of-the-court” efforts. Mr. Cole has further authored several amicus briefs on behalf of Cal Cities and other local government organizations.

Mr. Cole is a frequent writer on a wide range of legal subjects. He is the author of *California Surface Mining Law* (Solano Press Books, 2009), a number of articles in various legal publications, including the *Daily Journal* (the newspaper of record for the California legal community), and several blogs in the California Municipal Law Blog (www.colchuber.com/blog).

Mr. Cole graduated with distinction from the University of the Pacific, McGeorge School of Law in 1999. At McGeorge, Mr. Cole was admitted to the Order of the Coif, Order of Barristers, and Traynor Honor Society. He was also a member of the Editorial Board of the *McGeorge Law Review* and published two student comments in that journal. Prior to attending law school, Mr. Cole graduated from the University of California at Santa Barbara in 1996 with a Bachelor of Arts degree in Law and Society.

Labor and Employment Counsel

David G. Ritchie, Bar No. 283303, admitted 2012.

Areas of expertise: Labor and employment, general municipal.

Years in practice: 8 (6 devoted to public agency clients).

Mr. Ritchie represents cities, counties and special districts in a broad range of labor and employment matters including collective bargaining with police, fire and emergency services employee associations and professional, technical, and miscellaneous employee groups. Mr. Ritchie currently serves as City Attorney for the City of Willows. He acts as lead attorney representing public agency clients before the Public Employment Relations Board, in other employment-related administrative proceedings, and in arbitration of disputes.

Mr. Ritchie assists employers with employee investigations, employee discipline, and defending against employee grievances and complaints. He provides public agency clients with

training on the Peace Officers Procedural Bill of Rights, Firefighters Procedural Bill of Rights, negotiation and other agency obligations under the Myers-Milias-Brown Act, prevention of harassment and abusive conduct in the workplace, and governmental ethics obligations.

Mr. Ritchie serves as the General Counsel for the Housing Authority of the County of Merced, General Counsel for the Del Puerto Health Care District, and Deputy City Attorney for the City of Oroville. Mr. Ritchie previously served as Deputy County Counsel for Trinity and Modoc Counties and as Special Counsel for Alpine County, principally providing Labor and Employment and Labor Relations services as well as collective bargaining, and on Dependency law matters. Mr. Ritchie is a regular contributor to the *California Municipal Law Blog* and columnist for the *Daily Journal*.

Mr. Ritchie received his Master of Laws (LL.M.) from Santa Clara University with the CALI-Award winning achievement for Excellence in Remedies and a specialization in Intellectual Property Law. He received his Juris Doctor (JD) from the University of Manitoba Law School where he was the Articles Editor and Technical Editor for two years with the *Manitoba Law Journal*. He received his B.A. with Distinction from Bishop's University, Lennoxville, QC Canada.

Assistant Counsel

Elizabeth M. Fratarcangeli, Bar No. 309321, admitted 2016.

Areas of expertise: General public agency, contracts, public records, condemnation/ eminent domain, and code enforcement.

Years in practice: 4 (all devoted to local government clients).

During her tenure with Cole Huber LLP, Ms. Fratarcangeli has worked on a wide variety of matters, including public law procedural and legal issues, labor and employment matters, general civil litigation and land use litigation. Currently, Ms. Fratarcangeli serves as Assistant City Attorney for the City of Oakley and previously served in that capacity for the City of Antioch.

Ms. Fratarcangeli has conducted numerous trainings on open-meeting laws and the Brown Act for her municipal clients. She is also actively involved in the League of California Cities events and trainings.

Ms. Fratarcangeli received her Juris Doctor in 2015 from Valparaiso University School of Law, graduating with honors. Her Bachelor of Arts degree is in Psychology from Loyola Marymount University in 2011, where she was on the Dean's List.

During law school, Ms. Fratarcangeli was an extern at the U.S. District Court, Northern District of Indiana and the Associate Editor of the Valparaiso University Law Review.

COMPENSATION

Hourly Rates for Professional Services

Cole Huber LLP proposes continuing with the same hourly rates we have charged for the last four years for all billing professionals:

Partners:	\$250.00 per hour
Associates:	\$220.00 per hour
Paralegals:	\$140.00 per hour



Hourly Rates:

- Partners: \$250 per hour
- Associates: \$220 per hour
- Paralegals: \$140 per hour

We do not charge monthly fees, overhead fees or percentage add-ons. Instead, our proposed rates are for the time we spend performing professional services. Rates would be billed to the nearest 6-minute intervals (1/10 of an hour). The firm does not charge mandatory minimums (e.g., 0.3 hour for each telephone call or 0.5 for each letter) for any tasks its professionals perform. In short, we are here when you need us and not charging you flat fees when you do not.

Included Training

As we did this year, Cole Huber LLP will continue to provide Sexual Harassment and Abusive Conduct Prevention in the Workplace (AB 1825) training on a biennial basis free of charge.

Reimbursement for Expenses

In addition to the above rates, our firm would request reimbursement for all client-advanced expenses. These include, but are not limited to, process server fees, subpoenas of records, fixed fees by laws or assessed by Courts or other agencies, court reporter fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, and other similar items.

The firm would not charge for travel expenses for any court, client meeting, or other client event that occur within Placer County from Auburn to the south.

