

**AUBURN AREA RECREATION AND PARK DISTRICT  
MEETING OF THE BOARD OF DIRECTORS AGENDA**

**6:00 PM**

**THURSDAY, JANUARY 31, 2019  
CANYON VIEW COMMUNITY CENTER, BOARD ROOM  
471 MAIDU DRIVE  
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection in the District's Office at 471 Maidu Drive, Auburn, CA 95603 during normal business hours. In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the District Clerk at (530) 537-2187. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

**1.0 CALL TO ORDER**

**(PLEDGE TO THE FLAG)**

The Board of Directors of the Auburn Area Recreation and Park District welcomes you to its meetings. Regular meetings are scheduled at 6 p.m. the last Thursday of each month. The November and December Board meetings will be scheduled in consideration of recognized holidays. Your attendance and interest is encouraged and appreciated. Special accommodations may be made upon request to the District Administrator 72 hours in advance of the meeting.

**Roll Call**

Ferris \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Gray \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS**

None.

**3.0 AGENDA REVIEW, CHANGES, AND APPROVAL**

Motion by \_\_\_\_\_ Second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Ferris \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Gray \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**Roll Call Vote**

**4.0 PUBLIC COMMENT** – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Board of Directors. After you are recognized by the Board Chairperson, please come to the lectern and state your name, and address for the record (optional). There is a time limitation of three minutes.

**5.0 CONSENT ITEMS – (roll call vote).** All matters listed under the Consent Calendar are to be considered routine by the Board of Directors and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the Board votes on the motion to adopt, a member or members of the Board, staff or the public requests a specific item to be removed from the Consent Calendar for separate discussion and action.

\_\_\_\_\_ **5.1 Review and approval of Minutes of the Meeting of the Board of Directors from December 13, 2018**

Review and approval of Minutes of the Meeting of the Board of Directors from December 13, 2018.

\_\_\_\_\_ **5.2 Review of Cash Requirements for December, 2018 (Standing Finance Committee)**

This item was reviewed and approved by the Standing Finance Committee and forwarded to the Consent Calendar for review and approval.

\_\_\_\_\_ **5.3 Review of Financials for November, 2018 (Standing Finance Committee)**

This item was reviewed and approved by the Standing Finance Committee and forwarded to the Consent Calendar for review and approval.

\_\_\_\_\_ **5.4 Review of Financials for December, 2018 (Standing Finance Committee)**

This item was reviewed and approved by the Standing Finance Committee and forwarded to the Consent Calendar for review and approval.

\_\_\_\_\_ **5.5 Resolution Number 2019-01: Transfer of Capital Construction Reserves (Standing Finance Committee)**

This item was reviewed and approved by the Standing Finance Committee and forwarded to the Consent Calendar for review and adoption.

Motion by \_\_\_\_\_ second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**Roll Call Vote**

**6.0 ADMINISTRATOR'S AND DEPARTMENTAL REPORTS**

Please see board reports, fee waiver log, vandalism reports, and project activity report under item 6.0.

\_\_\_\_ 7.0 **UNFINISHED BUSINESS**

None.

\_\_\_\_ 8.0 **NEW BUSINESS**

**8.1 Fee Waiver Request for Foothill Quilters Guild (Standing Finance Committee)**

Shall the Auburn Area Recreation and Park District (ARD) approve a fee waiver for Foothill Quilters Guild's use of Regional Park Lakeside Room and Gym?

Motion by \_\_\_\_\_ second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**Roll Call Vote**

**8.2 Review and Acceptance of Regional Park South End Playground Replacement and Marsha-Skinner Sierra Pool Renovations (Acquisition & Development Committee)**

Shall the Auburn Area Recreation and Park District (ARD) give final acceptance to the recently completed Regional Park South End Playground replacement and the Marsha-Skinner Sierra Pool Renovation?

Motion by \_\_\_\_\_ second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**Roll Call Vote**

**8.3 SDRMA Quote (Program, Personnel, Policy, Fee & Legal Committee)**

Shall the Auburn Area Recreation and Park District (ARD) move their self-insurance policies (Workers' Compensation and Property Liability) from CAPRI to SDRMA?

Motion by \_\_\_\_\_ second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**Roll Call Vote**

\_\_\_\_\_ **8.4 Amending ARD Ordinance #1: Prohibited Presence in Parks; Trash and Littering; Fires and BBQ Grills**

Shall the Auburn Area Recreation and Park District (ARD) consider beginning the process to amend ARD Ordinance #1 to clarify what activities are prohibited in parks after dusk, to strengthen rules on littering and the use of ARD trash receptacles and to clarify what sort of fuels can be used in ARD BBQ grills?

Motion by \_\_\_\_\_ second by \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Gray \_\_\_\_\_ Ainsleigh \_\_\_\_\_ Ferris \_\_\_\_\_ Holbrook \_\_\_\_\_ Lynch \_\_\_\_\_

**Roll Call Vote**

\_\_\_\_\_ **9.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. ARD Irrigated Turf Information and Numbers. (Acquisition & Development Committee)
2. Creating a Nature Preserve/Arboretum on the Shockley Property. (Acquisition & Development Committee)
3. County Mitigation Fund, current balance \$487,738.

\_\_\_\_\_ **10.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM BOARD MEMBERS**

No action will be taken at this time on any item announced or reported by a Board Member. The Board or a member of the Board may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter so reported, or take action to direct staff to place a matter of business on a future agenda.

\_\_\_\_\_ **11.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

None.

\_\_\_\_\_ **12.0 PUBLIC COMMENT** This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Board of Directors. After you are recognized by the Board Chairperson, please come to the lectern and state your name, and address for the record (optional). There is a time limitation of three minutes.

\_\_\_\_\_ **13.0 CLOSED SESSION**

**13.1 Public Employee Performance Evaluation. (Gov. Code, 54954.5, subd. (e), 54957.)**

**Title: District Administrator**

14.0 OPEN SESSION – REPORT/ACTION ON OR ABOUT CLOSED SESSION

**ADJOURNMENT**

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

1-25-19  
Date

11:20 AM.  
Time

P. Larson  
Clerk to the Board

**SECTION: 5.0**

**ITEM: 5.1 REVIEW AND APPROVAL OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS FROM DECEMBER 13, 2018**

**INFORMATION: SEE ATTACHED MINUTES**

**STAFF RECOMMENDATION: BOARD OF DIRECTORS REVIEW & APPROVE MINUTES**

**FISCAL IMPACT: NONE**

**Auburn Area Recreation and Park District  
Minutes of the Meeting of the Board of Directors  
Thursday, December 13, 2018, 6:00 p.m., Canyon View Community Center  
471 Maidu Drive, Auburn, CA**

**Board Members**

**Present:** Chairman Jim Gray  
Director Jim Ferris  
Director Mike Lynch  
Director Gordon Ainsleigh  
Director Scott Holbrook

**Board Members**

**Absent:** None.

**Staff Present:**

Kahl Muscott, District Administrator  
Veona Galbraith, Administrative Services Manager  
Jesse Williams, Facilities & Grounds Manager  
Manouch Shirvanioun, Customer Service/Marketing Manager  
Sheryl Petersen, Recreation Services Manager  
Debbie Thomas, Youth Services Manager  
Mike Scheele, Landscape Architect/Project Manager  
Patricia Larson, Recording Secretary

**1.0 CALL TO ORDER**

The Meeting of the Board of Directors was called to order at 6:04 p.m. by Chairman Gray.

**(PLEDGE TO THE FLAG)**

**2.0 INTRODUCTIONS, PRESENTATIONS AND ANNOUNCEMENTS**

Checks in the amounts of \$1,000 and \$15,000 were presented to the ARD Youth Assistance Fund by Bill and Jenny Jansen.

A presentation of a plaque was made to Jim Gray as outgoing Board of Directors Chairman for 2018.

**3.0 AGENDA REVIEW, CHANGES AND APPROVAL**

A motion was made by Director Holbrook and seconded by Director Ainsleigh to approve the agenda as written.

**Roll Call Vote**

Director Gray – Yes  
Director Ainsleigh – Yes  
Director Ferris – Yes  
Director Holbrook – Yes

Director Lynch – Yes

5 – 0 Motion carries.

**4.0 PUBLIC COMMENT**

None.

**5.0 CONSENT ITEMS**

**5.1 Review and Approval of Minutes of the Meeting of the Board of Directors from November 29, 2018**

**5.2 Review of Cash Requirements for November, 2018 (Standing Finance Committee)**

**5.3 Resolution Number 2018-26: Transfer of Equipment Reserve Fund (Standing Finance Committee)**

A motion was made by Director Ferris and seconded by Director Lynch to approve the Consent Calendar.

**Roll Call Vote**

Director Gray – Yes

Director Ainsleigh – Yes

Director Ferris – Yes

Director Holbrook – Yes

Director Lynch – Yes

5 – 0 Motion carries.

**6.0 ADMINISTRATOR'S AND DEPARTMENTAL REPORTS**

Board reports, fee waiver log, and project activity report were provided to the Board under separate cover.

**7.0 NEW BUSINESS**

**7.1 Election of Officers and Consider Committee Meeting Assignments**

Director Lynch nominated Director Ferris as Chairman.

Director Ferris nominated Director Ainsleigh as Chairman.

Director Ainsleigh nominated Director Gray as Chairman.

The Board elected Director Ferris as Chairman.

Director Gray nominated Director Holbrook as Vice Chairman.



Director Lynch nominated Director Ainsleigh as Vice Chairman.

Director Holbrook nominated Director Lynch as Vice Chairman.

The Board elected Director Ainsleigh as Vice Chairman.

Committee Meeting assignments: Directors Ferris and Gray were appointed to the Acquisition & Development Committee, Directors Holbrook and Ainsleigh were appointed to the Program, Personnel, Policy, Fee and Legal Committee, Directors Lynch and Ainsleigh were appointed to the Standing Finance Committee.

It was discussed that the Strategic Planning Committee will resume in 2019 with Directors Holbrook and Ferris as the committee members. The ADA Committee will also resume in 2019 along with the Marketing Committee. The committee members for these committees will be determined in 2019.

## **8.0 UNFINISHED BUSINESS**

### **8.1 Public Hearing to Consider Adoption of a Resolution (Resolution Number 2018-27) Adopting the Initial Study/Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, Pursuant to the California Environmental Quality Act (CEQA), for the Vegetation Management Plan and Approving the Vegetation Management Plan as Described and Evaluated in the Initial Study**

#### **PUBLIC HEARING**

##### **OPEN PUBLIC HEARING**

##### **STAFF PRESENTATION**

**PUBLIC COMMENT** – Patrice Taylor, a resident of Meadow Vista gave public comment regarding the Vegetation Management Plan. Ms. Taylor suggested that additions should be put into the Vegetation Management Plan.

**There was no other public comment.**

##### **BOARD DISCUSSION/ACTION**

##### **CLOSE PUBLIC HEARING**

A motion was made by Director Holbrook and seconded by Director Lynch to adopt Resolution Number 2018-27, adopting the Vegetation Management Plan Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving the Vegetation Management Plan in consideration of the findings of the Draft Initial Study prepared to analyze the proposed project pursuant to the California Environmental Quality Act (CEQA).

##### **Roll Call Vote**

Director Ferris – Yes

Director Ainsleigh – Yes  
Director Gray – Yes  
Director Holbrook – Yes  
Director Lynch – Yes

5 – 0 Motion carries.

**9.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. Discussion of Wheelchair Swings – the Board discussed the possibility of installing a wheelchair swing. This item was sent to the January 2019 Acquisition and Development Committee meeting for more information and further consideration.
2. County Mitigation Fund, current balance \$487,738.

**10.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM BOARD MEMBERS**

No action will be taken at this time on any item announced or reported by a Board Member. The Board or a member of the Board may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent Meeting concerning any matter so reported, or take action to direct staff to place a matter of business on a future agenda.

**11.0 CORRESPONDENCE/COMMUNICATIONS AND INFORMATIONAL**

None.

**12.0 PUBLIC COMMENT**

None.

**13.0 CLOSED SESSION – Closed Session was cancelled.**

- 13.1 Public Employee Performance Evaluation. (Gov. Code, 54954.5, subd. (e), 54957.)**

**ADJOURNMENT** - As there was no further business, the meeting was adjourned at 7:32 p.m. by Chairman Ferris.

---

Board Secretary

---

Date

**SECTION: 5.0**

**ITEM: 5.2 REVIEW OF CASH REQUIREMENTS FOR  
DECEMBER, 2018**

**DESCRIPTION: ACCOUNTS PAYABLE**

**INFORMATION: SEE ATTACHED INFORMATION**

**STAFF  
RECOMMENDATION: THIS ITEM WAS REVIEWED BY THE STANDING  
FINANCE COMMITTEE AND FORWARDED TO  
THE BOARD OF DIRECTORS FOR REVIEW AND  
APPROVAL**

**FISCAL IMPACT: \$279,236.01**

Auburn Rec & Park  
 VENDOR CHECK REGISTER REPORT  
 Payables Management

Ranges: From:  
 Check Number First  
 Vendor ID First  
 Vendor Name First

To:  
 Last  
 Last  
 Last

Check Date From:  
 Checkbook ID COMM 1ST

To:  
 12/31/2018  
 COMM 1ST

Sorted By: Check Date

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
17830	W0046	West Coast Sand & Gravel, Inc.	12/5/2018	COMM 1ST	PMCHK00002515	\$11,318.50
17791	1099-271	Kelpro Security	12/7/2018	COMM 1ST	PMCHK00002514	\$1,539.00
17792	1099-332	Danielle Herreid	12/7/2018	COMM 1ST	PMCHK00002514	\$70.20
17793	1099-341	Twardis, Bryan	12/7/2018	COMM 1ST	PMCHK00002514	\$120.00
17794	1099-342	Susie Bell	12/7/2018	COMM 1ST	PMCHK00002514	\$36.00
17795	A0014	AT&T	12/7/2018	COMM 1ST	PMCHK00002514	\$319.23
17796	A0051	Anderson's Sierra Pipe Co.	12/7/2018	COMM 1ST	PMCHK00002514	\$237.30
17797	A0134	Advanced Intregated Pest Mana	12/7/2018	COMM 1ST	PMCHK00002514	\$677.00
17798	A0135	ASCAP	12/7/2018	COMM 1ST	PMCHK00002514	\$354.42
17799	A0139	Auburn Ford	12/7/2018	COMM 1ST	PMCHK00002514	\$1,315.83
17800	C0072	CIT Technology Fin. Serv., Inc	12/7/2018	COMM 1ST	PMCHK00002514	\$599.20
17801	C0075	Cintas Corporation	12/7/2018	COMM 1ST	PMCHK00002514	\$226.46
17802	C0113	Cooks Portable Toilets & Septi	12/7/2018	COMM 1ST	PMCHK00002514	\$1,680.45
17803	C0129	Cornerstone Environmental Cont	12/7/2018	COMM 1ST	PMCHK00002514	\$13,343.94
17804	C0131	Crusader Fence Co., Inc.	12/7/2018	COMM 1ST	PMCHK00002514	\$18,248.76
17805	D0010	Diamond Pacific	12/7/2018	COMM 1ST	PMCHK00002514	\$116.60
17806	D0077	Dudek	12/7/2018	COMM 1ST	PMCHK00002514	\$3,992.50
17807	G0092	Green Valley Security, Inc.	12/7/2018	COMM 1ST	PMCHK00002514	\$1,080.00
17808	H0060	HercRentals Inc.	12/7/2018	COMM 1ST	PMCHK00002514	\$1,000.00
17809	K0011	Kaiser Foundation Health Plan,	12/7/2018	COMM 1ST	PMCHK00002514	\$18,420.65
17810	L0016	Loomis Union School District	12/7/2018	COMM 1ST	PMCHK00002514	\$10,392.50
17811	L0027	Pat Larson	12/7/2018	COMM 1ST	PMCHK00002514	\$43.16
17812	M0019	Kahl Muscott	12/7/2018	COMM 1ST	PMCHK00002514	\$196.20
17813	N0003	Norris Electric, Inc.	12/7/2018	COMM 1ST	PMCHK00002514	\$1,755.52
17814	N0012	Nevada Irrigation District	12/7/2018	COMM 1ST	PMCHK00002514	\$2,070.80
17815	O0021	Amy Oddo	12/7/2018	COMM 1ST	PMCHK00002514	\$28.00
17816	P0023	PG&E	12/7/2018	COMM 1ST	PMCHK00002514	\$110.56
17817	S0067	Superfast Copy	12/7/2018	COMM 1ST	PMCHK00002514	\$26.55
17818	S0145	SCP Pool Distributors LLC	12/7/2018	COMM 1ST	PMCHK00002514	\$198.54
17819	S0154	Mike Scheele	12/7/2018	COMM 1ST	PMCHK00002514	\$217.46
17820	T0009	Stanley Convergent Security So	12/7/2018	COMM 1ST	PMCHK00002514	\$383.19
17821	T0046	Linda Donnelly DBA: 24 Seven F	12/7/2018	COMM 1ST	PMCHK00002514	\$138.00
17822	T1000	Transamerica Life Insurance	12/7/2018	COMM 1ST	PMCHK00002514	\$460.00
17823	TEMPE	Kari Ermolenko	12/7/2018	COMM 1ST	PMCHK00002514	\$120.00
17824	TEMPN	New Management, Inx.	12/7/2018	COMM 1ST	PMCHK00002514	\$79.37
17825	TEMPS	Seaquest	12/7/2018	COMM 1ST	PMCHK00002514	\$420.75
17826	U0016	Uptown Signs & Graphics, Inc.	12/7/2018	COMM 1ST	PMCHK00002514	\$193.05
17827	V0007	Verizon Wireless	12/7/2018	COMM 1ST	PMCHK00002514	\$753.64
17828	W0001	Walker's Office Supplies, Inc.	12/7/2018	COMM 1ST	PMCHK00002514	\$4,094.64
17829	W0044	Wave	12/7/2018	COMM 1ST	PMCHK00002514	\$1,913.79
17831	B0008	Burke Company, Inc.	12/10/2018	COMM 1ST	PMCHK00002516	\$112,935.10
17833	P0021	Petty Cash	12/13/2018	COMM 1ST	PMCHK00002518	\$274.83
17834	S1007	Stationary Engineers, Local 39	12/13/2018	COMM 1ST	PMCHK00002518	\$425.92
17835	TEMPG	Gimmie Cake Too	12/13/2018	COMM 1ST	PMCHK00002518	\$90.00
17832	U0019	US Bank	12/14/2018	COMM 1ST	PMCHK00002517	\$6,698.93
17836	P0095	Placer County Clerk	12/18/2018	COMM 1ST	PMCHK00002519	\$2,330.75
17837	1099-103	Terry Masten	12/21/2018	COMM 1ST	PMCHK00002520	\$139.75
17838	1099-104	Thomas Seibel	12/21/2018	COMM 1ST	PMCHK00002520	\$32.50
17839	1099-117	Juan Aceituno	12/21/2018	COMM 1ST	PMCHK00002520	\$325.00
17840	1099-193	Celena Polena	12/21/2018	COMM 1ST	PMCHK00002520	\$208.00
17841	1099-218	Auburn Gymnastics Center	12/21/2018	COMM 1ST	PMCHK00002520	\$487.75
17842	1099-243	Phillip Dallas	12/21/2018	COMM 1ST	PMCHK00002520	\$227.50
17843	1099-269	Deborah Lynn	12/21/2018	COMM 1ST	PMCHK00002520	\$234.00
17844	1099-291	Isaac Humber	12/21/2018	COMM 1ST	PMCHK00002520	\$234.00
17845	1099-313	Alison Lloyd	12/21/2018	COMM 1ST	PMCHK00002520	\$961.20
17846	1099-332	Danielle Herreid	12/21/2018	COMM 1ST	PMCHK00002520	\$252.00