Professional Liability Insurance Coverage

Cole Huber LLP carries errors and omissions insurance with Lloyds of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

REPRESENTATIVE CLIENTS & REFERENCES

Special Districts and Other Public Agency Clients

Arcade Creek Recreation and Park District
Desert Recreation District
Georgetown Divide Recreation District
Idyllwild Fire Protection District
Jackson Valley Fire Protection District
Monterey Peninsula Airport District
San Bernardino International Airport Authority

City Attorney Clients

Canyon Lake
El Centro
Hemet
Oakley
Oroville
Sutter Creek
Willows

County Litigation/Special Counsel Clients

Riverside
Sacramento
San Joaquin
Trinity

Jacqui Brunton, General Manager
Georgetown Divide Recreation District
P.O. Box 274
Pilot Hill, CA 95664
(530) 823-9090
jbrunton@gdrd.org

Bryan Montgomery, City Manager
City of Oakley
3231 Main Street
Oakley, CA 94561
(925) 779-7011
montgomery@ci.oakley.ca.us

Alex Vassar, Chair of the Board of Directors
Arcade Creek Recreation & Park District
4855 Hamilton Street
Sacramento, CA 95841
(916) 482-8377
avassar@acrpd.com

Amy Gedney, City Manager
City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685
(209) 267-5647
agedney@cityofsuttercreek.org

Item 7.2 Cover sheet – UAL CalPERS Pension 115 Trust Agreement

Auburn Area Recreation and Park District Policy Committee, April 2021; Board of Directors, 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

The Policy Committee made a neutral recommendation to the Board of Directors and recommends reviewing the contract, making particular note of page 6 referring to the 150 day wait period. This has been moved to the Board of Directors for review, and approval.

Attachment

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 1 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 8.1 Cover sheet – Replacing the Meadow Vista Park Playground

Auburn Area Recreation and Park District Acquisition and Development Committee April, 2021; Board of Directors meeting, April, 2020

The Issue

Shall the Auburn Recreation District Board of Directors amend the existing Project List and 5-Year CIP to complete the Meadow Vista Park playground replacement earlier than anticipated?

Background

In early March, 2021, the large tube “curly-q” slide at the Meadow Vista Park playground developed several cracks that could not be repaired. These cracks are a safety hazard, and staff was forced to close the slide. Since that time, staff has been in touch with the playground manufacturer (Miracle Play Systems) about our options. This playground is over 20 years old, and a like-for-like replacement is not possible due to ADA requirements (also, they don’t even make that slide anymore; they have not sold parts for that playground in 15 years).

The options presented are as follows:

- 1) Put in a bumper ladder for approximately \$1,500. This is just a fun ladder kind of feature. This is the manufacturers option. It is option #1 in the attached document.
- 2) Put in a vertical cargo climber for approximately \$1,000. This is a simple chain ladder. It is option #2 in the attached document.
- 3) Install a “typhoon” slide, which will be a shorter version of the cracked slide. This option costs \$11,000 + install (approximately \$3 - \$5k).

ARD currently has the playground as scheduled to be replaced in FY 23/24 (\$120,000). This has not been approved yet by the Board. We may want to consider moving the replacement of this playground up a year or more, which we can do, from a financial standpoint.

If ARD chooses this option, we would use the same process that we used for the replacement of the playground at Regional Park in 2018.

Five playground vendors would be invited to submit designs to fit a \$100,000 budget and the designs would be put out to the public to be voted on via the ARD website.

The play structure will be purchased and installed via an agreement with National Intergovernmental Purchasing Alliance (National IPA).

Per the District Policy Manual, this type of purchasing is allowed for contracts solicited within the last two years.

IV. Competitive Bidding

- G. **Exceptions to Competitive Bidding.** Provisions requiring competitive bidding shall not apply to the following instances:

5. When another public agency (district, city, county or state) has administered a competitive bid process within the past two years for the same or substantially similar supplies, services or equipment.

Recommendation for the Board of Directors

The ARD A&D Committee recommends that the Board amend the FY 21/22 Project list and move forward with this project this year.

Staff agrees with this recommendation.

Fiscal Impact

The proposed budget for this project is \$120,000.

\$60,000 from ARD Reserves

\$60,000 from Placer County Area #5 Park Mitigation Fees

Attachments

Options for repair

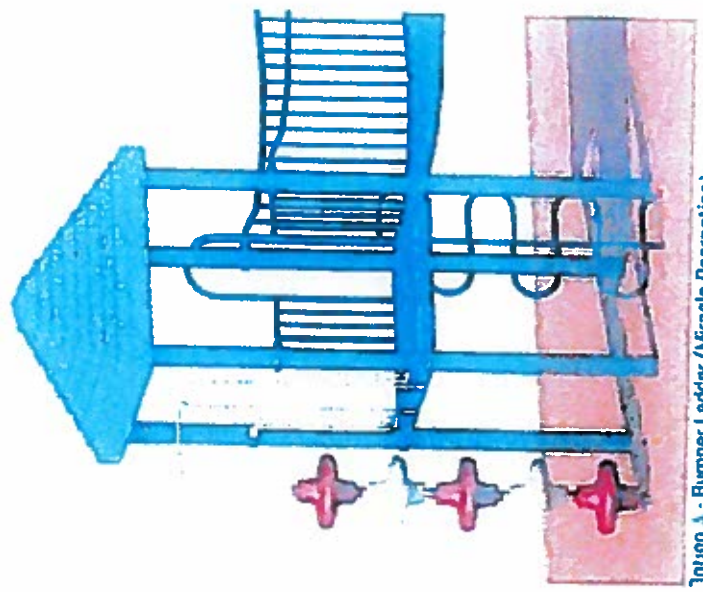
Existing Project List and 5-Year CIP

Option 1

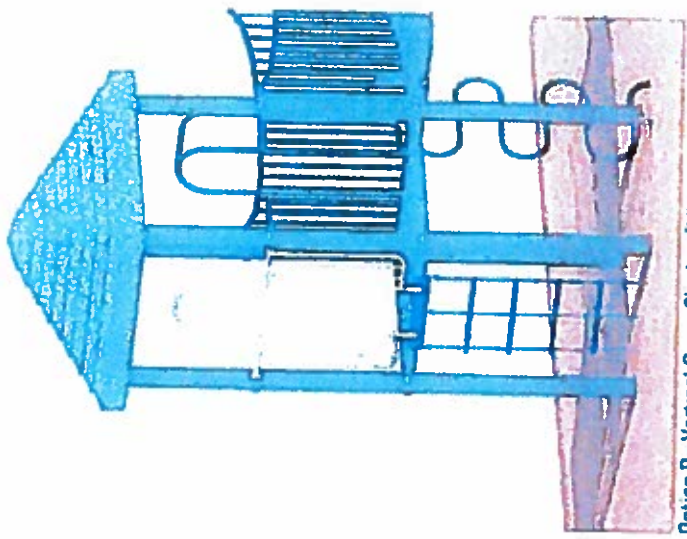
Option 2

Existing

Meadow Vista
Slide Replacement



Option A - Bumper Leekier (Miracle Recreation)



Option B - Vertical Cargo Climber (Miracle Recreation)



Existing equipment with slide to be replaced

Colors used in renderings to match existing equipment

- Beige
- Blue
- Burgundy
- Blue

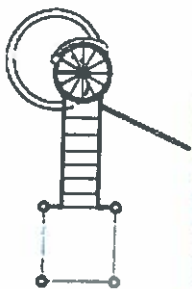
MIRACLE PLAY SYSTEMS, INC. 2021. ALL RIGHTS RESERVED. FOR AUBURN AREA RECREATION & PARK DISTRICT.



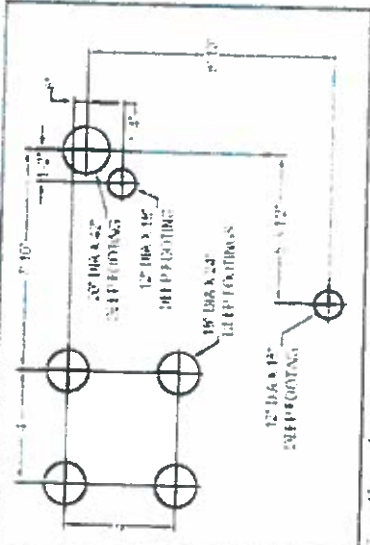
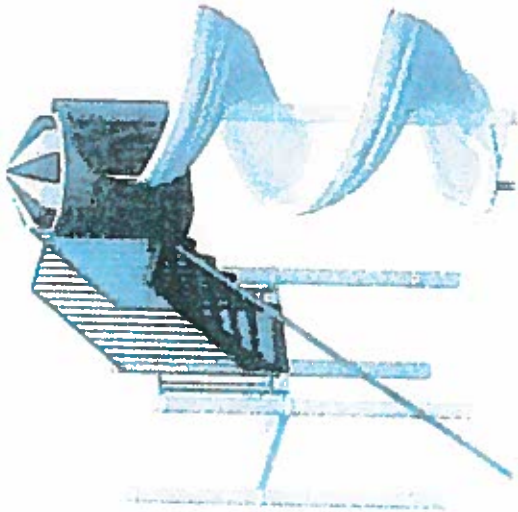
Prepared For: Auburn Area Recreation & Park District
 Auburn, CA
 04/05/2021
 21_0316_MeadowVistaSlideQuote_001



Top View



714-759-59
 Typhoon Slide from 5' Deck, 630°,
 9'-4" platform



Footing Layout

Option #3

Auburn Recreation District Five Year Project List

Project List

Green = moved from a previous year
 Pink = new project to list

2021/2022

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. MIL	City Mil.	Grants	M.L. Vernon proceeds
Recreation Park									
Rec Field infield renovation	25,000				10,000	15,000			
James Bermuda Outfield	42,000				20,000	22,000			
Wheelchair Swing	60,000					25,000	30,000	5,000	
Rec Shop Floor Repairs	10,000				10,000				
Meadow Vista									
ADA Signage	1,200			1,200					
Parking lot reseal/repaint	15,000				15,000				
Pathway repairs	15,000				15,000				
Pickleball court crack repairs	5,000		5,000						
New playground	120,000				60,000	60,000			
Ashford Park									Proposed amendment 4/2021
New irrigation pump	45,000	28,000							Equip Rsrv. 17,000
Overlook Park									
Restroom ADA Upgrades	15,000			15,000					
Regional Park/24 Acres									
24 acres Planning/EQA	120,000	(46,734)			73,266				
24 acre construction docs	110,000				110,000				
Dry Creek playground replace	177,000							177,000	
Pickleball court crack repairs	4,500		4,500						
Trail improvements/signage	10,000		10,000						
CVCC									
Bike Park Phase II	200,000	(40,158)			39,842			120,000	
ADA Door	5,000			5,000					
Placer Hills Park									
Parking Lot repairs	30,000		30,000						
Multiple Parks									
Energy Efficiency Upgrades	2,131,500								Loan 2,131,500
TOTAL	3,141,200	-58,892	49,500	21,200	353,108	122,000	30,000	302,000	0
Estimated Balance Remaining			13,832	570,573	720,287	196,495			415,000

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$25,000 added to FCC per year

Note: Placer County to use approx. \$350,000

Note: Assumes \$177,000 Grant, \$5,000 donation, and 120,000 InKind for Bike Park