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
17847	1099-343	Faith Petersen	12/21/2018	COMM 1ST	PMCHK00002520	\$264.00
17848	1099-358	Natalia Roberti	12/21/2018	COMM 1ST	PMCHK00002520	\$120.00
17849	1099-92	Paul Ellner	12/21/2018	COMM 1ST	PMCHK00002520	\$340.00
17850	A0001	Recology Auburn Placer	12/21/2018	COMM 1ST	PMCHK00002520	\$409.46
17851	A0018	Auburn Chamber of Commerce	12/21/2018	COMM 1ST	PMCHK00002520	\$155.00
17852	A0027	Recology Auburn Placer	12/21/2018	COMM 1ST	PMCHK00002520	\$1,244.63
17853	A0111	AllGood Driving School, Inc	12/21/2018	COMM 1ST	PMCHK00002520	\$30.00
17854	A1010	Advantage Martketing and Print	12/21/2018	COMM 1ST	PMCHK00002520	\$304.59
17855	B0062	BareBones WorkWear	12/21/2018	COMM 1ST	PMCHK00002520	\$359.20
17856	B0064	Blue Moon Designs	12/21/2018	COMM 1ST	PMCHK00002520	\$298.69
17857	B0069	Bidwell Water	12/21/2018	COMM 1ST	PMCHK00002520	\$152.00
17858	C0004	CAPRI	12/21/2018	COMM 1ST	PMCHK00002520	\$1,435.00
17859	C0044	CSDA	12/21/2018	COMM 1ST	PMCHK00002520	\$6,740.00
17860	C0061	California Computer Services	12/21/2018	COMM 1ST	PMCHK00002520	\$587.00
17861	C0111	Cal.net	12/21/2018	COMM 1ST	PMCHK00002520	\$66.90
17862	C0113	Cooks Portable Toilets & Septi	12/21/2018	COMM 1ST	PMCHK00002520	\$900.00
17863	C0121	Cole Huber LLP	12/21/2018	COMM 1ST	PMCHK00002520	\$1,033.09
17864	C0126	Donna-Renee Carlos	12/21/2018	COMM 1ST	PMCHK00002520	\$75.76
17865	C0130	Cirrus Group LLC	12/21/2018	COMM 1ST	PMCHK00002520	\$423.00
17866	D0010	Diamond Pacific	12/21/2018	COMM 1ST	PMCHK00002520	\$708.57
17867	D0025	Dawson Oil Company	12/21/2018	COMM 1ST	PMCHK00002520	\$2,365.09
17868	D0066	De Lage Landen Financial Servi	12/21/2018	COMM 1ST	PMCHK00002520	\$332.48
17869	G0006	Gold Country Media Publication	12/21/2018	COMM 1ST	PMCHK00002520	\$50.00
17870	G0027	Giuliani & Kull - Auburn Inc.	12/21/2018	COMM 1ST	PMCHK00002520	\$2,225.00
17871	G0045	GSSA	12/21/2018	COMM 1ST	PMCHK00002520	\$137.50
17872	H0002	Harris Industrial Gases	12/21/2018	COMM 1ST	PMCHK00002520	\$82.53
17873	I0010	Inland Business Systems	12/21/2018	COMM 1ST	PMCHK00002520	\$86.34
17874	L0027	Pat Larson	12/21/2018	COMM 1ST	PMCHK00002520	\$48.83
17875	M0011	Mallard Creek	12/21/2018	COMM 1ST	PMCHK00002520	\$4,931.78
17876	M0039	Meadow Vista Water Users Assoc	12/21/2018	COMM 1ST	PMCHK00002520	\$500.00
17877	M0098	Meadow Vista County Water Dist	12/21/2018	COMM 1ST	PMCHK00002520	\$716.08
17878	N0045	Near U CO2	12/21/2018	COMM 1ST	PMCHK00002520	\$255.19
17879	O0022	Ortiz Concrete	12/21/2018	COMM 1ST	PMCHK00002520	\$1,000.00
17880	P0001	Placer Farm Supply	12/21/2018	COMM 1ST	PMCHK00002520	\$2,153.75
17881	P0005	Placer County Water Agency	12/21/2018	COMM 1ST	PMCHK00002520	\$4,828.50
17882	P0007	Pacific Gas & Electric Company	12/21/2018	COMM 1ST	PMCHK00002520	\$9,551.31
17883	P0021	Petty Cash	12/21/2018	COMM 1ST	PMCHK00002520	\$164.95
17884	P0112	Pat Dowden	12/21/2018	COMM 1ST	PMCHK00002520	\$600.00
17885	R0073	Riebes Auto Parts	12/21/2018	COMM 1ST	PMCHK00002520	\$101.27
17886	R0074	Rainout Line	12/21/2018	COMM 1ST	PMCHK00002520	\$399.00
17887	S0050	Sierra Safety	12/21/2018	COMM 1ST	PMCHK00002520	\$146.72
17888	S0052	Sierra Custom Awards & More	12/21/2018	COMM 1ST	PMCHK00002520	\$32.12
17889	S0054	Souza's Tire Service	12/21/2018	COMM 1ST	PMCHK00002520	\$1,565.64
17890	S0094	Manouch Shirvanioun	12/21/2018	COMM 1ST	PMCHK00002520	\$70.85
17891	S0143	SMOA	12/21/2018	COMM 1ST	PMCHK00002520	\$847.00
17892	S0145	SCP Pool Distributors LLC	12/21/2018	COMM 1ST	PMCHK00002520	\$674.93
17893	S1000	State Of California/DOJ	12/21/2018	COMM 1ST	PMCHK00002520	\$72.00
17894	T0046	Linda Donnelly DBA: 24 Seven F	12/21/2018	COMM 1ST	PMCHK00002520	\$85.00
17895	TEMPA	Christine Allen	12/21/2018	COMM 1ST	PMCHK00002520	\$110.00
17896	TEMPF	Kristi Fuller	12/21/2018	COMM 1ST	PMCHK00002520	\$120.00
17897	TEMPG	Theanne Gruhlke	12/21/2018	COMM 1ST	PMCHK00002520	\$120.00
17898	TEMPI	Matthew Harris	12/21/2018	COMM 1ST	PMCHK00002520	\$120.00
17899	TEMPJ	Kristen Juarez	12/21/2018	COMM 1ST	PMCHK00002520	\$110.00
17900	TEMPM	Victoria Marshall	12/21/2018	COMM 1ST	PMCHK00002520	\$135.00
17901	TEMPO	Cinthia Orozco-Norcross	12/21/2018	COMM 1ST	PMCHK00002520	\$45.00
17902	TEMPP	Sabrina Reed	12/21/2018	COMM 1ST	PMCHK00002520	\$120.00
17903	TEMPS	Katie Schiavone	12/21/2018	COMM 1ST	PMCHK00002520	\$125.00
17904	TEMPW	Gerald Wolff	12/21/2018	COMM 1ST	PMCHK00002520	\$120.00
17905	V0004	Valley Truck & Tractor Co.	12/21/2018	COMM 1ST	PMCHK00002520	\$1,255.13
17906	W0001	Walker's Office Supplies, Inc.	12/21/2018	COMM 1ST	PMCHK00002520	\$119.07
17907	W0010	Waxie Sanitary Supply	12/21/2018	COMM 1ST	PMCHK00002520	\$1,614.89
17908	A0013	AT&T	12/28/2018	COMM 1ST	PMCHK00002521	\$60.00
17909	C0044	Gold Country Regional Chapter	12/28/2018	COMM 1ST	PMCHK00002521	\$35.00

Auburn Rec & Park  
 VENDOR CHECK REGISTER REPORT  
 Payables Management

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
17910	CO106	CORNFLOWER FARMS	12/28/2018	COMM 1ST	PMCHK00002521	
17911	MO104	Renatta Macintosh	12/28/2018	COMM 1ST	PMCHK00002521	\$617.25
17912	MO105	Misenti, Tonia	12/28/2018	COMM 1ST	PMCHK00002521	\$24.42
17913	SO131	Kasey Casl	12/28/2018	COMM 1ST	PMCHK00002521	\$56.07
17914	SO165	Debra Sierra	12/28/2018	COMM 1ST	PMCHK00002521	\$29.77
17915	S1007	Stationary Engineers, Local 39	12/28/2018	COMM 1ST	PMCHK00002521	\$21.47
17916	TEMPH	Rochel Howe	12/28/2018	COMM 1ST	PMCHK00002521	\$407.20
17917	TEMPS	Samantha Swanson	12/28/2018	COMM 1ST	PMCHK00002521	\$6.00
						\$45.00

Total Checks: 127

Total Amount of Checks: \$279,236.01

**SECTION: 5.0**

**ITEM: 5.3 REVIEW OF FINANCIALS FOR  
NOVEMBER, 2018**

**DESCRIPTION:**

**INFORMATION: SEE ATTACHED INFORMATION**

**STAFF  
RECOMMENDATION: REVIEW AND APPROVE FINANCIALS**

<b>PROFIT &amp; LOSS</b>												
<b>18/19 Approved Budget</b>												
	Approved Budget FY 18-19	% Of Total	Mid-Yr Revision FY 18-19	% Of Total	2018 Nov ACTUALS	Last Yr Nov Actuals	2018 YTD ACTUALS	2018 YTD BUDGET	Last Yr YTD ACTUALS			
<b>Operating Revenues</b>												
Program Revenue	1,114,565	20%	1,150,375	20%	61,247	53,449	941,282	895,930	855,080			
Facility Revenue	153,385	3%	155,985	3%	5,351	6,988	136,320	136,505	122,242			
Misc. Revenue	41,331	1%	54,451	1%	3,578	3,786	40,505	40,482	27,137			
Grants & Donations	33,755	1%	18,330	0%	10,873	8,635	21,650	13,970	34,285			
Interest Income	64,375	1%	65,415	1%	8,869	9,253	41,432	43,825	42,149			
Projects Revenue	331,800	6%	1,010,373	18%	187,736	-	250,936	231,936	-			
Tax Revenue	3,121,712	55%	3,154,645	55%	-	7,167	1,464,032	1,463,705	1,397,462			
In Kind/Atwood	22,381	0%	22,381	0%	-	-	9,982	9,981	9,981			
City Trust Apportionment	743,500	13%	127,800	2%	-	-	58,800	77,800	-			
<b>Total Operating Revenue</b>	<b>5,626,804</b>	<b>100.00</b>	<b>5,759,755</b>	<b>100.00</b>	<b>277,654</b>	<b>89,278</b>	<b>2,964,939</b>	<b>2,914,134</b>	<b>2,488,336</b>			
<b>Expenditures</b>												
Program Expense	233,650	4%	254,253	5%	10,685	10,711	188,899	197,978	190,109			
Operating & Supplies	370,580	7%	363,485	6%	20,227	28,533	221,891	250,322	230,142			
Utilities Expense	190,660	4%	211,486	4%	8,483	9,156	155,314	163,326	108,812			
Professional Services	44,780	1%	53,100	1%	817	9,972	30,122	28,330	24,036			
Building & Grounds Maintenance	373,695	7%	414,860	7%	20,043	36,681	246,693	276,710	251,692			
Property Tax Admin.	89,900	2%	89,700	2%	-	-	2,295	2,700	2,685			
Wages	2,240,948	41%	2,231,474	40%	224,480	144,436	1,486,909	1,486,000	1,275,838			
Benefits & Payroll Costs	790,332	15%	807,560	14%	73,541	65,546	549,573	560,725	493,740			
Fixed Asset Expense	134,800	2%	186,886	3%	13,047	4,706	170,671	165,854	23,901			
Capital Improvement Projects	968,300	18%	988,319	18%	211,933	15,041	563,536	567,160	231,563			
Debt Services	2,000	0%	2,000	0%	-	383	-	-	-			
<b>Total Expenditures</b>	<b>5,439,645</b>	<b>100.00</b>	<b>5,603,123</b>	<b>100.00</b>	<b>583,256</b>	<b>325,165</b>	<b>3,615,903</b>	<b>3,699,105</b>	<b>2,835,197</b>			
Net Revenue Over Expenditures	\$ 187,159	3.33	\$ 156,632	2.72	\$ (305,602)	(235,887)	(5650,964)	(5784,971)	(3346,861)			
Annual Contingency Reserve (1-2%)								Total	Total			
Annual Equip Replacement Reserve			\$ 80,000					\$ 450,000	\$ 450,000			
Future Capital Construction Reserve			\$ 10,000					\$ 854,762	\$ 920,531			
ADA Reserve			\$ 5,000					\$ 887,359	\$ 955,971			
CalPERS unfunded liability reserve			\$ 45,800					\$ 20,032	\$ 70,032			
<b>TOTAL RESERVE BALANCES</b>			\$ 15,832					\$ 137,400	\$ 45,800			
								\$ 2,349,553	\$ 2,442,334			



**Auburn Area Recreation and Park District**  
**Balance Sheet**  
**11/30/2018**

	Current YTD
<b>ASSETS</b>	
<u>Current Assets</u>	
Imprest Fund (Petty Cash)	\$580.00
First Foundation Bank	103,730.57
Placer County Treasure-General	2,786,967.76
Placer County Treasurer - City Trust	486,620.47
Accounts Receivable	6,047.32
A/R - 501C3 Group	5,000.00
PCOE Receivables	16,288.00
Prepaid Liability Expense	6,011.50
Prepaid Workers Comp Insurance	9,800.50
<b>TOTAL ASSETS</b>	<b>\$3,421,046.12</b>
<b>LIABILITIES AND NET PROFIT</b>	
<u>Current Liabilities</u>	
Prepaid Revenue	\$39.00
Gift Certificates	253.00
Compensated Absenses	141,804.51
Sales Tax Payable	975.34
Worker's Comp Payable	2,410.28
<b>Total Current Liabilities</b>	<b>\$145,482.13</b>
<u>Net Position</u>	
General Fund Balance	\$4,114,265.08
Net Profit (Loss)	(838,701.09)
<b>Total Net Postion</b>	<b>\$3,275,563.99</b>
<b>TOTAL LIABILITY AND NET POSITION</b>	<b>\$3,421,046.12</b>

**Auburn Recreation and Park District  
Balance Sheet  
As of 11/30/2018**

**ASSETS**

**Current Assets**

Petty Cash	580.00
First Foundation Bank	103,730.57
Placer County Treasurer – General Fund	2,786,967.76
Placer County Treasurer – City Trust	486,620.47
Accounts Receivable – ARD	6,047.32
Accounts Receivable – Friends of ARD (501c3)	5,000.00
PCOE Youth Services Receivable	16,288.00
Prepaid Workers Comp Insurance	9,800.50
Prepaid Liability Insurance	6,011.50

**Total Current Assets** **\$3,421,046.12**

**Fixed Assets**

Fixed Assets: Land	1,970,546.12
Fixed Assets: Structures	12,169,792.33
Fixed Assets: Equipment	978,353.28
Fixed Assets: Computer Equipment & Software	134,623.12
Fixed Assets: Vehicles	265,312.64
Fixed Assets: Office Furniture & Rec Equipment	95,457.72
Construction In Progress	642,109.95
Less: Accumulated Depreciation	<u>(9,493,406.19)</u>