Auburn Recreation District Five Year Project List

Green = moved from a previous year
 Pink = new project to list

Project List

2022/2023

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	Mt. Vernon proceeds
<p>18,832 595,573 770,287 206,495 1,415,000 415,000</p>									
<i>Recreation Park</i>									
Locker room Floor	25,000				25,000				
<i>Regional Park</i>									
Tennis/pickleball courts surfaces	200,000				200,000				
Tennis Court Path of Travel	41,500		3,000	18,500		20,000			
Pond mucking	100,000				100,000				
Walking pathway extension, Dry Creek end	265,000								
24 Acre Development	2,275,000					445,000		1,415,000	415,000
Kiosks	10,000				10,000				
Pond leak Repair	95,000				95,000				
Canal Repair	40,000				40,000				
<i>Ashford Park</i>									
Levee Repairs and paving	20,000				20,000				
<i>Overlook Park</i>									
Interpretive Signage (2 x \$5K)	10,000				10,000				
<i>Railhead Park</i>									
Parking lot repair/reseal	15,000				15,000				
<i>Christian Valley Park</i>									
Tutor Totter Roof	45,000		45,000						
TOTAL	3,071,500	0	48,000	18,500	490,000	465,000	0	1,415,000	415,000
Estimated Balance Remaining			332	105,573	305,287	206,495	0	0	0

Move to Reserve Funding

Note: Assumes \$50,000/year in County Mitigation Fees

Note: Assumes \$5000/year in ADA reserve funds

Note: Assumes \$10,000/year in city mitigation

Note: Assumes \$25,000 added to FCC per year

Note: Assumes \$1.415m in Statewide Park Program grant

Note: Placer County to use approx. \$350,000

Auburn Recreation District Five Year Project List

Green = moved from a previous year
 Pink = new project to list

Project List

2023/2024

Estimated balance

5,332 130,573 355,287 216,495 **Changed** 80,000

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
<i>Recreation Park</i>									
Spray park (replace splash pool)	300,000		20,000		75,000	60,000	65,000	80,000	
North (Front) Playground	120,000						120,000		
North Playground, Path of Travel	30,000						30,000		
<i>Regional Park</i>									
Breezeway Painting	40,000		20,000		20,000				
<i>Meadow Vista Park</i>									
TOTAL	490,000	0	40,000	0	95,000	60,000	215,000	80,000	0
Estimated Balance Remaining				5,332	35,573	295,287	1,495	0	0

- Note: Assumes \$50,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$25,000 added to FCC per year
- Note: **Placer County to use approx. \$350,000**
- Note: Assumes \$80,000 Grant

Auburn Recreation District Five Year Project List

Green = moved from a previous year
 Pink = new project to list

2024/2025

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind
				10,332	60,573	345,287	11,495		0
<i>Meadow Vista Park</i>									
Pond island renovation	100,000				100,000				
TOTAL	100,000	0	0	0	100,000	0	0	0	0
Estimated Balance Remaining				10,332	-39,427	345,287	11,495		0

Note: Assumes \$50,000/year in County Mitigation Fees
 Note: Assumes \$5000/year in ADA reserve funds
 Note: Assumes \$10,000/year in city mitigation
 Note: Assumes \$25,000 added to FCC per year
 Note: Assumes \$50,000/year in Equipment Reserve funds

Item 8.2 Cover sheet – Resolution #2021-08: ARD James Ballfield Outfield Turf Replacement Project-Award of Contract

Acquisition and Development (A&D) Committee April 19th, 2021 & ARD Board of Directors Meeting April 29th, 2021

The Issue

Shall the Auburn Recreation District Board of Directors authorize and adopt Resolution #2021-08, a resolution awarding a contract for the ARD James Ballfield Turf Replacement Project to Marina Landscape?

Background

The ARD Board of Directors approved the ARD James Ballfield Turf Replacement Project in April of 2020. The Engineers Estimate for the work was \$45,000.00. Bids were opened on 3/18/21 and three bids were received. The low bid was received in the amount of \$41,800.00

Recommendation for the Board of Directors

The Acquisition & Development Committee and Staff recommend that the Board of Directors authorize and adopt Resolution #2021-08 awarding the Base Bid of \$41,800.00 to Marina Landscape.

Fiscal Impact

Fiscal impact of the approval of the contract with Marina Landscape is \$41,800 plus a 5% District controlled contingency of \$2,090 for a total of \$43,890.

The budget for the James Field Renovation project is \$42,000 on the 2021/2022 Project List.

Attachments

Resolution #2021-08
Copy of bid received

RESOLUTION NUMBER 2021-08

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE
AUBURN AREA RECREATION AND PARK DISTRICT AWARDED CONTRACT
FOR THE JAMES BALLFIELD OUTFIELD TURF REPLACEMENT PROJECT

WHEREAS, the Auburn Area Recreation & Park District Board of Directors authorized the ARD James Field Outfield Turf Replacement Project on the 2020/2021 Project List and

WHEREAS, the Auburn Area Recreation & Park Districts engineers estimate for the project was \$42,000.00 and

WHEREAS, the Auburn Area Recreation & Park District opened formal bids for the project on 3/18/21 and a low bid was received in the amount of \$41,800.00

THEREFORE, the Auburn Area Recreation & Park District Board of Directors does hereby resolve the following:

That the Auburn Area Recreation & Park District awards the ARD James Field Outfield Turf Replacement Project to Marina Landscape based on the lowest base bid sum of \$41,800.00.

The District Administrator is authorized to enter into a contract for the ARD James Field Outfield Turf Replacement Project with Marina Landscape for the base bid of \$41,800.00 and approves a District controlled contingency of 5% or \$2,090.00 for a total of \$43,890.00.

APPROVED, PASSED, AND ADOPTED ON April 29th, 2021 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

H. Gordon Ainsleigh
Chairman of the Governing Board

ATTEST:

Clerk to the Governing Board

MARINA - low
1310

AUBURN AREA RECREATION AND PARK DISTRICT
STATE OF CALIFORNIA

PROPOSAL

For the construction of the

JAMES FIELD OUTFIELD TURF REPLACEMENT PROJECT

To the Auburn Area Recreation and Park District:

The undersigned declares that they have examined the locations of the proposed work, that they have examined the specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said specifications, and contract documents in consideration of the attached Bid Schedule.