**Total Fixed Assets** **\$6,762,788.97**

**TOTAL ASSETS** **\$10,183,835.09**

**Auburn Recreation and Park District  
Balance Sheet (Continued)  
As of 11/30/2018**

<b>LIABILITIES AND NET POSITON</b>	
<b>Current Liabilities</b>	
Prepaid Revenue	39.00
Gift Certificates	253.00
Compensated Absences	141,804.51
Sales Tax Payable	975.34
Worker's Comp Payable	<u>2,410.28</u>
<b>Total Current Liabilities</b>	<b>\$145,482.13</b>
<b>Fund Balances</b>	
Investments in Fixed Assets	6,762,788.97
GFB: Youth Assistance Fund	4,995.12
GFB: General Fund Balance	1,143,065.99
GFB: Cell Tower Reserves	122,459.24
RFB: Reserved (City Mitigation)	486,620.47
RFB: Equip Replacement Reserve	854,761.72
RFB: Contingency Reserve	450,000.00
RFB: Future Capital Construction	887,359.25
DFB: Arboretum Grant Fund	13,275.73
DFB: Designated – Atwood Fund	(5,362.73)
DFB: Atwood – Equipment Repl Fund	1,003.66
DFB: Calpers – Unfunded Liability Fund	137,400.00
DFB: ADA Reserves	20,031.75
DFB: Shockley Maint Fund	(1,345.12)
<b>Net Position</b>	<b>(838,701.09)</b>
<b>Total Assets</b>	<b>6,762,788.97</b>
<b>Total Unrestricted Funds GFB</b>	<b>1,267,271.70</b>
<b>Total Reserved Funds</b>	<b>2,678,615.16</b>
<b>Total Designated Funds</b>	<b>168,378.22</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b><u>\$10,183,835.09</u></b>

**SECTION: 5.0**

**ITEM: 5.4 REVIEW OF FINANCIALS FOR  
DECEMBER, 2018**

**DESCRIPTION:**

**INFORMATION: SEE ATTACHED INFORMATION**

**STAFF  
RECOMMENDATION: REVIEW AND APPROVE FINANCIALS**

<b>PROFIT &amp; LOSS</b>									
<b>18/19 Approved Budget</b>									
	Approved Budget FY 18-19	% Of Total	Mid-Yr Revision FY 18-19	% Of Total	2018 Dec ACTUALS	Last Yr Dec Actuals	2018 YTD ACTUALS	2018 YTD BUDGET	Last Yr YTD ACTUALS
Operating Revenues	1,114,565	20%	1,150,375	20%	47,772	60,852	989,054	945,400	915,933
Program Revenue	153,385	3%	155,985	3%	6,132	6,292	142,453	144,299	128,534
Facility Revenue	41,331	1%	54,451	1%	4,209	2,054	44,714	43,036	29,191
Misc. Revenue	33,755	1%	18,330	0%	17,536	3,395	39,186	17,270	37,680
Grants & Donations	64,375	1%	65,415	1%	6,541	4,938	47,973	47,555	47,087
Interest Income	331,800	6%	1,010,373	18%	65,000	-	128,200	110,128	-
Projects Revenue	3,121,712	55%	3,154,645	55%	2,205	1,627,632	1,466,237	1,464,902	3,002,915
Tax Revenue	22,381	0%	22,381	0%	-	-	9,982	9,981	22,179
In Kind/Atwood	743,500	13%	127,800	2%	-	-	58,800	77,800	-
City Trust Apportionment	5,626,804	100.00%	5,759,755	100.00%	149,395	1,705,163	2,926,599	2,860,371	4,183,519
Total Operating Revenue									
Expenditures									
Program Expense	233,650	4%	254,253	5%	16,910	8,678	205,809	204,218	198,788
Operating & Supplies	370,580	7%	363,485	6%	37,438	30,414	259,329	279,202	260,556
Utilities Expense	190,660	4%	211,486	4%	16,570	12,471	171,884	176,846	121,283
Professional Services	44,780	1%	53,100	1%	2,220	3,176	32,342	31,430	27,212
Building & Grounds Maintenance	373,695	7%	414,860	7%	33,258	30,817	279,952	283,235	282,509
Property Tax Admin.	89,900	2%	89,700	2%	-	48,408	2,295	2,700	51,093
Wages	2,240,948	41%	2,231,474	40%	179,538	251,789	1,666,448	1,673,223	1,527,627
Benefits & Payroll Costs	790,332	15%	807,560	14%	61,306	73,749	610,879	624,779	567,489
Fixed Asset Expense	134,800	2%	186,886	3%	-	9,438	170,671	165,854	33,338
Capital Improvement Projects	968,300	18%	988,319	18%	158,652	23,735	608,753	632,260	255,297
Debt Services	2,000	0%	2,000	0%	-	383	-	-	3,062
Total Expenditures	5,439,645	100.00%	5,603,123	100.00%	505,892	493,058	4,008,362	4,073,747	3,328,254
Net Revenue Over Expenditures	\$ 187,159	3.33	\$ 156,632	2.72	\$ (358,497)	1,212,105	(\$1,081,763)	(\$1,213,376)	\$855,265
Annual Contingency Reserve (1-2%)								Total	Total
Annual Equip Replacement Reserve			\$ 80,000					\$ 450,000	\$ 450,000
Future Capital Construction Reserve			\$ 10,000					\$ 822,282	\$ 920,531
ADA Reserve			\$ 5,000					\$ 887,359	\$ 955,971
CalPERS unfunded liability reserve			\$ 45,800					\$ 20,032	\$ 70,032
<b>TOTAL RESERVE BALANCES</b>								\$ 137,400	\$ 45,800
			Net Position \$			15,832		\$ 2,317,073	\$ 2,442,334

**Auburn Area Recreation and Park District**  
**Balance Sheet**  
**12/31/2018**

	Current YTD
<b>ASSETS</b>	
<u>Current Assets</u>	
Imprest Fund (Petty Cash)	\$580.00
First Foundation Bank	97,981.82
Placer County Treasure-General	2,555,539.22
Placer County Treasurer - City Trust	487,120.47
Accounts Receivable	742.01
A/R - 501C3 Group	5,000.00
PCOE Receivables	14,059.00
Prepaid Workers Comp Insurance	1,359.33
<b>TOTAL ASSETS</b>	<b>\$3,162,381.85</b>
<b>LIABILITIES AND NET PROFIT</b>	
<u>Current Liabilities</u>	
Prepaid Revenue	\$39.00
Gift Certificates	313.00
Compensated Absenses	128,542.62
Sales Tax Payable	985.48
<b>Total Current Liabilities</b>	<b>\$129,880.10</b>
<u>Net Position</u>	
General Fund Balance	\$4,114,265.08
Net Profit (Loss)	(1,081,763.33)
<b>Total Net Postion</b>	<b>\$3,032,501.75</b>
<b>TOTAL LIABILITY AND NET POSITION</b>	<b>\$3,162,381.85</b>

**Auburn Recreation and Park District  
Balance Sheet  
As of 12/31/2018**

**ASSETS**

**Current Assets**

Petty Cash	580.00
First Foundation Bank	97,981.82
Placer County Treasurer – General Fund	2,555,539.22
Placer County Treasurer – City Trust	487,120.47
Accounts Receivable – ARD	742.01
Accounts Receivable – Friends of ARD (501c3)	5,000.00
PCOE Youth Services Receivable	14,059.00
Prepaid Workers Comp Insurance	1,359.33
Prepaid Liability Insurance	0.00

**Total Current Assets** **\$3,162,381.85**

**Fixed Assets**

Fixed Assets: Land	1,970,546.12
Fixed Assets: Structures	12,169,792.33
Fixed Assets: Equipment	978,353.28
Fixed Assets: Computer Equipment & Software	134,623.12
Fixed Assets: Vehicles	265,312.64
Fixed Assets: Office Furniture & Rec Equipment	95,457.72
Construction In Progress	642,109.95
Less: Accumulated Depreciation	<u>(9,493,406.19)</u>

**Total Fixed Assets** **\$6,762,788.97**

**TOTAL ASSETS** **\$9,925,170.82**

**Auburn Recreation and Park District  
Balance Sheet (Continued)  
As of 12/31/2018**

<b>LIABILITIES AND NET POSITON</b>	
Current Liabilities	
Prepaid Revenue	39.00
Gift Certificates	313.00
Compensated Absences	128,542.62
Sales Tax Payable	985.48
Worker's Comp Payable	0.00
	0.00
<b>Total Current Liabilities</b>	<b>\$129,880.10</b>
Fund Balances	
Investments in Fixed Assets	6,762,788.97
GFB: Youth Assistance Fund	22,094.12
GFB: General Fund Balance	1,126,236.25
GFB: Cell Tower Reserves	122,459.24
RFB: Reserved (City Mitigation)	487,120.47
RFB: Equip Replacement Reserve	854,761.72
RFB: Contingency Reserve	450,000.00
RFB: Future Capital Construction	887,359.25
DFB: Arboretum Grant Fund	13,275.73
DFB: Designated – Atwood Fund	(7,477.11)
DFB: Atwood – Equipment Repl Fund	1,003.66
DFB: Calpers – Unfunded Liability Fund	137,400.00
DFB: ADA Reserves	20,031.75
DFB: Shockley Maint Fund	0.00
<b>Net Position</b>	<b>(1,081,763.33)</b>
<b>Total Assets</b>	<b>6,762,788.97</b>
<b>Total Unrestricted Funds GFB</b>	<b>1,267,271.70</b>
<b>Total Reserved Funds</b>	<b>2,678,615.16</b>
<b>Total Designated Funds</b>	<b>168,378.22</b>
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b><u>\$9,925,170.82</u></b>



## **Item 5.5 Cover Sheet: Resolution #2019-01: Transfer of Capital Construction Reserves**

**Auburn Area Recreation and Park District Jan, 2019 Finance committee meeting, Jan. 2019 Board of Directors meeting**

**The Issue:** Shall the Auburn Area Recreation and Park District (District) approve and adopt Resolution #2019-01, a resolution authorizing the transfer of funds from the Capital Construction Reserves in the amount of \$214,720 to reimburse the general fund for the purchase and installation of the New South End Playground at Regional Park and the Marsha Skinner Sierra Pool Renovation Project?

**Background:** On September 27, 2018, the Board of Directors authorized an updated Project List authorizing 230,000 for the Marsha Skinner Sierra Pool Renovation Project, of which \$205,000 to be spent from the Capital Construction Reserve Fund. The Board of Directors authorized \$130,000 for the Regional Park South End Playground Replacement, \$18,000 to be funded by the Capital Construction Reserve Fund and the remaining \$110,000 to be paid from County Mitigation funds. The ADA Path of Travel was agreed to be moved to the 2019-2020 Project List.

At the October 25<sup>th</sup>, 2018 Board meeting, the Board of Directors approved the Mid-Year budget revision to include September's changes.

Burke Company, Inc was awarded the contract for the purchase and installation of the New South End Playground. The District spent a total of \$119,720 to handle all of the necessary requirements to complete the installation of the new equipment. All expenses were paid out of the general fund.

Adams Pool Specialties was awarded the contract for the renovations and improvements to the Marsha Skinner Sierra Pool. The District spent a total of \$234,592 to handle all of the necessary requirements to complete the project. All expenses were paid out of the general fund.

### **Recommendation:**

The Finance Committee reviewed and recommended approval of Resolution #2019-01, a resolution approving the transfer of the Capital Construction Reserves in the amount of \$214,720 to the General Fund as this is an appropriate use of these reserves. This item was forwarded to the Board of Directors for review and adoption.

**Attachment:** Resolution Number 2019-01

RESOLUTION NUMBER 2019 - 01

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE  
AUBURN AREA RECREATION AND PARK DISTRICT APPROVING THE  
TRANSFER OF FUNDS IN THE AMOUNT OF \$214,720 FROM THE CAPITAL  
CONSTRUCTION RESERVES FUND TO THE GENERAL FUND

WHEREAS, in October 2018, the Auburn Area Recreation & Park District Board of Directors approved the project list for Fiscal Year 2018/2019 Mid-Year Budget Revision, and;

WHEREAS, one of the approved projects, the Regional Park South End Playground Replacement have been completed and reserve funds need to be transferred, and;

WHEREAS, one of the approve projects, the Marsha Skinner Sierra Pool Renovation Project have been completed and reserve funds need to be transferred, and;

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

That the Auburn Area Recreation and Park District Board of Directors hereby transfers \$214,720 from the Capital Construction Reserves Fund Account for completion of the Regional Park South End Playground Replacement and the Marsha Skinner Sierra Pool Renovation Project to the General Fund.

APPROVED, PASSED, AND ADOPTED ON January 31, 2019 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

---

James S. Ferris  
Chairman of the Governing Board

ATTEST:

---

Clerk to the Governing Board

**SECTION: 6.0**

**BOARD REPORTS, FEE WAIVER LOG,  
VANDALISM REPORTS & PROJECT  
ACTIVITY REPORT**

**INFORMATION:**

**SEE ATTACHMENTS**

**Kahl Muscott**  
**District Administrator**  
**Report to the Board of Directors**  
**January, 2019**

- There are still no arrests or citations for the vehicle-caused vandalism that occurred at Regional Park on January 8<sup>th</sup>. PCSO has the information (including videos and license plate info) and said they will contact me when something happens.
- The 90% Bike Park plans have been submitted to USBR.
- The recent storms led to leaks in the Rec Park community center (in 2 -3 locations), the Rec Park gym (along some unsealed windows) and the Regional Park gym (along the gutter). Work on repairing or getting quotes to repair is already happening.
- We lost five trees in the January storms, including one large oak.
- The CVCC toilets and sinks were closed for use on Tuesday and Wednesday (1/22 and 1/23) as PCWA made repairs to our sewer lift station.
- We were notified that Bill Bloise, ARD's Facilities and Grounds Manager approximately 20 years ago, passed away.
- Staff have been struggling with a rat and mice infestation at the Christian Valley Park Tutor Totter building. Pest Control experts are helping out, but there are limitations on what we can use because there is a pre-school there (no poisons; limited areas we can set traps).
- PBM Construction made repairs to the footing that supports one of the James Field light towers. Erosion and ground squirrels have taken away some of the earth surrounding the footing. An engineer was called out to design this repair.
- Work on the Shockley Property fuel load reduction is almost complete.
- Active Shooter and Sexual Harassment trainings will take place beginning in late January/early February.

**Meetings and events attended or scheduled to attend**

1/2: Ryan Kinnan, Chief, Auburn Police Dept. re: homeless interactions  
1/3: Jason Davis re: setting up Active Shooter Training  
1/8: Rotary  
1/9: CPRS DII Administrator's Section meeting  
1/9: ARD Strategic Plan Committee  
1/10: G&K Engineers re: Auburn Bike Park  
1/14: Andy Fisher re: ARD projects and Mitigation Funding  
1/15: Rotary  
1/22: A&D Committee  
1/22: Rotary  
1/23: Policy Committee  
1/23: Finance Committee  
1/24: Facility Attendant Interview  
1/25: Bike Park site walk  
1/28: Reclamation and State Parks re: Auburn Interface  
1/29: Webinar re: Liability and Board best practices  
1/29: Rotary  
1/30: Gold Country Chapter CSDA meeting and workshop  
1/31: Active Shooter Training, part 1

**Veona Galbraith**  
**Administrative Services Manager**  
**Report to the Board of Directors**  
**January, 2019**

- We received the \$65,000 from County Mitigation Funds for the Meadow Vista Restroom and Path of Travel Project.
- We didn't receive Financial Reports from the County in time to record the Tax Revenues for December. Last year December Financials we were able to record the tax revenues, this is evident in the P & L Summary Sheet.
- Program Revenue is up \$40,000 over budget mainly due to; Youth Services \$20,000, Adult Classes \$6,000, Youth Basketball \$7,000, Obstacle Scramble \$6,000.
- Grants and Donations are up due to the Jansen's generous donation in December.
- Operations and Supplies are coming in \$19,000 under budget partly due to some \$5,000 cuts in Garbage Service.
- New HVAC installed at Recreation Park, Recreation Department Offices.
- Electrical installation at Recreation Park, for new Security System

**Appointments to Note for Dec-Jan:**

- Met with Matt Durarte, new Executive Director of CAPRI.
- Install training for new Inland software
- Fee Adjustment Meetings with Department Heads
- Met with Placer County Sherriff, Jason Davis, concerning Active Shooter Training
- Fixed Asset meeting with Jesse, Manager of Facilities and Grounds
- Prevailing Wage Webinar
- Strategic Planning Meeting

**Jesse Williams**  
**Facilities & Grounds Manager**  
**Report to the Board of Directors**  
**January, 2019**

**Ashford Park:**

- Replaced a post on the black iron fencing near the entrance to the Ashley Memorial Dog Park.
- Replaced a broken toilet seat.

**Christian Valley Park:**

- Started repairing the chain link fencing throughout the park.

**Recreation Park:**

- Repaired the tail gate handle on the #05 truck
- Put six new tires on the #22 truck.
- Repaired the backup camera on the #23 van.

- Ortiz Concrete sanded down rough areas and applied a new coat of epoxy and topcoat to the entire surface of the Splash Pool.
- Serviced the 2013 John Deere 4x2.

**Regional Park:**

- Continued repairing the Facilities and Grounds sheds one through six.
- Norris Electric upgraded six walkway lights to LED's.
- Put up ten additional "Park Closed Dusk till Dawn" signs.
- Upgraded the breezeway lighting to LED's.
- Installed 192 yards of ShockAb Playground Chips in the new playground.
- Vandals joy rode through the park causing severe damage to the turf in some areas.

**Mike Scheele**

**Project Manager/Landscape Architect**

**Report to the Board of Directors**

**January, 2019**

- **ARD Bike Park Project:** 90% construction documents (CD'S) were transmitted to the Bureau of Reclamation for their review and comment on 1-17-19. District does not know how long this will take but BOR is aware that the District is on a fast schedule to put the project out to bid. Remaining 10% CD work includes refinement of pump track drainage system, jump track drainage method, ground-truthing schematic bike park trails, overlook picnic area refinement, rules signage, specifications editing etc. Staff, project engineer and bike park advocates met at the site on 1-25-19 to refine bike path trail alignments.
- **Regional Park South Play Structure Replacement:** *NO NEW ACTION.* Play structure installation is complete. Staff is preparing construction documents for a concrete ramp to be installed from the adjacent parking lot to play structure for ADA compliance.
- **Regional Park South ADA Access Project:** Design is nearly complete and will be sent out to one or two contractors for value engineering and preliminary pricing prior to being put out to formal bid.
- **Regional Park Irrigation Pump System Improvements:** New irrigation pump station brand has been chosen (Rain bird), engineers estimate being obtained and project to be put out to formal bid last week of January. Bid opening is anticipated mid-February with low bid going to the board at the 2-28-19 meeting. New system installation will have to be done in the rainy season and staff will need to be manually opening the valves until then if required.
- **Recreation Park Sierra Pool Re-plastering:** Project is complete.
- **O&D Plan:** *NO NEW ACTION.* USBR has finally approved the document and the Board approved the plan at the July Meeting.
- **Riparian Management Plan/Streambed Alteration Agreement:** The agreement with CADFW (Ca. Department of Fish and Wildlife) has been received. Staff is coordinating work days.
- **24 Acre Project:** Staff and the A&D Committee performed a grant/funding analysis at the 1-22-19 meeting and have been preparing scenarios on what it would take to start a first phase of this project (conduct CEQA, construct the access road & parking, bathroom and two walking trails).
- **Miscellaneous Items:** ADA improvements and asphalt patching at Recreation Park project, light tower footing protective concrete slab at James Field (Completer), tree canopy assessments/evaluations and resultant pruning & removals at various parks, new

self-cleaning filter at Meadow Vista Park irrigation pump (project starting 1-29-19), updates of monthly Board reports and A&D Project Activity Reports etc.

**Manouch Shirvanioun**  
**Marketing & Customer Service**  
**Report to the Board of Directors**  
**January, 2019**

	12/1/18 -12/31/18	12/1/17 -12/31/17
Activity Registrations	\$7,500	\$8,000
Day Care/Discovery payments	\$33,000	\$34,000
Facility payments/reservations	\$ 7,000	\$12,000

Met with ALL's president and reviewed their season schedule  
 Working with different user groups for James field  
 Met with a new renter (Bridge Club). Starting in February, they will start using the Sierra room weekly  
 Worked with Placer County Sheriff Office to use our facilities in February for written test for applicants  
 Met with Debbie and her staff from Newcastle-training on the new online system. This site started to have parents pay online using the new system. So far so good. The remaining sites (Alta Vista, Skyridge, and Auburn Elm) will go online in March.

Reviewed and approved fee waiver requests  
 Chamber Ambassador visit  
 Leadership Auburn

**Sheryl Petersen**  
**Recreation Services Manager**  
**Report to the Board of Directors**  
**January, 2019**

- Meetings attended: ASR (3), SF(2)Met with Debie Dahl of Maki on sponsor opportunities, UKE (2), AARC, SCB, VFCAL
- Winter Guide out
- Sponsor packets are being developed for 2019
- YDL started Saturday games
- Follow up for grants for String Fling and Ukulele Festival
- Met with Juli on website purging and new vendor forms for events
- Met with Kahl and Veona on fee increases
- Met with Robalos parent on morning swim program for triathletes
- Met with Live Oak School: Summer Camps
- Met with teachers regarding home school opportunities 2019
- Met with Auburn Community Service Day Committee
- Secured appointment with Mitch, owner of Mobile Rock
- Met with Julann from AUSD Board to discuss a future partnership
- Worked with Paula to assign food trucks to ask to 2019 events

AARC – All American Rib Cookoff, ACHF-Auburn Community Harvest Festival, ASR- Auburn Sunset Rotary, PIP-Party in the Park, SCB- Senior Center Board, SF String Fling, SHF-Auburn Senior Health Fair, UKE- Ukulele Festival, VFCAL-Valley Foothills Competitive Aquatics League,

**Coming up this Month**

**February**

<b>1</b>	<b>Master Swim Begins</b>	<b>Sierra Pool</b>
<b>18</b>	<b>President's Day</b>	<b>Offices Closed</b>
<b>18-22</b>	<b>President's week camps</b>	
<b>19-22</b>	<b>Discovery Day Camp</b>	<b>Recreation Park</b>
<b>28</b>	<b>ARD Board Meeting</b>	<b>CVCC</b>

**Debbie Thomas**

**Youth Services Manager**

**Report to the Board of Directors**

**January, 2019**

- Day camp in session the first week of January through the 7<sup>th</sup>. Began planning for February's President's week camp.
- Alta Vista Discovery Club was asked by the principal to participate in a Martin Luther King's Day assembly on January 18 by performing a song appropriate to the holiday.
- Met with Manouch and the Newcastle Director to finalize the procedure for transferring parents onto the new system for registration and payments. Kinder Ready Kids completed the switchover this month. After Newcastle in February, the other 3 sites will implement the change.
- Four staff reviews in January
- Met with returning preschool teacher to rehire as a substitute.
- Meeting with Discovery Club directors to set the summer day camp schedule and begin preliminary planning.
- Attended CPRS' Camp Cloud at El Dorado Hills CSD on January 25<sup>th</sup>
- Sierra College/CSUS new semester began for six of our staff.
- Met with Kahl and Veona regarding rate increases for summer and next school year.
- Finance meeting Jan. 23<sup>rd</sup>; Active Shooter training on January 31<sup>st</sup>
- Sam's Club purchasing
- Bookmobile visits Discovery Clubs on Mondays



FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Apr-18	Jean Hixon	Western States Trail Foundation-Foothills Room	\$180.00	\$60.00	\$180.00			
Apr-18	Cheryl Essex	CA State Park and Bureau of Reclamation	\$200.00	\$0.00	\$200.00	Multi Agencies Meeting		
							\$380.00	\$380.00
May-18	Paula Nannizzi	Placer County HHS- Recovery Happens Picnic Sites at Recreation Park	\$250.00	\$90.00	\$165.00	No		
May-18	Sesi Catalano	Western States Trail Foundation-Foothills Room	\$157.50	\$0.00	\$157.50	No		
May-18	Laura Dierssen	Placer Hills Education Foundation Meadow Vista Picnic sites	\$225.00	\$120.00	\$112.50	No		
							\$435.00	\$815.00
Jun-18	Jean Hixon	Western States Trail Foundation-Sierra Room	\$202.50	\$0.00	\$202.50	No		
Jun-18	Herb Grounds	Feed The Hungry of Auburn-Picnic areas Recreation Park	\$100.00	\$60.00	\$50.00	No		
Jun-18	Chris Peikert	Freedom Church- Picnic 1 & 2 Regional Park	\$100.00	\$60.00	\$50.00	No		
							\$402.50	\$1,217.50
Jul-18	Frida Diaz	Child Advocates of Placer County-Recreation Park Picnic site #1	\$50.00	\$30.00	\$25.00	No		
Jul-18	Jim Moore	Auburn Host Lions Club- Recreation Park picnic sites 1 and 2	\$100.00	\$60.00	\$50.00	No		
Jul-18	Bree Renz	Auburn Eck Center/CA Satsang Society- Lakeside Room	\$200.00	\$30.00	\$180.00	No		
							\$350.00	\$1,567.50
Aug-18	Courtney Portlock	American Foundation for Suicide Prevention- Railroad Park fields A and B	\$219.60	\$60.00	\$197.64	No		
Aug-18	Keith Nesbitt	Auburn Chamber-Leadership Auburn Alumni Event Splash Pool Area	\$300.00	\$60.00	\$270.00	No		
							\$467.64	\$2,035.14

FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Sep-19	Karen Montgomery	Bowman PTO-Using Railhead B for a 5K fundraising run	\$140.10	\$60.00	\$112.08	NO		
Sep-19	Barb Webb	Collfax High School Leadership-Using MV Picnic sites <b>CANCELLED</b>	\$255.00	\$90.00		No		
Oct-18	Connie Burns	Auburn Sunset Rotary-Bocce Courts	\$160.00	\$30.00	\$128.00	No	\$112.08	\$2,147.22
Oct-18	Jean Hixon	Western States Trail Foundation-Foothills Room	\$180.00	\$60.00	\$180.00	NO		
Oct-18	Craig Thornley	Western States Endurance Run- Foothills Room	\$200.00	\$60.00	\$200.00	NO		
Nov-18	Kathy Van Dam	Girl Scouts 49er Services Unit-Sierra Room and Canyon View Room	\$337.50	\$60.00	\$270.00	No	\$508.00	\$2,656.22
Nov-18	Michaela Bunker	Girl Scouts Heart of Central California-Canyon View, Foothills, Sierra, Board & Sunset	\$435.00	\$60 Costd+ \$50 OOD	\$348.00	No		
Dec-18	Christine Pieper	California Native Plant Society-Sunset Room for 1/30 and 1/31	\$480.00	\$60.00	\$432.00	No	\$618.00	\$3,273.22
Jan-19	Caryn Perry	Foothill Outfitters Guild-Regional Gym and Lakeside Room	\$3,340.00	\$802.50	Pending			
Jan-19	Denise Di Miceli	Auburn Senior Center-Picnic sites and Bocce Courts at Recreation Park	\$130.00	\$30.00	\$89.00	No		
Jan-19	Jean Hixon	Western States Trail-American River Room	\$200.00	\$0.00	\$200.00	No		
Jan-19	Emma Lujan	Toy Run- Regional Gym and Picnic sites at Recreation Park	\$373.00	\$60.00	\$335.70	No		
Jan-19	Brandy Hudspeth	The Gathering Inn- Lakeside Room	\$180.00	\$30.00	\$160.00	No		

FEE WAIVER LOG

DATE	NAME	ORGANIZATION	RENTAL FEES	CUSTODIAL AND PERMIT FEES	WAIVED FEES	CO-SPONSORED EVENT	MONTHLY TOTAL	YTD TOTAL
Jan-19	Rober Foster	Special Olympics of N. CA- Regional Gym	\$463.00	\$240.00	\$234.00	No		
							\$1,018.70	\$4,723.92

1/23/2019

VANDALISM REPORT

DATE	LOCATION	VANDALISM	LABOR COSTS	MATERIAL COSTS
12/14/2018	Ashford Park	(2) Broken toilet seats	\$0.00	\$643.40 (vandalism proof toilet seats)
1/8/2019	Regional Park	Off roaders caused big ruts at Regional where the ARD events take place. Not fixed yet because of rain, needs to drain because it flooded. Topsoil and overseed will be put in after it has drained and dried.	\$0.00	\$0.00
Total labor costs			\$0	\$643.40
			Total material costs	

2019/2020 PROJECT ACTIVITY REPORT		UPDATED 1/15/19	
PROJECT	EST. COST	NOTES	EST. COMPLETED
<b>CREATION PARK</b>			
erra Pool Re-Plastering (2017/2018)	185,000.00	Project is complete. Needs Board walk-through & Notice Of Completion.	NOVEMBER 2018
eacher Shade Structure (2017/2018)	150,000.00	Project, including the surrounding fence work and some additional fencing safety modifications, is completed.	MAY 2018
<b>LACER HILLS POOL</b>			
SA Path of Travel (2016/2017)	10,000.00	Sidewalk path of travel has been found to be in acceptable ADA shape but the parking lot asphalt and ADA striping could use renovation. Additionally there is a significant drainage problem trapping a large puddle of water that needs to be studied.	JUNE 2019
<b>REGIONAL PARK</b>			
egional Park South Play Structure and SA ramp (2017/2018)	170,000.00	Project is complete. Needs Board walk-through & Notice Of Completion.	DECEMBER 2018
SA Pathway Repairs Project (2017/2018)	55,000.00	Project completed.	AUGUST 2018
SA Creek Picnic ADA parking and path improvements (2015/2016)	15,000.00	Project completed.	AUGUST 2018
SA Path of Travel Tennis Courts (11/18/2019)	41,500.00	Staff to design ADA access improvements in Spring 2019 with bidding and construction to follow in Summer.	JUNE 2019
SA Irrigation Pump Improvements (1. Inlet Gate Valve 2. Pump 3. Filter) (11/17/2018)	90,000.00	New irrigation pump station equipment has been selected (Rainbird). Project will be put out to formal bid ASAP.	WINTER 2018/19
SA Security Cameras at Gym/Lakeside (11/18/2019)	25,000.00	Project has been completed.	JUNE 2018

<b>VERLOOK PARK</b>										JUNE/JULY 2019
Restroom ADA Upgrades (2018/2019)		25,000.00		Staff planning on hiring consultant to prepare construction documents in the Spring with Summer 2019 bidding and construction.						
Painting and CEQA (2016/2017)		90,000.00		Project to be pushed back due to review delays at USBR						TBD
<b>VCC</b>										
Verlook Park - Design, CEQA, NEPA etc. (2014/2015)		100,000.00		The signed FONSI (Finding Of No Significant Impact) from the USBOR was finally received July 2nd.						JULY 2018
Verlook Park - Construction (2015/2016)		175,000.00		Project plans are at 90% and scheduled to be sent to the BOR week of Jan. 21st for their review with final touches being applied to the plans and bid docs being prepared during the review. After this all final comments will be incorporated into the bid docs and the project will be taken to the 100% stage, any required permits will be obtained and then put out to bid.						BID JAN/FEB 2019, CONSTRUCT SPRING 2019
Maidu Drive Repair (2018/2019)		50,000.00		Staff has obtained a scope of work and budget cost estimate to re-pave (grind, patch, fabric and 2" overlay) the "ARD Section" of Maidu Drive. Estimate came in at approximately 115K which is lower than previously thought. Hopefully this will help spur the project ahead with BOR and State Parks chipping in with the ARD 50K pledge and allowing the project to be put out to bid and constructed. ARD has pledged to put forward 50K towards the project but is requesting this be cut in half due to the cost estimate coming in at less than half of what was planned. BOR came back and said their engineering division submitted that this road repair would be about 600K. Obviously different scopes of work are being compared and the District has invited them up for a site visit to agree on what the scope of work will be.						TBD
<b>EADOW VISTA PARK</b>										
A Restroom Interior Renovation (17/2018)		60,000.00		Project has been completed and restrooms have been opened back up to the public.						MARCH/APRIL 2018
King Lot Re-seal/Re-Stripe (2018/2019)		10,000.00		Parking lot maintenance project is planned for Spring 2019.						MARCH 2019
<b>ERATION AND DEV. PLAN</b>										
EA/NEPA (2014/2015)		25,000.00		USBR Approved the document in June and District Board approved in July.						JULY 2018



<b>ARMED FORCES</b>			
<b>AVILLION/GARDEN</b>			
Site Improvements (2017/2018)	10,000.00	Funding for this project is on hold pending information from associated non-profit.	TBD
<b>MULTI-PARK ITEMS</b>			
Streambed Alteration Agreement (016/2017)	44,000.00	The Draft Vegetative Management Plan IS/MND (Initial Study/Mitigated Negative Declaration) was accepted by the Board in December.	TBD
Carry over projects from 2018/2019 list in BELLOW			
<b>Fiscal Year Projects Total:</b>	<b>1,330,500.00</b>		

## **Item 8.1 Cover sheet – Fee Waiver Request for Foothill Quilters Guild**

**Auburn Area Recreation and Park District (ARD) Standing Finance Committee Meeting  
January, 2019, Board of Directors Meeting January, 2019**

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) approve a fee waiver for Foothill Quilters Guild's use of Regional Park Lakeside Room and Gym?

Provided below is the District's Policy & Procedures for Fee Waivers:

### **XXX. Policy & Procedures for Fee Waivers**

Fee waivers may be granted to non-profit organizations, schools, other public agencies and ARD co-sponsored events for once per year, annual events or rentals. The following rules will apply to Fee Waivers:

- A. A 10% processing fee will be charged for all fee waivers. This fee does not apply to peak usage rentals paying 50%.
- B. A minimum 20% fee will be applied to all groups that charge admission or do not meet at least one of the following criteria:
  - 1. The non-profit charity/agency must provide a service that complements or enhances services provided by ARD.
  - 2. There is an identifiable secondary benefit to ARD.
  - 3. The charity/agency provides a service that ARD would provide but chooses not to.

This fee does not apply to peak usage rentals paying 50%.

- C. During peak usage times, fee waivers will normally not exceed 50% of the current fees. Custodial and alcohol fees will normally not be waived during these peak periods.

Peak usage times for facilities area as follows:

Picnic Units: April – October  
Gymnasiums: December – March  
Baseball fields: February – July  
Soccer fields: July – November  
Swimming pools: May – July

- D. ARD staff can approve fee waivers up to a dollar amount of \$1,500. Fee waivers over this amount will be sent to the Finance Committee and finally to the Consent Calendar. Denied fee waivers can be appealed to the ARD Board of Directors. Appeals should be made in writing and sent to the Customer Service/Marketing Manager at least 7 days before the next ARD Board of Director's meeting.



E. The person or organization making the fee waiver request should be responsible for the following:

1. Paying applicable custodial, set up/take down fee.
2. Paying the alcohol fee, if applicable.
3. Special Events – paying the current rate per hour/person for staffing the event (one maintenance worker per 500 attendees).
4. Special Events – events over 250 attendees require a dumpster.
5. Special Events – events with 400 + attendees will require one portable toilet. Add 1 portable toilet for every 200 additional attendees.
6. Special Events – in most cases the person/organization requesting the fee waiver will take care of trash, bathrooms, etc.

### **Recommendation**

The Standing Finance Committee reviewed the fee waiver request and forwarded it to the Board of Directors with a recommendation to waive an additional \$167.00 in fees.