The undersigned further agrees that, upon written acceptance of this bid, they will within **Fifteen (15) Calendar** days of receipt of such notice execute a formal contract agreement with the District, with necessary bonds and certificate and standard form endorsement of insurance. They also agree that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the District. The Contractor acknowledges this is a prevailing wage job subject to California Labor Code 1770 – 1780.

The undersigned agrees that, if awarded the contract, they will commence the work as follows: The Work (excluding maintenance period) to be performed shall be completed within **20 WORKING DAYS** (Monday thru Friday excluding holidays) and contractor shall start work within **5 WORKING DAYS** from the date of the Notice to Proceed.

Bids shall be submitted for the entire work.

The Auburn Park and Recreation District will award the contract, if at all, to the lowest responsible bidder with the lowest Base Bid OR lowest Grand Total (per the sole discretion of the District) as may be shown on the Bid Schedule.

The bidder shall set forth a total for each item, and for each lump sum work a total for the item, all in clearly legible Arabic figures on the attached Bid Schedule in the respective spaces provided for this purpose.

The award of the contract, if it is awarded, will be to the lowest responsible responsive bidder whose bid complies with the requirements set forth herein. The determination of the lowest bid will be evaluated based upon each bidder's Grand Total amount, which is the total sum of the project.

Quantities, if shown on the Bid Schedule are approximate only, being given as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual

amounts of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable. Additions to or subtractions from any quantities shown in the Bid Schedule will be compensated for in the manner specified relating to changes in the work.

Bidder acknowledges receipt of the following addenda:

None.

3/16/2021
Date

MARINA LANDSCAPE INC
Name of Firm

Contractor's License:

3707 W GARDEN GROVE BLVD ORANGE CA 92668
Business Address

a. Class: A B C27 C29 C36 C61 D49 D59

b. Number: 492862

c. Expiration Date: 6/30/2022

714-939-6600
Phone Number

d. DIR#: 1000000079


Signature of Responsible Official

CA. Division of Industrial Relations Registration Number

JAMES FIELD OUTFIELD TURF REPLACEMENT PROJECT

BID SCHEDULE

No.	Item of Work	Quantity	Unit	Unit Price	Item Total
1.	TURF REPLACEMENT	1	LS	\$25.000	\$25.000
				BASE BID TOTAL:	\$25.000
1.	ADD ALTERNATE#1: 90 CALENDAR DAY GROW-IN & MAINTENANCE PERIOD	1	LS	\$16.800	\$16.800
				GRAND TOTAL (BASE BID + ALT):	\$41.800 ✓

Quantities, if shown on the Bid Schedule are approximate only, being given as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual amounts of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable. Additions to or subtractions from any quantities shown in the Bid Schedule will be compensated for in the manner specified relating to changes in the work.

AUBURN AREA RECREATION AND PARK DISTRICT
STATE OF CALIFORNIA

DESIGNATION OF SUBCONTRACTORS

The following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, they shall be deemed to have agreed to perform such portion of work themselves and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the District.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

1. NAME: A-G Sod Farms of Stockton CSLB: 843016 DIR: 1000026007
ADDRESS: 2900 Adams Street, Suite C-120, Riverside, CA 92504
CONTRACT ITEMS: Stolon Planting AMOUNT: \$ 11 779
2. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____
3. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____
4. NAME: _____
ADDRESS: _____
CONTRACT ITEMS: _____ AMOUNT: \$ _____

AUBURN AREA RECREATION AND PARK DISTRICT
STATE OF CALIFORNIA

NONCOLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL

HUE TA _____, being first duly sworn, deposes and says that he or she is _____ of
VICE PRESIDENT OF ESTIMATING _____ the
party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the bid
is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or
solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded,
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that
anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the bid price of the
bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of
that of any other bidder, or to secure any advantage against the public body awarding the contract
of anyone interested in the proposed contract; that all statements contained in the bid are true;
and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any
breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid, and will not pay, any fee to any corporation, partnership, company, association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham
bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

3/16/2021
(Date)



(Signature)
MARINA LANDSCAPE INC

Name of Firm
3707 W GARDEN GROVE BLVD

ORANGE CA 92668

Business Address
714-939-6600

Phone Number


Signature of Responsible Official

Contractor's License:

- a. Class: A B C27 C29 C36 C61 D49 D59
- b. Number: 492662
- c. Expiration Date: 6/30/2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

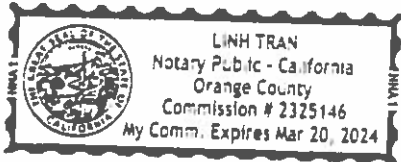
State of California)
County of Orange)

On March 16, 2021 before me, Linh Tran, Public Notary
Date Here Insert Name and Title of the Officer
personally appeared Hue Ta
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

AUBURN AREA RECREATION AND PARK DISTRICT
STATE OF CALIFORNIA

BIDDER'S BOND TO ACCOMPANY PROPOSAL

KNOW ALL MEN BY THESE PRESENTS,

That we, Marina Landscape, Inc, as
Principal, and Berkley Insurance Company, a corporation authorized to
transact a general surety business in the State of California, as Surety, are held and firmly bound
unto AUBURN AREA RECREATION AND PARK DISTRICT (hereinafter called the Obligee)
in the full and just sum of (10% of bid amount)
Ten percent of the total amount of the bid dollars, (\$ 10%) for
the payment whereof in lawful money of the United States, we bind ourselves, our heirs,
administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for:

James Field Outfield Turf Replacement Project

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this 15th day of March 2021.