### **Attachments**

Fee Waiver Request  
Fee Waiver Request and Application  
Letter to ARD from Foothill Quilters Guild  
Facility Reservation  
Non-profit status letter for Foothill Quilters Guild

**FEE WAIVER REQUEST**

**PERSON MAKING REQUEST** Caryn Perry , Facility Chair

**NAME OF THE ORGANIZATION** Foothill Quilters Guild

**IRS/NON PROFIT TAX ID NUMBER** 68-0016773

**ADDRESS AND PHONE NUMBER** (530) 823-5730

P.O. BOX 5653

Auburn CA, 95603-5653

Caryn Perry  
**Signature**

1-7-2019  
**Date**

**OFFICE USE ONLY**

**APPLICABLE FEES**

Rental Fees \$ 3,340.<sup>00</sup>

Custodial Fees \$ 90

Alcohol Permit Fees \$ \_\_\_\_\_

Setup/Takedown \$ \_\_\_\_\_

Staffing Fees \$ 712.50

Miscellaneous Fees \$ \_\_\_\_\_

**TOTAL FEES DUE** \$ 1,470.50

**FEES WAIVED**

\$ 2,672.<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**REQUEST APPROVED?** Yes  No

**COMMENTS:**  
 $20\% \text{ of } \$3,340 = \$668.<sup>00</sup>$   
 $\text{Staffing: } 28.5 \text{ hrs} \times \$25 \text{ per hr} = \$712.50$   
 $\text{custodial} = \$90.<sup>00</sup>$

Approved by: M.S. Due: \$1,470.50

1/14/19  
**Date**



# FEE WAIVER REQUEST AND APPLICATION

In order to be considered for a fee waiver request, you must complete this questionnaire and submit necessary documents as indicated below. A letter on the requesting organization's letterhead must accompany this application. The letter should include the reason for requesting a fee waiver and how this event benefits our community. Requests must be submitted 60 days prior to the event. Applicants must complete and submit Indoor or Outdoor Reservation Applications with this request. Incomplete applications will not be processed.

1) Is this a non-profit organization? Yes  
Must provide supporting documentation for non-profit status before being considered for a fee waiver request.  
Example: A letter from IRS stating your non-profit status

2) Can you provide financial documents for the organization? Already provided.  
Example: Bank statements or tax returns. If unable to provide these documents, please attach an explanation letter.

3) Is this the first time that your organization is asking for a fee waiver from ARD? No

4) Is this a fundraiser? yes

5) How much money do you anticipate generating from this event? 6000.00

6) Is there a fee or a charge for people to attend or participate in your event? \$8.00

7) How does a fee waiver affect your event? Can you hold your event in a different location if ARD can not consider a fee waiver at this time? Please explain.

It affects our ability to donate to local community activities partly scholarships for H.S. students & ARD's youth programs. Also Foster care children, NICU centers, Senior Centers etc...

8) Have you asked for a fee waiver from other agencies in the community? Yes  
Please indicate which agency: Civic Center, our city airport.

9) Are there any other agencies in the community that are working with you on this project? yes  
Please provide a list of these agencies and contact information. Parkside church - Sheryl Krauss 530-823-0209. And other Business in town with PR.

10) If a full fee waiver is not granted, can your organization pay a percentage of the rental fees? Yes  
If no, please explain:

11) Will you consider paying for staffing and utility fees if we waive the rental fees? Yes  
\$25.00 per hour plus applicable custodial fees

12) If you are unable to meet one of the offers (Items 10 or 11 above), are you able to provide a hardship statement with supporting documentations, such as bank statements or tax returns? No  
Please indicate what is being provided with this request:

You have tax records now, we have added a letter of explanation and purpose.



January 2019

Auburn Area Recreation & Parks District Representative,

The Foothill Quilters Guild is submitting a fee waiver request for both the Lakeside and Regional Gym. Our annual Quilt Show has been a part of the community for 36 years. This is our major fundraiser for the year. Greatly Helping us in this endeavor, ARD has provided this facility for a reduced rate the last two years. However, the move to ARD and Parkside has lowered participation from about 1000 to 1500 in years past to about 800. Obviously this has impacted our outreach capabilities. We expect to take a few years to build up our attendance, and this waiver will help us achieve our goals. We are a registered non-profit.

This will be our 37th Quilt Show event. Our Show is operated by volunteers from the Quilt Guild, local community members and seniors. This show allows us to continue our mission to promote and educate the community about quilting and fiber arts and help others in and outside our immediate community. Our members are committed to helping both individuals and groups within and outside of the community.

A few of the Local Organizations we support are: Auburn Oaks, Stand up Placer, WIC, Koinonia (Foster Care), Westview Living Center, Auburn Ravine, Seniors First, Sutter Auburn Faith Hospital, Sutter Auburn Imaging Center with quilts, pillow cases, kid quilts, to-go bags, tote bags, lap quilts, holiday placemats. Auburn Interfaith Food Closet gets food monthly. Other outreaches include UC Davis NICU and Kaiser Roseville NICU centers received over 400 preemie quilts. The Carr Fire and recent communities suffering from fire devastation continue to received quilts and items related to quilting from our members.

Each year, we create cash donations of \$1000.00 to \$2000.00 for Scholarships to local students for college, paid directly to the students. The past two years our guild has donated \$1500.00 to ARD for their Youth Program.

Guests are always welcome at our meetings our active guild has about 200 members. We hire speakers/teachers who give their unique perspective not only on quilting and sewing but business insite, how they designed a quilt or clothing pattern, where they find inspiration. These meetings are an educational and motivational experience for our membership. The net profits from our quilt show fund all of our community service projects and outreach programs. Waiving the rental fee will help keep these activities alive.

*Carryn Perry*

Foothill Quilters Guild, 2019 Quilt Show Facilities Chairperson



**FACILITY RESERVATIONS**  
Indoor Only

Rental Date: April 4, 5, 6, 2019 # of People: Day 1-60, Day 2 & 3 varies

Name: CARRYN PERRY, Facility Chair, guild member

Organization: Foot Hill Quilters Guild

Address: P O Box 5653

City: Auburn State: CA Zip: 95603

Home Phone: 530 823-5730 Work Phone: 530 906-6730

4/4/19  
4/5/19  
4/6/19

Facility(s): LAKESIDE RM / GYM Hours of Use: 8 am to 7:30 pm Set-up

Facility(s): " Hours of Use: 9 am to 5 pm Show

Facility(s): " Hours of Use: 9 am to 6 pm Show & Clean

Purpose of Event: Quilt Show Event - Display Quilts and Fundraising for community activities.

Serving Alcohol? Y  N

*If yes a permit request must be completed and a \$30 fee will be added. See reverse side.*

Amplified Music? Y  N

*If yes a permit request must be completed. See reverse side.*

Rental Fee(s): \$1240 / \$12560.00 3 Days Lakeside/Gym

Security Deposit: TBD

Out of District Fee - \$50 Y  N

Fee Waiver

Circle One: Custodial Fee = \$30 Set up/take down = \$70

Alcohol Permit Fee - \$30 \$30 + \$60 + \$60.00 = \$150.00

Total Fees: \$3950.00

Amenities: Please indicate which item & quantity tables.

Tables: 5'(round) 8 6'(rectangle) 20

Chairs: 40

Additional Requests: \_\_\_\_\_

Signature: [Signature]

Group A/B	Group C/D
Date: <u>4/4/19</u>	Initials: <u>M.S.</u> Receipt: <u>139607</u> <u>cc/cash/check</u>

P O Box 2350 Room 5137  
Los Angeles, CA 90053

Date: DEC. 8, 1986

FOOTHILL QUILTERS GUILD  
C/O MARLENE A KOONS E A  
1503 GRASS VALLEY HWY  
AUBURN, CA 95603

Employer Identification Number: 68-0016773  
Case Number: 956310060  
Contact Person: ALICANTE, REGALADO A.  
Contact Telephone Number: (213) 894-4152

Internal Revenue Code  
Section 501(c)(7)

Accounting Period Ending:  
February 28

Form 990 Required: Yes

Caveat Applies:  
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment or other Federal taxes, please address them to this office.

If your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. Also, you should inform us of all changes in your name and address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law provides for a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay. This penalty may also be charged if a return is not complete. So please make sure your return is complete before you file it.

Letter 948(CG)

FOOTHILL QUILTERS GUILD

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Internal Revenue Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in Code section 513.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours, /



District Director

**Item 8.2 Cover Sheet – Review and acceptance of Regional Park South End playground replacement and Marsha-Skinner Sierra Pool Renovations**

Auburn Area Recreation and Park District Acquisition and Development Committee January, 2019, Board of Directors meeting January, 2019

**The Issue**

Shall the Auburn Area Recreation and Park District (ARD) Board of Directors give final acceptance to the recently completed Regional Park South End Playground replacement and the Marsha-Skinner Sierra Pool Renovations?

**Background**

The ARD Board Procedures and Responsibilities manual states the following:

**Section II – Responsibilities and Duties of the Board**

Board Responsibilities

- 7. Review, evaluate and approve the following:
  - K. Inspect Capital Improvement Facilities over \$25,000 prior to final acceptance.

The Regional Park South End Playground replacement and the Marsha-Skinner Sierra Pool Renovations have been completed.

**Recommendation from the Acquisition and Development Committee:**

Review and inspect the Regional Park South End Playground Replacement and the Marsha-Skinner Sierra Pool Renovations and forward to the January 31<sup>st</sup>, 2019 Board of Directors meeting agenda with a positive recommendation.

**Fiscal Impact**

The total cost of the Regional Park South End Playground replacement was \$119,720. The budget for this project (after 10/2018 revision) was \$130,000. The total cost of the Marsha-Skinner Sierra Pool Renovations was \$230,086.63. The budget for this project (after 10/2018 revision) was \$230,000.

**Attachments**

None.



## **Item 8.3 Cover Sheet for competitive bid from SDRMA on Property/Liability Insurance and Worker's Compensation Insurance**

Auburn Area Recreation and Park District Finance Committee meeting January, 2019, Board of Directors Meeting January, 2019

**The Issue:** Shall the Auburn Area Recreation and Park District (ARD) move their self-insurance policies (Workers' Compensation and Property/Liability) from CAPRI to SDRMA?

**Background:** On September 5, 2018, a package of information was sent to SDRMA for a quotation for Workers' Compensation and Property/Liability Insurance, including: Workers' Compensation work history for the last 10 years, Property/Liability loss history from the last 6 years, a report on internal controls from our last audit report, ARD's Current approved Operating budget, a Worker's Compensation program application, and a Property/Liability application which included; a schedule of values/property schedule, property inventory list, equipment inventory, Driver information and a vehicle schedule.

SDRMA (Est 1986) returned a quotation on November 19, 2018. SDRMA is offering Property/Liability Insurance Program for a \$93,733 annual premium. SDRMA is offering Workers' Compensation Insurance Program for a \$92,673 annual premium. This would be a total annual cost of \$186,406 for the year July 2018 – June 2019. SDRMA offers a safety credit (after the first year insured) of 13%, which is approximately \$5,100 on the General Liability portion of their premium as well as a safety credit (after the first year insured) of 13%, which is approximately \$12,680 on their Worker's Compensation premium. This is for a 3-year contract beginning July 2019.

Currently, Auburn Area Recreation and Park District is self-insured with CAPRI (California Association for Park and Recreation Indemnity), a member-directed joint powers authority (Est 1986). ARD pays \$108,864 for Workers' Compensation and \$72,138 for Property/Liability insurance; \$181,002 in total for the year July 2018 – June 2019. CAPRI offers a safety credit of 15%, which is approximately \$5,440 on the General Liability portion of their premium on the Worker's Compensation premium. CAPRI also pays dividends annually to their members when appropriate, depending on how the pool does on the investment side, this year is estimated to be approximately \$5,500.

### **Recommendation from the Program, Personnel, Policy, Fee & Legal Committee:**

The Policy Committee recommends staying with CAPRI for our Liability & Property coverages, and move to SDRMA for our Worker's Compensation coverage for these reasons:

- Savings for the first year of approximately \$7,000
- Savings for the 2<sup>nd</sup> & 3<sup>rd</sup> years of approximately \$20,000 per year
- Liability & Property coverages are less expensive through CAPRI and coverage is broader.
- CAPRI is focused toward Park Districts exclusively. This brings added value because they understand the business of Park Districts very well.

**Alternatives available to the Finance Committee:**

- 1- Stay with CAPRI
- 2- Switch both property/liability and worker's comp over to SDRMA in July, 2019
- 3- Get updated Quotes for the 2019-2020 year

**Financial Impact:**

**The impact of the recommended option:**

Will save the District approximately \$7,000 in 2019-2020, but save approximately \$20,000 in 2020-2021 and \$20,000 in 2021-2022.

**Alternative 1** will have no financial impact

**Alternative 2** will cost the District an additional \$10,900 the first year, but save approximately \$7,000 in 2020-2021 and \$7,000 in 2021-2022.

**Alternative 3** is informational.

**Attachments:** Quotation from SDRMA

Attachment checklist

Resolution for Workers' Compensation covering Board Members and Volunteers

Resolution for accepting a Joint Powers agreement with SDRMA

Joint Powers Agreement

SDRMA ByLaws

Proposal Spreadsheet for Contracting with SDRMA and CAPRI

Comparison Spreadsheet describing Property/Liability coverage



1112 I Street, Suite 300  
 Sacramento, California 95814-2865  
 T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • [www.sdrma.org](http://www.sdrma.org)

November 19, 2018

Mr. Kahl Muscott  
 District Administrator  
 Auburn Area Recreation and Park District  
 471 Maidu Drive, Suite 300  
 Auburn, California 95603

Dear Mr. Muscott,

Thank you for the opportunity to provide Auburn Area Recreation and Park District with this 2018-19 Property/Liability and Workers' Compensation Program quotations. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. We are confident that our Programs offer the highest level of protection and service at the lowest possible rate.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. Coverage bound mid-year will be prorated based on effective dates. Auburn Area Recreation and Park District's quotation is as follows:

**PROPERTY/LIABILITY PROGRAM QUOTATION**

Coverage Limits: \$25 Million - July 1, 2018 through June 30, 2019 \$93,733.13  
 (Includes a 5% Multi-Program Discount, based on net package contribution)

**WORKERS' COMPENSATION PROGRAM QUOTATION**

Coverage: July 1, 2018 through June 30, 2019 \$92,672.58  
 (Includes a 5% Multi-Program Discount, based on an experience modification of 94%)

**SCHEDULED PROPERTY/COVERAGES**

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$17,993,871	64 structures and contents
Vehicle Inventory	\$218,430	12 scheduled vehicles
Comp and Collision	\$218,430	12 scheduled vehicles 250/500 Comp/Coll Deductibles
Mobile Equipment	\$617,566	70 mobile equipment items
Trailer Inventory	\$3,000	2 scheduled trailers
Estimated Payroll	\$2,390,296	23 FT EE's and 77 PT EE's

Special District Risk Management Authority's Credit Incentive Program (CIP) awards points up to 15% of the annual contribution for completion of approved risk management and training programs. Members can reduce future contributions each year by earning CIP points or not experiencing any paid claims.



Auburn Area Recreation and Park District  
Page 2

Please be advised that coverage may be bound upon submitting the following documentation:

- Adoption of a Resolution by the Auburn Area Recreation and Park District Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability and Workers' Compensation Programs for an initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- The Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by Auburn Area Recreation and Park District.
- The Completion of the State Application for a Certificate to Self-Insure by the Auburn Area Recreation and Park District.
- Approval by SDRMA's Board of Directors of Auburn Area Recreation and Park District's membership in the Property/Liability and Workers' Compensation programs. (In the event the Auburn Area Recreation and Park District requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA underwriters are authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.

Upon receipt of all membership documents, SDRMA will forward pro-rated invoices for the annualized Property/Liability and Workers' Compensation Program contributions.

We look forward to Auburn Area Recreation and Park District's participation in the SDRMA Property/Liability and Workers' Compensation Programs. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of the District's decision to proceed with membership in the program.

Sincerely,  
Special District Risk Management Authority

Ellen Mirabal Doughty, ARM  
Chief Member Services Officer

**Actions Required to Secure Membership in the  
Special District Risk Management Authority  
Workers' Compensation and Property/Liability Programs**

- Attachment One:** Resolution—Adoption of A Resolution of the Board of Directors Approving the Form of and Authorizing the Execution of a Sixth Amended and Restated Joint Powers Agreement and Authorizing Participation in the Special District Risk Management Authority Workers' Compensation and Property/Liability Programs (an electronic version is enclosed). Please note, the Board President/Chairperson or an Agency staff member with signature authorization must sign this document.
- Attachment Two:** Resolution – Adoption of a Resolution of the Board of Directors Approving the Form of Authorizing coverage for Governing Body members and/or volunteers.
- Attachment Three:** Joint Powers Agreement—Execution of the Sixth Amended and Restated Joint Powers Agreement Relating to the Special District Risk Management Authority (. Please note, the Board President/Chairperson must sign the original document.
- Attachment Four:** State of California Application and Resolution—Approval and completion of the State of California Application for a Public Entity Certificate of Consent to Self-Insure (an electronic version is enclosed). The Board President/Chairperson or an Agency staff member with signature authorization must sign this document on page 4. An Agency Seal is not required on page 5. Person signing application (page 4) cannot sign Resolution (page 5).
- Attachment Five:** Crime Policy Application—Completion of the Crime Policy Application for Special District Risk Management Authority (an electronic version is enclosed) for employee and public officials' fidelity blanket bond. The General Manager or another financial administrative staff member should complete and sign this application.
- Attachment Six:** Loss History—Please submit complete loss history. If the Agency has no losses, please provide on Agency letterhead a no known losses letter indicating such.
- Attachment Seven:** By-Laws—By-Laws of Special District Risk Management Authority (an electronic version is enclosed). No action is required as this item is for the Agency's review and file.

Please complete and return all items to:

Member Services  
Special District Risk Management Authority  
1112 "I" Street, Suite 300  
Sacramento, California 95814

**Premium and Payment Terms**

Special District Risk Management Authority's (SDRMA's) policy period for both workers' compensation and property/liability programs is July 1 through June 30. Workers' compensation and Property/Liability invoices are billed annually. Upon receipt of the Agency's membership documents, SDRMA will forward pro-rated invoices. Payments are due upon receipt of the invoices.

**New Member Packet**

Each member will receive a new member packet containing SDRMA membership contact information, claim forms and a certificate of coverage. Additionally, once the Agency's membership documents have been processed, copies of the fully executed Sixth Amended and Restated Joint Powers Agreement and the State of California Certificate of Consent to Self-Insure Workers' Compensation Liabilities will be forwarded for your files.

**Loss Prevention Program**

RESOLUTION No. xxxxxxxxx

RESOLUTION OF THE GOVERNING BODY OF  
THE AGENCY NAME,  
DECLARING THAT GOVERNING BODY MEMBERS AND VOLUNTEERS SHALL  
BE DEEMED TO BE EMPLOYEES OF THE DISTRICT FOR THE PURPOSE OF  
PROVIDING WORKERS' COMPENSATION COVERAGE FOR SAID CERTAIN  
INDIVIDUALS WHILE PROVIDING THEIR SERVICES

WHEREAS, the Agency Name utilizes the services of Governing Body Members and Volunteers; and

WHEREAS, Section 3363.5 of the California Labor Code provides that a person who performs voluntary service for a public agency as designated and authorized by the Governing Body of the agency or its designee, shall, upon adoption of a resolution by the Governing Body of the agency so declaring, be deemed to be an employee of the agency for the purpose of Division 4 of said Labor Code while performing such services; and

WHEREAS, the Governing Body wishes to extend Workers' Compensation coverage as provided by State law to the following designated categories of persons as indicated by a checkmark in the box to the left of the descriptions:

- All Members of the Governing Body of the [Agency Name] as presently or hereafter constituted and/or
- All persons performing voluntary services without pay other than meals, transportation, lodging or reimbursement for incidental expenses
- Individuals on Work-study programs
- Interns
- Other Volunteers
- \_\_\_\_\_  
[designate]

NOW, THEREFORE, BE IT RESOLVED, that such persons coming within the categories specified above, including the duly elected or appointed replacements of any Governing Body Member and other designated individuals be deemed to be employees of the Agency Name for the purpose of Workers' Compensation coverage as provided in Division 4 of the Labor Code while performing such service. However, said Governing Body Members and other designated individuals will not be considered an employee of the Agency Name for any purpose other than for such Workers' Compensation coverage, nor grant nor enlarge upon any other right, duty, or responsibility of such Governing Body Members or other designated individuals, nor allow such persons to claim any other benefits or rights given to paid employees of the Agency Name.

PASSED, APPROVED AND ADOPTED this DATE by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Name, Chairperson  
Agency Name

\_\_\_\_\_  
APPROVED AS TO FORM:

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF (AGENCY NAME HERE) APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDED JOINT POWERS AGREEMENT AND AUTHORIZING PARTICIPATION IN THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY PROPERTY /LIABILITY PROGRAM and WORKERS' COMPENSATION PROGRAMS**

**WHEREAS, (Agency Name Here),** a special district duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), has determined that it is in the best interest and to the advantage of the Agency to participate for at least three full years in the property/liability program and workers' compensation program offered by the Special District Risk Management Authority (the "Authority"); and

**WHEREAS,** California Government Code Section 6500 *et seq.*, provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS,** Special District Risk Management Authority was formed in 1986 in accordance with the provisions of California Government Code 6500 *et seq.*, for the purpose of providing its members with risk financing and risk management programs; and

**WHEREAS,** California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus lines broker, or any combination of these; and

**WHEREAS,** participation in Special District Risk Management Authority programs requires the Agency to execute and enter into a Sixth Amended Joint Powers Agreement (the "Amended JPA Agreement"); which states the purpose and powers of the Authority; and

**WHEREAS,** all acts, conditions and things required by the laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Agency is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AGENCY AS FOLLOWS:**

Section 1. **Findings.** The Agency Board of Directors hereby specifically finds and determines that the actions authorized hereby relate to the public affairs of the Agency.

Section 2. **Sixth Amended JPA Agreement.** The Amended JPA Agreement, proposed to be executed and entered into by and between the Agency and members of the Special District Risk Management Authority, in the form presented at this meeting and on file with the Agency Secretary, is hereby approved. The Agency Board and/or Authorized Officers ("The Authorized Officers") are hereby authorized and directed, for and in the name and on behalf of the Agency, to execute and deliver to the Authority the Amended JPA Agreement in substantially said form, with such changes therein as such officers may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. **Program Participation.** The Agency Board of Directors approves participating for three full program years in Special District Risk Management Authority Property/Liability Program and Workers' Compensation Program.

Section 4. Other Actions. The Authorized Officers of the Agency are each hereby authorized and directed to execute and deliver any and all documents which is necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Secretary





State of California  
Department of Industrial Relations  
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT  
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**  
All questions must be answered. If not applicable, enter "N/A".

To the Director of the Department of Industrial Relations: The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

**LEGAL NAME OF APPLICANT** (Show exactly as on Charter or other official documents):

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_ - \_\_\_\_\_

Federal Tax ID # of Group: \_\_\_\_\_

**CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**TYPE OF PUBLIC ENTITY (Check one):**

City and/or County    School District    Police and/or Fire District    Hospital District

Joint Powers Authority    Other (describe): \_\_\_\_\_

**TYPE OF APPLICATION (Check one):**

New Application    Reapplication (Merger/Unification)    Reapplication (Name Change)

Other (describe): \_\_\_\_\_

Date Self-Insurance Program will begin: \_\_\_\_\_

**CURRENT WORKERS' COMPENSATION PROGRAM**

- Currently Insured with State Fund Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- Currently Self Insured, Certificate # \_\_\_\_\_
- Other (describe): \_\_\_\_\_

**CLAIMS ADMINISTRATION**

Who will be administering your agency's workers' compensation claims? (Check one)

- JPA will administer
- Third Party Administrator, TPA Certificate # 132
- Public entity will self-administer
- Insurance Carrier will administer

Name of Third Party Administrator:

Name: Dorienne Zumwalt Title: Account Manager

Company Name: York Risk Services Group

Address: Post Office Box 619058

City: Roseville State: CA Zip + 4: 95661 - \_\_\_\_\_

Phone: (916) 960-0900 E-Mail: doriennezumwalt@yorkrsg.com

# of claims reporting locations to be used to handle Agency's claims: 1

Does applicant currently have a California Certificate of Consent to Self-Insure?  Yes  No

If yes, what is the current Certificate Number: \_\_\_\_\_

Total Number of Affiliate's California employees to be covered by Group: \_\_\_\_\_

**AGENCY EMPLOYER**

Current # of Agency Employees: \_\_\_\_\_ # of Public Safety Employees (police//fire): \_\_\_\_\_

If school District, # of certificated employees: 0

Will all Agency employees be covered by this self-insurance plan?  Yes  No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

**JOINT POWERS AUTHORITY**

Will applicant be a member of a JPA for workers' compensation ?

Yes  No (If 'yes', complete the following)

Effective date of JPA Membership: \_\_\_\_\_ JPA Certificate # 5806

Name of JPA: Special District Risk Management Authority

**AGENCY SAFETY PROGRAM**

Does the Agency have a written Injury and Illness Prevention Program (IIPP)?  Yes  No

Individual responsible for Agency workplace safety and IIPP program:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**SUPPLEMENTAL COVERAGE**

1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy?  Yes  No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_ Effective Date of Coverage: \_\_\_\_\_

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy?  Yes  No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: California Association of Counties - Excess Insurance Authority

Policy #: WCEL-LCA-SDRMA-2018-19 Effective Date of Coverage: 07/01/2018

Retention Limits: \$750,000 SIR

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy?  Yes  No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_ Effective Date of Coverage: \_\_\_\_\_

Retention Limits: \_\_\_\_\_

---

---

**RESOLUTION FROM GOVERNING BOARD**

---

---

Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

---

---

**CERTIFICATION**

---

---

The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.

X \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNED: Authorized Official / Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Name

RESOLUTION NO.: \_\_\_\_\_ DATED: \_\_\_\_\_

**A RESOLUTION AUTHORIZING APPLICATION  
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA  
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE  
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the \_\_\_\_\_  
(Enter Name of the Board)

of the \_\_\_\_\_  
(Enter Name of Public Agency, District, Etc.)

a \_\_\_\_\_ organized and existing under the  
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

the following resolution was adopted:

**RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.**

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNED: Board Secretary or Chair

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Name

**Affix Seal Here**

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY  
 COMMERCIAL CRIME  
 INSURANCE APPLICATION**

*For Agency Use Only*  
 Producer Name: \_\_\_\_\_  
 Producer Number: \_\_\_\_\_  
 Office: Newport Beach

**Note: Please complete one questionnaire for each legal entity to be insured.**

Applicant: \_\_\_\_\_

Complete Named Insured:	_____
	_____
	_____
	_____

Insured Address: \_\_\_\_\_  
*For overnight mail*  
*(No P.O. Box)*

\_\_\_\_\_

\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
 Same as above

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: ( ) - Ext. \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_  
 email: \_\_\_\_\_

• **CURRENT COVERAGE** •

Total Limit: \$ \_\_\_\_\_ Deductible: \$ \_\_\_\_\_ Policy Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

• **OPTIONAL QUOTATIONS** •

Limits Requested:	\$ 1,000,000 <input type="checkbox"/>	Deductible:	\$ _____
	\$ _____		\$ _____
	\$ _____		\$ _____
	\$ _____		\$ _____

• **RENEWAL INFORMATION REQUIRED** •

Description of Operations:	_____		
Type of Entity to be Insured:	<input type="checkbox"/> Municipality	<input type="checkbox"/> Nonprofit Corporation	
	<input type="checkbox"/> District Hospital	<input type="checkbox"/> Other (please specify)	
	<input type="checkbox"/> Special District		
Total Number of Employees (Break down as follows):	Full Time: _____	Part Time: _____	
Elected/Appointed Officials:	_____	Volunteers: _____	
Number of Employees who actually handle, have access to or maintain records of money, securities or other property:	_____		
Number of Locations where all employees are located:	_____		
Total Revenues: \$ _____	Total Assets: \$ _____	Net Income or Revenue: \$ _____	
Total Fund Equity (Total Assets - Total Liabilities):	\$ _____		
Have any control recommendations been made by your CPA in the past 2 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
(If yes, provide a list and explain):	_____		
	_____		

## SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY COMMERCIAL CRIME INSURANCE APPLICATION

**Note: Please complete one questionnaire for each legal entity to be insured.**

Have any control recommendations made by your CPA within the last 2 years NOT been implemented? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain _____ _____
Do you have separation of duties over wire fund transfer procedures (i.e. the same person does not authorize and execute the transfer?) <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain _____ _____
Are any bank deposits or accounts reconciled on a monthly basis by someone NOT authorized to deposit or withdraw? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain _____ _____
Do you have counter signature on all checks? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe alternate procedures: _____ _____
Is an authorized vendor list utilized? <input type="checkbox"/> Yes <input type="checkbox"/> No Are your procedures designed so that no single employee can control a transaction from beginning to end (i.e. approve a voucher, request and sign a check?) <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain _____ _____
Do you have any employees on staff who act as internal claims adjuster? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach an explanation of the internal controls over the establishment of claims files and issuance of claims settlement checks.
Please list any changes or revisions to your audit or internal control procedures during the last 12 months. _____ _____ _____
Has the Insured had any Commercial Crime losses in the last six (6) years? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please provide details): _____ _____
Please provide the latest annual financial statement and CPA Memorandum on Internal Controls if excess limits are being purchased.

**NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

The undersigned authorized officer/manager of the applicant declares that the statements set forth herein are true. The undersigned authorized officer/manager agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will, in order for the information to be accurate on the effective date of the insurance, immediately notify the insurer of such changes, and the insurer may withdraw or modify any outstanding quotations and/or authorizations or agreements to bind the insurance

Signing of this application does not bind the applicant or the insurer to complete the insurance, but it is agreed that this application shall be the basis of the contract should a policy be issued.

All written statements and materials furnished to the insurer in conjunction with this application are hereby incorporated by reference into this application and made a part hereof.

Signed \_\_\_\_\_ Title \_\_\_\_\_  
(Applicant)

Date \_\_\_\_\_

## Actions Required to Secure Membership



Upon securing membership in SDRMA, the Agency will be contacted by SDRMA's Safety and Loss Prevention staff to schedule a comprehensive on-site safety analysis by a certified safety professional, at no additional cost to the member. This value-added service is intended to take a proactive approach to loss prevention, claims education and management. Should you have any questions regarding our safety and loss prevention program, please contact our Chief Risk Officer Dennis Timoney at 800.537.7790.

Please do not hesitate to call 800.537.7790, should you have any additional questions. For more information regarding SDRMA services, please visit our website at [www.sdrma.org](http://www.sdrma.org).



**SIXTH AMENDED  
JOINT POWERS AGREEMENT**

**RELATING TO THE**

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

**Adopted August 1, 1986**  
**1<sup>st</sup> Amended February 5, 1988**  
**2<sup>nd</sup> Amended March 31, 1990**  
**3<sup>rd</sup> Amended July 1, 1993**  
**4<sup>th</sup> Amended February 9, 1998**  
**5<sup>th</sup> Amended and Restated**  
**- Approved March 24, 2003**  
**- Effective July 1, 2003**  
**6th Amended October 2, 2007**

## JOINT POWERS AGREEMENT - TABLE OF CONTENTS

Article 1. Definitions .....	2
Article 2. Purposes .....	3
Article 3. Parties to Agreement.....	4
Article 4. Term of Agreement.....	4
Article 5. Creation of Authority.....	4
Article 6. Powers of Authority.....	4
Article 7. Board of Directors .....	6
Article 8. Compliance with the Brown Act .....	6
Article 9. Powers of the Board of Directors .....	6
Article 10. Officers of the Authority.....	8
Article 11. Provision for Bylaws .....	8
Article 12. [Reserved].....	8
Article 13. Coverage Programs.....	9
Article 14. Implementation of the Programs.....	9
Article 15. Accounts And Records .....	9
Article 16. Services Provided by the Authority .....	10
Article 17. Responsibilities of Members .....	10
Article 18. New Members.....	11
Article 19. Withdrawal.....	11
Article 20. Involuntary Termination.....	12
Article 21. Effect of Withdrawal or Involuntary Termination.....	13
Article 22. Termination and Distribution; Assignment .....	13
Article 23. Enforcement.....	14
Article 24. Nonliability of Directors, Officers and Employees .....	14
Article 25. Provisions Relating to CSDA .....	14
Article 26. Notices .....	15
Article 27. Amendment.....	15
Article 28. Prohibition Against Assignment.....	15
Article 29. Agreement Complete .....	15
Article 30. Counterparts.....	15
Article 31. California Law .....	15
Article 32. Severability .....	15
Article 33. Effective Date .....	15

**SIXTH AMENDED JOINT POWERS AGREEMENT  
RELATING TO THE  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

**THIS SIXTH AMENDED JOINT POWERS AGREEMENT** (the "Agreement") is made and entered into by and among the public agencies (the "Members") organized and existing under the laws of the State of California, which are signatories to this Agreement.

**RECITALS**

**WHEREAS**, California Government Code Section 6500 *et seq.* (the "Act") provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS**, California Labor Code Section 3700(c) permits pooling by public agencies of self insurance for Workers' Compensation liability; and

**WHEREAS**, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus line broker, or any combination of these; and

**WHEREAS**, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

**WHEREAS**, the parties to this Agreement desire to join together for the purposes set forth in Article 2 hereof, including establishing pools for self-insured losses and purchasing Excess or Re-Insurance and administrative services in connection with joint protection programs (the "Programs") for members of the California Special Districts Association ("CSDA"); and

**WHEREAS**, it appears economically feasible and practical for the parties to this Agreement to do so; and

**WHEREAS**, the Members have previously executed that certain Fifth Amended and Restated Joint Powers Agreement (the "Original JPA"), which Original JPA the Members desire to amend and restate by this Agreement; provided that such amendment and restatement shall not affect the existence of the Authority; and

**WHEREAS**, CSDA exists to assist and promote special districts, and has been responsible for the original creation of the Special District Risk Management Authority ("Authority") and Special District Workers Compensation Authority ("SDWCA"), and determined the consolidation of SDWCA and the Authority on July 1, 2003 was in the best interests of special districts and other public agencies throughout the State.

**NOW THEREFORE**, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

**Article 1. Definitions.** The following definitions shall apply to the provisions of this agreement:

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended or supplemented.

“Alliance Executive Council” means the council organized pursuant to the MOU.

“Assessment” means an additional amount, in addition to the Member’s or Former Member’s original contribution, which the Board of Directors determines in accordance herewith and/or with the Bylaws that a Member or Former Member owes on account of its participation in a Program for a given Program year.

“Authority” shall mean the Special District Risk Management Authority created by the original version of this Agreement.

“Board of Directors” or “Board” shall mean the governing body of the Authority.

“Bylaws” means the Bylaws of the Authority adopted by the Board of Directors, as they may be amended from time to time.

“Chief Executive Officer” shall mean that employee of the Authority who is so appointed by the Board of Directors.

“Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Programs approved by the Board of Directors.