Date Month Year

Marina Landscape, Inc

Berkley Insurance Company

True Ta
vice president of
Estimating
Principal

Matthew J. Coats
Attorney-in-Fact Matthew J. Coats

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

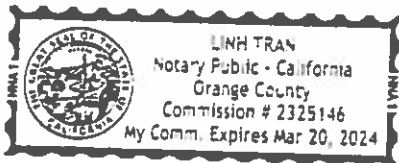
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On March 16, 2021 before me, Linh Tran, Public Notary
Date Here Insert Name and Title of the Officer
personally appeared _____
Name(s) of Signer(s)
Hue Ta

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

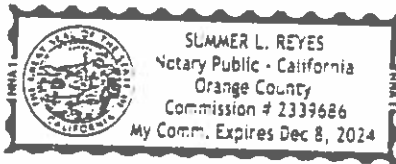
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On MAR 15 2021 before me, Summer L. Reyes, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Linda D. Coats or Matthew J. Coats of Coats Surety Insurance Services, Inc. of Laguna Hills, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13th day of MAY, 2019.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 13th day of MAY, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEM
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundrakem
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 15th day of March, 2021.

(Seal)

Vincent P. Forte
Vincent P. Forte

Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Marina Landscape, Inc.

Resolution to Sign Contracts, Bid Documents and Bid Bonds

Whereas, the Corporation requires an additional person as the Corporate Assistant Secretary for signing and executing the Contracts, Bid Documents, and Bid Bonds in the absence of the Secretary. Whereas, it would be desirable to have two (2) Assistant Secretaries available to sign Documents, or in the absence of the President/CEO/Secretary, be it:

Resolved, that the CFO, Vice Presidents, and Assistant Secretaries of this Corporation be hereby authorized and empowered to sign Contracts, Bid Documents and Bid Bonds, in the name of and on behalf of this Corporation.

Resolved, that Hue Ta is assigned the title of Vice President of Estimating, and is authorized as such to sign Contracts, Bid Documents, and Bid Bonds.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Marina Landscape, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a special meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 1, 2019, and that said resolution is now in full force and effect without modification or rescission.

In witness whereof, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2019.



Robert B. Cowan, Secretary
Marina Landscape, Inc.

MARINA LANDSCAPE, INC.

Item 8.3 Cover sheet – Facilities Maintenance Worker/Senior Facilities Maintenance Worker Job Description Creation

Auburn Area Recreation and Park District Policy Committee meeting April, 2021; Board of Directors 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 Board of Directors

The Policy Committee recommended approval of the new Facilities Maintenance Worker and Senior Facilities Maintenance Worker job descriptions.

Staff agrees with this recommendation.

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

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

Item 8.4 Cover sheet – Placer County Local Agency Formation Commission (LAFCO)

Auburn Area Recreation and Park District (ARD) Board of Directors meeting April 29, 2021

The Issue

Shall the Auburn Area Recreation & Park District (ARD) Board of Directors vote for a Special District Representative for Placer Local Agency Formation Commission (LAFCO)? Please vote for two nominees.

Background

See attachments.

Fiscal Impact

N/A

Attachments

Letter from Kris Berry, Executive Officer.

Ballot & Certification

Curriculum Vitae for Joshua Alpine, Peter Gilbert, Frederick W. Ilfeld, and Rick Stephens

PLACER COUNTY LOCAL AGENCY FORMATION COMMISSION

110 Maple Street, Auburn, California 95603 - 530-889-4097
lafco@placer.ca.gov/2704/Local-Agency-Formation-Commission-LAFCO

March 22, 2021

COMMISSIONERS:

Robert Weygandt
Chair (County)

Joshua Alpine
Vice Chair (Special Districts)

Cindy Gustafson
(County)

Paul Joiner
(City)

William Kahrl
(Special Districts)

Joe Patterson
(City)

Susan Rohan
(Public)

**ALTERNATE
COMMISSIONERS:**

Scott Alvord
(City)

Jim Holmes
(County)

Mike Lynch
(Special Districts)

Jeffrey Starsky
(Public)

STAFF:

Kristina Berry, AICP
Executive Officer

Vacant
Clerk to the
Commission

William Wright
LAFCO Counsel

To: Placer County Special District Board Members

From: Kris Berry, Executive Officer

Re: Vote for Special District Representative, Placer LAFCO

Dear Special District Board Members:

The nomination period for Special Districts Representative and Alternate Representative to the Placer Local Agency Formation Commission (LAFCO) ended March 16, 2021. A total of five nominations were received.

Each district receives one ballot listing the nominees and shall vote for two candidates. The person receiving the highest number of votes shall assume the regular special district seat for term ending May, 2024. The candidate receiving the second highest votes shall assume the alternate seat for the same term.

The attached Ballot & Certification are to be completed by each district's independent selection committee member (district's presiding officer) or designated alternate, and returned to Placer LAFCO Office either by mail to the above address, or by email to kberry@placer.ca.gov by 4:30 p.m. Monday, May 10, 2021.

Any ties will be broken by coin toss at the May 12, 2021 Placer LAFCO hearing (tentatively).

Thank you for your participation, everyone.

Sincerely,



Kris Berry, Executive Officer
Placer LAFCO

Att.

Ballot
for
**Special District Representative & Alternate, Placer
LAFCO**

Please select **two (2)** candidates from the nominees below by marking the box by each chosen name. After making your selections, the Certification Statement at the end of this document must be signed by your Board Chairman or Alternate prior to mailing.