“Contribution” means the amount determined by the Board of Directors to be the appropriate sum which a Member should pay at the commencement of or during the Program Year in exchange for the benefits provided by the Program.

“Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Program.

“CSDA” means the California Special Districts Association.

“District” shall mean a special district, public agency or public entity within the State of California which is both a Member of the CSDA and a signatory to this Agreement.

“Duly Constituted Board Meeting” shall mean any Board of Directors meeting noticed and held in the required manner and at which a Quorum was determined to be present at the beginning of the meeting.

“Estimated Contribution” means the amount which the Board of Directors estimates will be the appropriate contribution for a Member’s participation in a Program for a Program Year.

“Excess or Re-Insurance” shall mean that insurance which may be purchased on behalf of the Authority and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses during a single year in excess of the self-insurance retention maintained by the Authority.

“Fiscal Year” shall mean that period of twelve months which is established as the fiscal year of the Authority.

“Former Member” shall mean a District which was a signatory to the Agreement but which has withdrawn from, or been involuntarily terminated from participating in, the Authority.

“Joint Protection Program” means a Program offered by the Authority, separate and distinct from other Programs, wherein Members will jointly pool their losses and claims, jointly purchase Excess or Re-Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

“Member” shall mean a signatory to this Agreement, which is qualified as a Member under the provisions of this Agreement and the Bylaws.

“MOU” means the Memorandum of Understanding - Alliance Executive Council, dated as of September 20, 2001, among the Authority, CSDA, the CSDA Finance Corporation and SDWCA.

“Program” or “Programs” means the specific type of protection plan as set forth in the terms, conditions and exclusions of the Coverage Documents for self-insured losses, and the purchasing of Excess or Re-Insurance and administrative services.

“Program Year” shall mean a period of time, usually 12 months, determined by the Board of Directors, in which a Program is in effect.

“Retained Earnings,” as used herein, shall mean an equity account reflecting the accumulated earnings of a Joint Protection Program.

“SDWCA” means the Special Districts Workers Compensation Authority, and its successors or assigns.

**Article 2. Purposes.** This Agreement is entered into by the Members pursuant to the provisions of California Government Code section 990, 990.4, 990.8 and 6500 *et seq.* in order to provide, subject to the provisions of the Coverage Documents, economical public liability and workers’ compensation coverage, or coverage for other risks which the Board of Directors may determine.

Additional purposes are to reduce the amount and frequency of losses, and to decrease the cost incurred by Members in the handling and litigation of claims. These purposes shall be

accomplished through the exercise of the powers of such Members jointly in the creation of a separate entity, the Special District Risk Management Authority (the "Authority"), to establish and administer Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion, at a subsequent date, and subject to approval by the Board of Directors, of such additional Members organized and existing under the laws of the State of California as may desire to become parties to the Agreement and Members of the Authority.

**Article 3. Parties to Agreement.** Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories to this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 18. Each party to this Agreement also certifies that the withdrawal from or cancellation of membership by any Member, pursuant to Articles 19 and 20 or otherwise, shall not affect this Agreement nor such party's intent, as described above, to contract with the other remaining parties to the Agreement.

**Article 4. Term of Agreement.** This Agreement shall become effective as to existing Members of the Authority as set forth in Article 33 hereof. This Agreement shall continue thereafter until terminated as hereinafter provided. This Agreement shall become effective as to each new Member upon: (i) approval of its membership by the Board of Directors, (ii) the execution of this Agreement by the Member, and (iii) upon payment by the Member of its initial Contribution for a Program. Any subsequent amendments to the Agreement shall be in accordance with Article 27 of this Agreement.

**Article 5. Creation of Authority.** Pursuant to the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Special District Risk Management Authority. Pursuant to Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority, including but not limited to, debts, liabilities and obligations of any of the Programs shall not constitute debts, liabilities or obligations of any party to this Agreement or to any Member or Former Member.

The Authority is not an insurer, and the coverage programs offered by the Authority do not provide insurance, but instead provide for pooled joint protection programs among the members of the Authority. The Joint Protection Programs offered by the Authority constitute negotiated agreements among the Members which are to be interpreted according to the principles of contract law, giving full effect to the intent of the Members, acting through the Board of Directors in establishing the Programs.

**Article 6. Powers of Authority.** (a) The Authority shall have all of the powers common to Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former

Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;

- (2) to accept an assignment from SDWCA of all its assets, obligations and liabilities prior to the dissolution of SDWCA (including claims and contracts in existence prior to such dissolution) in order to benefit the Members or Former Members participating in the SDWCA workers compensation program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be co-mingled and shall be separately accounted for as provided for in this Agreement and the Bylaws.
- (3) to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- (5) to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (6) to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities
- (7) to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- (8) to employ agents and employees, and/or to contract for such services;
- (9) to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- (10) to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- (11) to sue and be sued in its own name;
- (12) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act; and
- (13) to exercise all powers and perform all acts as otherwise provided for in the Bylaws.

(b) Said powers shall be exercised pursuant to the terms hereof, in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

**Article 7. Board of Directors.** Subject to the limitations of this Agreement and the laws of the State of California, the powers of this Authority shall be vested in and exercised by, and its property controlled and its affairs conducted by, the Board of the Authority, which is hereby established and designated as the agency to administer this Agreement pursuant to Section 6506 of the Act. The powers of the Authority shall be exercised through the Board of Directors, who may, from time to time, adopt and modify Bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The officers of the Board shall be as set forth in the Bylaws.

So long as the MOU has not been terminated or the Authority has not withdrawn from the MOU, the Board of Directors shall be composed of seven (7) directors elected by the Member entities who have executed the current operative Agreement and are participating in a Joint Protection Program. The terms of directors, procedures for election of directors, procedures for meetings and provisions for reimbursement of Director expenses shall be as set forth in the Bylaws. Each Member of the Board of Directors shall have one vote. Each Member of the Board shall serve as set forth in the Bylaws.

So long as the Authority is a participant in the MOU, the Board of Directors of the Authority shall appoint three (3) members of its board to serve as members of the Alliance Executive Council. No member of the Board of Directors of the Authority shall serve as a director on any other board of directors of an entity or organization that is a signatory to the MOU during the term of the MOU. In the event a director is elected to such a board, that director shall immediately resign from the Board of Directors of the Authority.

In the event SDRMA withdraws from the MOU, the Board of Directors of the Authority shall consist of those seven (7) Directors who hold seats on the Authority's Board of Directors at the time of the withdrawal and who were duly appointed by the Board, or elected or re-elected by the Member entities of SDRMA plus the additional directors appointed by CSDA as provided in Article 25.

**Article 8. Compliance with the Brown Act.** All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 *et seq.*

**Article 9. Powers of the Board of Directors.** The Board of Directors shall have such powers and functions as provided for pursuant to this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to, the following:

- (a) to determine details of and select the Program or Programs to be offered, from time to time, by the Authority;



- (b) to determine and select all insurance, including Excess or Re-insurance, necessary to carry out the programs of the Authority;
- (c) to contract for, develop or provide through its own employees various services for the Authority;
- (d) to prepare or cause to be prepared the operating budget of the Authority for each fiscal year;
- (e) to receive and act upon reports of committees and from the Chief Executive Officer;
- (f) to appoint staff, including a Chief Executive Officer, and employ such persons as the Board of Directors deems necessary for the administration of this Authority;
- (g) to direct, subject to the terms and conditions of the Coverage Documents, the payment, adjustment, and defense of all claims involving a Member during their period of membership in and coverage under a Program;
- (h) to fix and collect Contributions and Assessments for participation in the Programs;
- (i) to expend funds of the Authority for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may be hereafter amended;
- (j) to purchase excess insurance, liability insurance, stop loss insurance, officers and directors liability insurance, and such other insurance as the Authority may deem necessary or proper to protect the Program, employees of the Authority and employees of the Members;
- (k) to defend, pay, compromise, adjust and settle all claims as provided for in the Coverage Documents;
- (l) to obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds for the Authority;
- (m) to establish policies and procedures for the operation of the Authority and the Programs;
- (n) to engage, retain, and discharge agents, representatives, firms, or other organizations as the Board of Directors deems necessary for the administration of the Authority;
- (o) to enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the Authority;

- (p) to acquire, hold, lease, manage and dispose of, as provided by law, any and all property necessary or appropriate to carry out the purposes and functions of the Authority;
- (q) to transact any other business which is within the powers of the Board of Directors;
- (r) to invest funds on hand in a manner authorized by law, the Agreement and the Bylaws;
- (s) to provide financial administration, claims management services, legal representations, safety engineering, actuarial services, and other services necessary or proper to carry out the purposes of the Authority either through its own employees or contracts with one or more third parties;
- (t) to exercise general supervisory and policy control over the Chief Executive Officer;
- (u) to establish committees and sub-committees as it deems necessary to best serve the interests of the Authority; and
- (v) to have such other powers and functions as are provided for pursuant to the Act, this Agreement or necessary or appropriate to fulfill the purpose of this Agreement and the Bylaws.

**Article 10. Officers of the Authority.** The officers of the Authority shall be as set forth in the Bylaws. The Board may elect or authorize the appointment of such other officers than those described in the Bylaws as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board, from time to time, may authorize or determine.

Any officer may be removed, either with or without cause, by a majority of the directors of the Board at any regular or special meeting of the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any officers or to any Members of the Board until such time as a successor for said office has been appointed.

**Article 11. Provision for Bylaws.** The Board shall promulgate Bylaws to govern the day-to-day operations of the Authority. The Board may amend the Bylaws from time to time as it deems necessary, and as provided in the Bylaws. Each Member shall receive a copy of any Bylaws and agrees to be bound by and to comply with all of the terms and conditions of the Bylaws as they exist or as they may be modified. The Bylaws shall be consistent with the terms of this Agreement. In the event any provision of the bylaws conflicts with a provision of this Agreement, the provision contained in this Agreement shall control.

**Article 12. [Reserved].**

**Article 13. Coverage Programs.**

(a) The Authority shall maintain such types and levels of coverage for Programs as determined by the Board of Directors. Such coverage may provide for binding arbitration before an independent arbitration panel of any disputes concerning coverage between the Authority and a Member.

(b) The coverage afforded under one or more Programs may include protection for general liability, auto liability, property, boiler and machinery, public officials errors and omissions, employment practices, employee benefits liability coverage, employee dishonesty coverage, public officials personal liability coverage and workers' compensation, as well as coverage for other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Program.

(c) The Board of Directors may arrange for group policies to be issued for Members, their board members and employees interested in obtaining additional coverage, at an appropriate additional cost to those participating Members.

(d) The Board of Directors may arrange for the purchase of Excess or Re-Insurance. The Authority shall not be liable to any Member or to any other person or organization if such excess or reinsurance policies are terminated, canceled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type of coverage afforded under a program by reason of any change in coverage in a succeeding excess or reinsurance policy, even if such reduction occurs without prior notice to one or more Members.

**Article 14. Implementation of the Programs.** The Board of Directors shall establish the coverage afforded by each Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of claims, and specify the amounts and types of Excess or Re-Insurance to be procured. The Contributions and Assessments for each Program shall be determined by the Board of Directors as set forth herein, in the Bylaws or in the operating policies established for a Program.

**Article 15. Accounts And Records.**

(a) **Annual Budget.** The Authority shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Joint Protection Program.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Program, including Joint Protection Programs. Books and records of the Authority shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.

(c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, the Authority shall have the power to invest any money in the treasury that is not required for the immediate necessities of the Authority, as the Board determines is advisable, in the same manner as local agencies pursuant to

California Government Code Sections 53601 *et seq.* (as such provisions may be amended or supplemented).

(d) **No Commingling.** The funds, reserves and accounts of each Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be fairly and equitably allocated among Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but a separate accounting shall be made for balances of individual funds and Program revenues and expenses.

(e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of the Authority, in the manner set forth in the Bylaws.

**Article 16. Services Provided by the Authority.** The Authority may provide, at the sole discretion of the Board of Directors, the following services in connection with this Agreement:

(a) to provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as excess coverage, re-insurance and umbrella insurance, by negotiation or bid, and purchase;

(b) to assist Members in obtaining insurance coverage for risks not included within the coverage of the Authority;

(c) to assist risk managers with the implementation of risk management functions as it relates to risks covered by the Programs in which the Member participates;

(d) to provide loss prevention and safety consulting services to Members;

(e) to provide claims adjusting and subrogation services for Claims covered by the Programs;

(f) to provide loss analysis and control by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;

(g) to review Member contracts to determine sufficiency of indemnity and insurance provisions when requested;

(h) to conduct risk management audits relating to the participation of Members in the Programs; and

(i) to provide such other services as deemed appropriate by the Board of Directors.

**Article 17. Responsibilities of Members.** Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in, this Agreement:

(a) Each Member shall designate a person to be responsible for the risk management function within that Member and to serve as a liaison between the Member and the Authority as to risk management.

(b) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices and/or hazard mitigation.

(c) Each Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Program in which it participates to insure accuracy of the Authority's loss reporting system, unless it is no longer deemed necessary by the Board of Directors.

(d) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified period set forth in the invoice, or as otherwise may be set forth herein or in the Bylaws. After withdrawal or termination, each Former Member or its successor shall pay promptly to the Authority its share of any additional Contribution, adjustments or Assessments, if any, as required of it by the Board of Directors under Article 21 or 22 of this Agreement or the Bylaws.

(e) Each Member or Former Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Programs under this Agreement in which the Member or Former Member participates or has participated.

(f) Each Member or Former Member shall in any and all ways cooperate with and assist the Authority and any insurer of the Authority, in all matters relating to this Agreement and covered claims.

(g) Each Member or Former Member will comply with all Bylaws, rules and regulations adopted by the Board of Directors.

(h) Each Member shall remain a member in good standing of CSDA.

**Article 18. New Members.** The Authority shall allow entry into its Programs of new Members only upon approval of the Board, with any conditions or limitations as the Board deems appropriate. In order to become a Member and remain a Member, any District must be a member in good standing of CSDA, shall participate in at least one (1) Joint Protection Program and shall be authorized to exercise the common powers set forth in this Agreement.

**Article 19. Withdrawal.**

(A) Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (i) The Member has been a signatory to this Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;

- (ii) The Member submits a written withdrawal notification in accordance with the Bylaws;
  - (iii) In order to withdraw from the agreement the member must have completed the three (3) full program year participation requirement for each Joint Protection Program the member participated in at the time of withdrawal.
- (B) Any Member may voluntarily withdraw from any particular Joint Protection Program; and
- (i) It has participated in such Joint Protection Program for at least three (3) full Program Years;
  - (ii) it is a participant in another Joint Protection Program; and
  - (iii) the Member submits a written withdrawal notification in accordance with the Bylaws.
- (C) In the event that the three year participation requirement as required by (A)(i) or (B)(i) as to any such Joint Protection Program above has not been met, for each Program the withdrawing Member participated in at the time of its withdrawal, for less than three years such withdrawing member shall be obligated to pay all Contributions and Assessments as if that Member had remained in each such Program for the full three years from the inception of its membership in the Authority.
- (D) In the event that the notice is not provided as required by (A)(ii) or (B)(iii) above, any such withdrawing Member shall, with respect to each Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.
- (E) A Member may withdraw from any Program (other than a Joint Protection Program) as provided by the Coverage Documents relating to such Program.
- (F) Withdrawal of one or more Members shall not serve to terminate this Agreement.
- (G) A Member may not withdraw as a party to this Agreement until it has withdrawn, as provided in the Bylaws from all of the Programs of the Authority.

**Article 20. Involuntary Termination.**

- (a) Notwithstanding the provisions of Article 19, the Authority shall have the right to involuntarily terminate any Member's participation in any Program, or terminate membership in the Authority, as provided in the Bylaws.
- (b) Notwithstanding any other provisions of this Agreement, the participation of any Member of the Authority, including participation in any of the Authority's Programs, may be involuntarily terminated at the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. A reasonable time shall be afforded, in the

discretion of the Board of Directors, to place coverage elsewhere. Any such involuntary termination shall not relieve the Member or Former Member of its responsibilities as provided for in Articles 17 or 21.

**Article 21. Effect of Withdrawal or Involuntary Termination.** The withdrawal from or involuntary termination of any Member from this Agreement shall not terminate this Agreement, and such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid, or donated by the Member to the Authority, or to any return of any loss reserve contribution, or to any distribution of assets (except payment of any Retained Earnings, as set forth in the following paragraph).

The withdrawal from or involuntary termination of any Member after the effective date of any Program shall not terminate its responsibility to pay its unpaid Contribution adjustments, or Assessments to such Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of contribution or assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made by the Board of Directors until all Claims, or other unpaid liabilities, have been finally resolved. In connection with this determination, the Board of Directors may exercise similar powers to those provided for in Article 22(b) of this Agreement, or as otherwise set forth in the Bylaws. Upon such withdrawal from or cancellation of participation in any Program by any Member, said Member shall be entitled to receive its pro rata share of any Retained Earnings declared by the Board of Directors after the date of said Member withdraws or is involuntarily terminated.

**Article 22. Termination and Distribution; Assignment.**

(a) This Agreement may be terminated any time with the written consent of two-thirds of the voting Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of net assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members or Former Members, including those which were signatory hereto at the time the subject Claims arose or was/were incurred, to pay any Assessment in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws. A Member or Former Member's Assessment shall be determined as set forth in the Bylaws or the applicable Coverage Documents.

(c) Upon termination of a Program, all net assets of such Program other than Retained Earnings shall be distributed only among the Members that are participating in such Program at the time of termination, in accordance with and proportionate to their cash payments (including Contributions, adjustments, Assessments and other property at market value when received) made during the term of this Agreement for such Program. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by such Program, or as otherwise set forth in the Bylaws.