Ballots should be returned to the Placer LAFCO office no later than **4:30 p.m. Monday, May 10, 2021** by mail or email as follows:

Placer LAFCO
110 Maple Street, Auburn, CA 95603

OR

Kris Berry, Executive Officer
kberry@placer.ca.gov

Ballots received after this time/date will not be counted

Nominees (choose 2):

- Gordon Ainsleigh, Auburn Area Rec. & Park District
- Joshua Alpine, Placer County Water Agency
- Peter Gilbert, Placer Mosquito & Vector Control District
- Fred Ilfeld, Olympic Valley Public Service District
- Rick Stephens, Truckee Tahoe Airport District

Certification Statement

I _____, as Board Chairman (or
(Name)
authorized alternate) of _____,
(District)

Certify that this is the District's true and correct ballot.

Joshua Alpine

District 5 Director, Placer County Water Agency | Special District Member, Placer LAFCo

Joshua Alpine is the District 5 Director of Placer County Water Agency (PCWA), where he oversees the agency's vital efforts to provide an affordable, reliable, and sustainable water supply to the people, environment, and economy of Placer County and the region.

Mr. Alpine currently serves as Vice Chair of the Placer Local Agency Formation Commission, elected in 2016 to represent Special Districts. He also served on the commission from 2011-2012 including a term as Chair as a City representative.

As the current Vice President of the Board of Directors for Project GO Inc., Mr. Alpine is engaged in providing affordable housing and energy efficiency programs for low and moderate income working families and senior citizens in our area.

Mr. Alpine is also on the Board of Directors of the Association of California Water Agencies (ACWA), serving as Chair of ACWA's Region 3 Board of Directors (Alpine, Amador, Calaveras, El Dorado, Inyo, Lassen, Mariposa, Modoc, Mono, Nevada, Placer, Plumas, Sierra, and Tuolumne Counties), and serves from time to time as a member of numerous other committees and task forces.

Prior to serving as a director for PCWA, Mr. Alpine sat on the Colfax City Council from 2003-2012, including having served two terms as Mayor. During that time, he was very involved in waste water, regional water, and land planning issues.

Mr. Alpine works effectively with elected officials and agencies at the local, state, and federal levels, including the Regional Water Quality Control Board and the State Water Resources Control Board, developing solutions to water and land use policies that affect our region. At the federal level, he has worked with the U.S. Environmental Protection Agency, U.S. Corps of Engineers, U.S. Department of Agriculture, and U.S. Department of Housing & Urban Development. He has also served on the Placer County Economic Development Board.

Mr. Alpine holds a B.S. in Information Systems Management and has a California State Hydro Power System Operator certification. He worked as a Hydro System Operator from 2003 until 2009 for Pacific Gas & Electric (PG&E) operating the Bear, South Yuba, and the American Middle Fork river systems, and currently is a Lead System Operator of PG&E's electric transmission system. He is a member of the Placer County Historical Society and Colfax Lions Club. Mr. Alpine lives in Colfax

PETER GILBERT
2020 Caravelle Court
Lincoln CA 95648
(650) 759-5584
peter-gilbert@sbcglobal.net

Former Councilman/Mayor, City of Lincoln

Former Councilman/Mayor, City of Foster City

Current President, Placer County Mosquito & Vector Control District

Former President/Treasurer, Lincoln Hills Community Association

Current Member, Lincoln Hills Foundation Board of Directors

Former Member, Placer County Grand Jury

Former President, League of California Cities Peninsula Division (33 Cities in San Francisco, San Mateo and Santa Clara Counties)

Former Chair, San Mateo County Criminal Justice Council

San Francisco State University, Speech Major - Radio/TV

U S Army Intelligence Corp. Sgt., E-6 Honorable Discharge

San Mateo County Safety Man of the Year for efforts funding a major highway project. (92/101 highway interchange)

Executive management experience. Financial Management. I have managed groups as large as 5,000 employees.

Curriculum Vitae
Frederic W. Ilfeld, Jr., MD, MA, CGP
P.O. Box 2160, Olympic Valley, CA 96146
(530) 448-6060
FILFELD@gmail.com

Professional experience:

Born and raised in southern California, Dr. Ilfeld attended undergraduate college at Yale University, where he majored in Culture & Behavior (psychology, anthropology, sociology, ethology) and received his B.A. magna cum laude with high honors. He went on to complete his medical studies at Harvard Medical School in Boston. After a one year internship at San Francisco General Hospital, Dr. Ilfeld studied psychiatry in a three year residency at Stanford University. Also while at Stanford he earned a Master of Arts degree in sociology, specializing in small group behavior. He has had the good fortune to study under several masters in the fields of psychotherapy (Elvin Semrad, Leston Havens), group therapy (Irvin Yalom), and community mental health/social psychiatry (Drs. Gerald Caplan, Erich Lindemann, Rudy Moos).

After conducting epidemiologic research on stress and coping at the Laboratory of Socio-environmental Studies, National Institute of Mental Health, Dr. Ilfeld moved to Sacramento to join the faculty at U.C. Davis Medical School. While full-time faculty at U.C. Davis he worked on the North Area community mental health team and was Chief of the Psychiatric Emergency Team. He was awarded research grants from the National Institute for Mental Health and from Roche Laboratories for his survey research on social stress and coping among 2,300 Chicago adults, resulting in eleven journal publications on this topic.

Dr. Ilfeld is Board Certified in Psychiatry and was in private practice in Sacramento from 1974 through 1999. He continued his private practice of general psychiatry in Squaw Valley, California, in the north Lake Tahoe area. Although Dr. Ilfeld retired from private clinical practice in 2002, he retains a special interest in teaching the group psychotherapies. Beginning in 1975 Dr. Ilfeld led group therapies for in-depth personal change, for the chronic mental disorders, for panic disorder, and for obsessive-compulsive disorder. From 1983 through 1998 he was a leader of process training groups for psychiatric residents at the U.C. Davis Medical Center. From 2004 - 2015 he co-led with his wife, Barbara, the process training group for psychiatric residents at the University of Nevada School of Medicine. Bi-annually from 1990 – 2015 he co-led training groups with Barbara at the Northern California Group Psychotherapy Society's Institutes in Asilomar (nearby Monterey, California). With Barbara he has co-led American Group Psychotherapy Association (AGPA) workshops on "Managing Dual Relationships in Rural Settings" and on "The Art of Culture Building in the Group". He co-led with Barbara a Special Interest Institute on the latter topic yearly from 2007 through 2012 at the annual national AGPA Meetings. In 2014 and again in 2015 at the annual AGPA conference, Fred and Barbara co-led a two-day Special Interest Institute on "Enhancing the Group Process through a co-leader Fishbowl Technique."

As a former Associate Clinical Professor of Psychiatry at U.C. Davis Medical School, Dr. Ilfeld received the distinguished clinical faculty teaching award twice- in 1987 and again in 1998. He recently retired as Clinical Professor of Psychiatry at the University of Nevada School of Medicine (Reno). From this institution he also received the distinguished clinical faculty teaching award twice, in 2006 and again in 2011. He has published over twenty journal articles and book chapters on topics of violence, community mental health, stress and coping, child custody, and group therapy. He was past president of the Sacramento Psychiatric Society, was on the council of the Northern California Group Psychotherapy Society, and is currently a member of the American Group Psychotherapy Society. Dr. Ilfeld is a Certified Group Psychotherapist (CGP) and is a Distinguished Life Fellow of the American Psychiatric Association.

Organizational and Community service:

Since moving full-time to Squaw Valley in July 1999, Dr. Ilfeld has participated actively in local community organizations. He was on the Board of the Squaw Valley Property Owners Association. Dr. Ilfeld coordinated the Architectural Control Committee for the Hidden Lake Property Owners Association for 5 years and has continued as a Board member through the present. He has been a member of the Squaw Valley Municipal Advisory Council, advising the Placer County Board of Supervisors on matters concerning Squaw Valley. Dr. Ilfeld was Chair of the Grants Review Committee of the Truckee-Tahoe Community Foundation and was a member of the Board of Trustees of both the North Tahoe Hebrew Congregation and the Tahoe Truckee Community Foundation. He is a past Board Chair of the Tahoe Truckee Community Foundation.

Since early 2013 he was a leader in the effort to incorporate Squaw Valley as the Town of Olympic Valley. As such, he was Board Chair of the charitable non-profit *Incorporate OV Foundation*, and on the Board of the non-profit advocacy organization, *Incorporate OV*.

In 2016 Dr. Ilfeld was publicly elected as a Board member of the Squaw Valley Public Service District and has served in this position through the present time. (In 2020 the name of the organization was changed to "Olympic Valley Public Service District".)

Rick Stephens

Rick Stephens has lived full time in the Placer County unincorporated area of Truckee since June 1, 2007. He was publicly elected to the Truckee Tahoe Airport Board in November 2016 and was re-elected in 2020. Rick was President of this Board in 2018 and 2019.

Rick was appointed to the Placer County Citizens Advisory Committee for allocation of a portion of TOT funds. The initial appointment was for 3 years in 2018. He was reappointed for an additional 3-year term in 2021.

Rick was the project manager for the TTCF Community House as a volunteer. It was a 4-year project including acquisition of the property, designing the plans to renovate the buildings, and reconstruction of the facility to serve non-profits in the Kings Beach area.

Rick also served on a citizens advisory group for the Truckee Fire Protection District on property tax revenue.

He has been President of Lahontan Community Association (5 years) and subsequently was President of Lahontan Golf Club (5 Years).

Rick Stephens worked in the commercial real estate business as an Asset Manager and as an investor.

ZKS Real Estate Partners LLC was formed in 1996 after Zurich Insurance acquired Kemper Corporation. Its mission was to finish the orderly disposition of the remaining Kemper Corporation real estate portfolio (\$800 million) and to invest in real estate value added transactions. ZKS was closed at the end of 2013. Stephens Real Estate Partners, LLC operated Stephens contracts and investments. Separate from the Zurich assets, ZKS acquired more than 5 million square feet of industrial and office properties valued at in excess of \$800 million.

Mr. Stephens was president of Kemper Real Estate Management Company from 1992-1996. KREMCO's sole mission was the orderly disposition of the \$5 billion Kemper real estate portfolio. In 1992 KREMCO had 700 employees, 11 million sf of buildings, 40,000 acres of land, and 2 home building companies.

Prior to Kemper, Mr. Stephens was President of The Koll Company's Los Angeles Division. This division was responsible for acquisition, development, property management and construction of approximately \$2 billion in real estate between 1986 and 1992.

Prior to Koll, Mr. Stephens was Sr. VP of Cadillac Fairview's Western Region from 1982-1985 responsible for industrial properties. This included 6 million sf of big box industrial in Torrance, Compton and Costa Mesa CA. In addition, 2,000 acres in 5 industrial parks were developed.

Mr. Stephens started his real estate career at The Newhall Land and Farming Company in 1974. He was in charge of Newhall's industrial and commercial development from 1977-1982.

Mr. Stephens graduated from Cornell University in 1972 (BS Engineering) and received an MBA from Stanford University in 1974. He served 3 years in the US Army in the middle of his undergraduate studies, including tours of duty in Vietnam ('67-'68) and Germany ('68-'69).

Hiking and golf are Mr. Stephens' leisure activities. Each year, Rick backpacks in the high Sierra Nevada mountains. Rick also enjoys adventure travel, 100 miles on The Camino Santiago, Patagonia, Inca Trail, Iceland, Copper Canyon in Mexico and the Haute Route in Switzerland in August, 2019.

Rick has been married to Gail Stephens for 53 years. They have 2 children, 51 and 49 and 1 grandchild.