(d) Upon termination of this Agreement all net assets of the Authority, other than of any Program distributed pursuant to (c) above, shall be distributed only among the Members in good standing at the time of such termination in accordance with and proportionate to their cash contributions and property at market value when received. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending Claim or loss covered by this Agreement, or as otherwise set forth in the Bylaws.

(e) In the event the Board of Directors is no longer able to assemble a quorum, the Chief Executive Officer shall exercise all powers and authority under this Article. The decision of the Board of Directors or Chief Executive Officer under this Article shall be final.

(f) In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the voting Members, may elect to assign and transfer all of the Authority's rights, assets, liabilities and obligations to a successor joint powers authority created under the Act.

**Article 23. Enforcement.** The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce the terms of this Agreement, the Bylaws and/or any policies and/or procedures of the Board of Directors and the nondefaulting party(s) should employ attorneys or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party(s) herein contained, the defaulting party agrees that it will on demand therefore pay to the nondefaulting party(s) the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party(s).

**Article 24. Nonliability of Directors, Officers and Employees.** The Board of Directors, and the officers and employees of the Authority, including former directors, officers and employees, shall not be liable to the Authority, to any Member or Former Member, or to any other person, for actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any employee or independent contractor; for loss incurred through the investment or failure to invest funds; or for loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer or employee. No director, officer or employee, including former directors, officers and employees, shall be liable for any action taken or omitted by any other director, officer or employee. The Authority shall defend and shall indemnify and hold harmless its directors, officers and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, and damages arising out of their performance of their duties as such directors, officers or employees of the Authority except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of the Authority shall be used for such purpose. The Authority may purchase conventional insurance to protect the Authority, and its participating Members or Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

**Article 25. Provisions Relating to CSDA.** It is agreed and understood the mandatory membership in CSDA provision in Article 18 is in consideration of CSDA's exclusive endorsement of SDRMA's programs as they exist or may be modified. CSDA and the Authority



may from time to time exchange services or enter into separate service agreements pursuant to Section 6505 of the Act, including, but not limited to, services relating to educational programs, marketing, web-site graphics and conferences.

So long as the Authority is a participant in the MOU, the Board of the Authority shall appoint three members of the Board to serve as members of the Alliance Executive Council. In the event the MOU has been terminated or the Authority has withdrawn from the MOU, the composition of the Authority Board of Directors shall be increased by two (2) additional directors to be appointed by CSDA. CSDA appointees shall be a director serving on the CSDA Board of Directors and said director(s) shall be a member of an agency who is a signatory to the current SDRMA Joint Powers Agreement.

CSDA shall be a third party beneficiary to Sections 18, 25, 27 of this Agreement.

**Article 26. Notices.** Notices to Members or Former Members hereunder shall be sufficient if delivered to the principal office of the respective Member or Former Member.

**Article 27. Amendment.** This Agreement may be amended at any time by a two-thirds vote of the Members; provided, that any amendment to Article 18, Article 25, or Article 27 shall require the prior written consent of CSDA. The Bylaws may be amended as provided therein. Upon the effective date of any validly approved amendment to this Agreement, such amendment shall be binding on all Members.

**Article 28. Prohibition Against Assignment.** No person or organization shall be entitled to assert the rights, either direct or derivative, of any Member or Former Member under any coverage agreement or memorandum. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member or Former Member shall have any right, claim or title or any part, share, interest, fund, contribution or asset of the Authority.

**Article 29. Agreement Complete.** The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein. This Agreement supersedes and replaces the Fifth Amended Joint Powers Amendment.

**Article 30. Counterparts.** This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

**Article 31. California Law.** This Agreement shall be governed by the laws of the State of California.

**Article 32. Severability.** Should any part, term or provisions of this Agreement be determined by any court of component jurisdiction to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

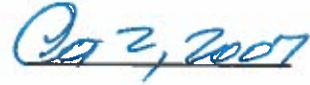
**Article 33. Effective Date.** This Agreement shall become effective as to existing Members of the Authority on the date on which the last of two-thirds of such Members have executed this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below:

Acknowledgement:



Ken Sonksen, President  
Board of Directors  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY



Date

I hereby certify this Amended Joint Powers Agreement has also received the required approval of not less than two-thirds of the Member entities then parties to the Fifth Amended Joint Powers Agreement.



James W. Towns, Chief Executive Officer  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY



Date

**EXECUTION BY MEMBER**

The Amended and Restated Joint Powers Agreement of the Special District Risk Management Authority, has been approved by the Board of Directors of the Member listed below, on the date shown, and said Member agrees to be subject to all of the terms and conditions set forth in said Agreement.

Entity Name: \_\_\_\_\_

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Clerk

Date: \_\_\_\_\_

**EXECUTION BY AUTHORITY**

The Special District Risk Management Authority (the "Authority"), operating and functioning pursuant to this Sixth Amended Joint Powers Agreement, hereby accepts the entity named above as a participating member in the Authority, subject to all of the terms and conditions set forth in this Sixth Amended Joint Powers Agreement and in the Bylaws, effective as of

\_\_\_\_\_.

**SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

By: \_\_\_\_\_  
Jean Bracy, President  
Board of Directors

Date: \_\_\_\_\_

**BYLAWS  
OF  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY**

THESE BYLAWS are for the regulation of Special District Risk Management Authority (the "Authority"). The definitions of terms used in these Bylaws shall be those definitions contained in the Sixth Amended and Restated Joint Powers Agreement relating to the Authority (the "Agreement"), supplements to such Agreement, and subsequent amendments to such Agreement, unless the context requires otherwise.

**ARTICLE I  
MEMBERSHIP**

**1. Eligibility**

Any district, public agency, or public entity organized under the laws of the State of California, which is a member of the California Special Districts Association ("CSDA") is eligible for membership in the Authority upon approval by the Board of Directors of the Authority.

**2. Participating Member**

A "Member," as that term is used herein, is any public entity described in Section 1 above in the State of California whose participation in the Authority has been approved by the Board of Directors, and which (a) has executed the Joint Powers Agreement or successor document pursuant to which these Bylaws are adopted, and (b) which participates in a Joint Protection Program. Absent specific approval of the Board of Directors, all members shall at all times be a participant in either the Property/Liability Program or Workers' Compensation Program established by the Authority.

**3. Successor Member Entity**

Should any Member reorganize in accordance with the statutes of the State of California, the successor in interest, or successors in interest, if a member of CSDA, may be substituted as a Member upon approval by the Board of Directors of the Authority.

**4. Annual Membership Meeting**

An annual meeting of the members of the Authority shall be held at a time and place to be determined by the Board of Directors. The annual meeting shall be conducted in accordance with policies established by the Board of Directors. Each and every entity that is a Member of the Authority shall, no less than thirty (30) calendar days prior to such meeting, be given written notice of the time and place of the meeting. The final agenda will be posted 72 hours prior to the meeting in the manner provided by the Ralph M. Brown Act (California Government Code Section 54950 *et seq.* (the "Brown Act")). The agenda shall include:

- a. Those matters which are intended to be presented for action by the Board of Directors;
- b. The general nature of any proposal to be presented for action; and
- c. Such other matters, if any, as may be expressly required by statute or by the Agreement.

**ARTICLE II  
BOARD OF DIRECTORS**

**1. Powers**

Under the Agreement or successor document, the Authority is empowered to carry out all of its powers and functions through a Board of Directors. The Board of Directors shall have the powers set forth as follows, or as otherwise provided in the Agreement:

- a. to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of the Authority, or which were entered into by a Member or Former Member prior to joining the Authority, and to make claims, acquire assets and incur liabilities;
- b. to incur debts, liabilities, or other obligations, including those which are not debts, liabilities or obligations of the Members or Former Members, or any of them;

- c. to charge and collect Contributions and Assessments from Members or Former Members for participation in Programs;
- d. to receive grants and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- e. to acquire, hold, lease or dispose of property, contributions and donations of property and other forms of assistance from persons, firms, corporations and governmental entities;
- f. to acquire, hold or dispose of funds, services, donations and other forms of assistance from persons, firms, corporations and governmental entities;
- g. to employ agents and employees, and/or to contract for such services;
- h. to incur debts, liabilities or other obligations to finance the Programs and any other powers available to the Authority under Article 2 or Article 4 of the Act;
- i. to enter into agreements for the creation of separate public entities and agencies pursuant to the Act;
- j. to sue and be sued in its own name; and
- k. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of the Members or Former Members), or otherwise authorized by law or the Act.

**2. Nomination of Directors**

Members may nominate candidates to the Board of Directors in the following manner:

- a. A Member may place into nomination its candidate for any open position on the Board of Directors in accordance with election guidelines established by the Board of Directors.
- b. Each candidate for election as a director must be a member of the board of directors or a management employee of a Member (as determined by the Member's governing board). Only one representative from any Member may serve on the Board of Directors at the same time.
- c. Nominating forms must be completed and received by the Authority at least fifty (50) days before the date the election will occur.
- d. This nomination process shall be the sole method for placing candidates into nomination for the Board of Directors.

**3. Terms of Directors**

The composition of the Board shall be as set forth in the Agreement. The election of directors shall be held in each odd-numbered year. The terms of the directors elected by the Members will be staggered. Four directors will serve four-year terms, to end on December 31 of one odd-numbered year. Three directors will serve four-year terms, to end on December 31 of the alternate odd-numbered year.

The failure of a director to attend three (3) consecutive regular meetings of the Board (provided such meetings shall occur in a period of not less than three (3) successive months), except when prevented by sickness, or except when absent from the State with the prior consent of the Board, as provided by Government Code, Section 1770 shall cause such director's remaining term in office to be considered vacant. A successor director shall be selected for the duration of such director's term as set forth in Section 5 hereof.

**4. Election of Directors**

Members may vote for directors in accordance with the balloting process guidelines established herein or as otherwise established by policy of the Board of Directors. Each Member shall have one vote in the election per elected position.

The Board of Directors will conduct the election of directors to serve on the Board of Directors by all-mail ballot. Written notice shall be sent by mail to each Member no later than ninety (90) days prior to the date scheduled for such election. Said notice shall (i) inform each Member of the positions to be filled on the Board of Directors at such election; and (ii) inform each Member of its right to nominate candidates for any office to be filled at the election to Article II, Section 2 of the Bylaws. A form of mail ballot containing all mailed nominations accepted for any office to be filled at the election shall be mailed in accordance with policy established by the Board of Directors to each Member. Said mailed ballot shall indicate that each Member may return the ballot to the principal business address of the

Authority and that only those ballots received prior to the close of business on the date designated for the election shall be considered valid and counted.

**5. Vacancy**

Upon the death or resignation of any member of the elected Board of Directors, or the determination such member's remaining term is vacant pursuant to Section 3 hereof, the vacancy shall be filled for the balance of the unexpired term by appointment in accordance with policy established by the Board of Directors.

**6. Meetings**

The business of the Board of Directors shall be conducted and exercised only at a regular or special meeting of the Board of Directors held in accordance with law. Written notice of each meeting shall be given to each director of the Board by mail or other means of written communication, in the manner provided by the Brown Act. Such notice shall specify the place, the date, and the hour of such meeting.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by a majority of the members of the Board.

Any annual, regular, or special Board of Directors' meeting, whether or not a quorum is present, may be adjourned from time to time, as provided by the Brown Act.

Minutes of any and all open meetings shall be available to Members upon request and distributed by mail, electronically, or available on the Authority's MemberPlus on-line web portal.

**7. Quorum and Required Vote**

A quorum of the Board of Directors shall be a majority of the total number of directors. A quorum must be present at any meeting before the business of the Board of Directors can be transacted. The vote of a majority of the Board of Directors shall be required for any act or decision of the Board of Directors, except as otherwise specifically provided by law or the Agreement. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough directors to leave less than a quorum.

**8. Expenses**

Board members shall be reimbursed by the Authority in accordance with policy approved by the Board of Directors for all reasonable and necessary travel expenses when required or incurred by any director in connection with attendance at a meeting of the Board of Directors or a committee thereof and for such other expenses as are approved by the Board. These expenses shall include, but shall not be limited to, all charges for meals, lodging, airfare, and the costs of travel by automobile at a rate per mile established by the Board of Directors.

**ARTICLE III  
OFFICERS AND EMPLOYEES**

**1. President, Vice President and Secretary**

There shall be three officers of the Board: a president, a vice president and a secretary, who shall be members of the Board of Directors.

Election of officers shall be held at the first meeting following January 1 of each year, and each officer's term shall begin immediately thereafter, and shall end following adjournment of the first meeting following January 1 of the next year, or as soon thereafter as a successor is elected.

In the event the president, vice president or secretary so elected ceases to be a member of the Board of Directors, the resulting vacancy in the office shall be filled by election at the next regular meeting of the Board of Directors after such vacancy occurs. The president or vice president may be removed, without cause, by the Board of Directors at any regular or special meeting thereof, by a two-thirds vote of the voting members of the Board.

The president shall preside at and conduct all meetings of the Board of Directors, and shall carry out the resolutions and orders of the Board of Directors and shall exercise such other powers and perform such other duties as the Board of Directors shall prescribe. The president shall be ex-officio a member of all standing committees, if any. In the absence of the president, the vice president shall carry out the duties of the president. The secretary shall keep, or cause to be kept, minutes of all meetings, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

**2. Board Committees**

Committees of the Board may be appointed in accordance with policy established by the Board of Directors, and membership on such committees may be open to non-members of the Board of Directors. Committees shall include at least one (1) member of the Board of Directors, but may not include a majority of the Board of Directors.

**3. Chief Executive Officer**

The Board shall appoint a Chief Executive Officer who shall have general administrative responsibility for the activities of the Authority. The Chief Executive Officer shall be paid by the Authority and is a contract position.

The Chief Executive Officer shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Executive Committee may order, a book of minutes of actions taken at all meetings of the Board of Directors, whether regular or special (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof. The Chief Executive Officer/ shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated representatives and alternates of each Member. The Chief Executive Officer/ shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by statute to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board, the Agreement or the Bylaws.

The Chief Executive Officer shall have the duty of administering the Programs of the Authority, as provided for in the Agreement, shall have direct supervisory control of and responsibility for the operation of the Authority including appointment of necessary employees thereof, subject to the approved budget and prior authorization of each position by the Board, and such other related duties as may be prescribed by the Board or elsewhere in these Bylaws or the Agreement.

**4. Execution of Contracts**

The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Authority, and such authorization may be general or confined to specific instances except as otherwise provided by these Bylaws or the Agreement. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

**5. Resignation**

Any officer may resign at any time by giving written notice to the president or to the Chief Executive Officer of the Authority, without prejudice, however, to the rights, if any, of the Authority under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE IV  
DESIGNATED ENTITY**

The Lewiston Community Services District is hereby designated as the applicable entity for defining the restrictions upon the manner of exercising power as set forth in the California Government Code Section 6509, and as provided for in the Agreement of which these Bylaws are a part.

Should the Lewiston Community Services District terminate its membership or be involuntarily terminated in accordance with provisions of these Bylaws, the Board of Directors shall, by resolution, name a successor Member as the "designated entity" until such time as this Article can be amended.

**ARTICLE V**  
**JOINT PROTECTION PROGRAMS**

**1. Implementation of Joint Protection Programs**

The Board of Directors may, at any time, offer such Programs as it may deem desirable. Such Program or Programs shall be offered on such terms and conditions as the Board of Directors may determine. Members must participate in at least one Joint Protection Program, but participation in any additional Programs or plans will be optional. Those Programs currently include: Property/Liability, Workers' Compensation, Health Benefits and various optional ancillary coverages. The Board of Directors shall establish the amount of Contributions, Estimated Contributions and Assessments, determine the amount of loss reserves, provide for the handling of claims, determine both the type and amount of insurance and/or reinsurance, if any, to be purchased, and otherwise establish the policies and procedures necessary to provide a particular Program for Members. As soon as feasible after development of the details of a Program, the specific rules and regulations for the implementation of such Program shall be adopted by the Board, which shall cause them to be set forth in written form in a policy and procedures manual prepared by the Authority for the Members.

**2. Method of Calculating Contributions**

The Board of Directors shall establish the method of calculating contributions for Members in each Program or plan annually.

**ARTICLE VI**  
**FINANCIAL AFFAIRS**

**1. Accounts and Records**

In compliance with California Government Code Sections 6505.5 and 6505.6 (or as they may be amended), the Treasurer of the Authority shall establish and maintain such bank accounts and maintain such books and records as determined by the Board of Directors and as required by generally accepted accounting principles, the Governing Documents, applicable law, or any Resolution of the Authority. Books and records of the Authority shall be open to inspection at all reasonable times by authorized representatives of Members. Periodically, but not less often than annually, financial reports shall be made available to all Members.

As provided in the Agreement, the funds, reserves and accounts of each Program shall not be commingled and shall be separately accounted for; provided, however, that administration and overhead expenses of the Authority not related to a specific Program or Programs may be allocated among Programs as determined by the Board of Directors.

**2. Audit**

The Authority shall obtain an annual audit of its financial statements, which audit shall be made by an independent certified public accountant and shall conform to generally accepted auditing standards and accounting principles. A copy of said audit report shall be available, upon request, to each of the Members. Such audit report shall be obtained and filed within six months after the end of the fiscal year under examination with the State Controller and the Auditor-Controller of Sacramento County. A copy will also be posted to the Authority's website.

**3. Annual Budget**

Prior to the beginning of each Fiscal Year (or Program Year, as appropriate) the Board shall annually approve an operating budget for the Authority, including a budget for each Joint Protection Program.

**4. Risk Sharing**

a. Except as otherwise determined by the Board, all Programs established and/or operated under the Agreement or these Bylaws are intended to be risk-sharing programs. Notwithstanding this intention, and upon findings by the Board of Directors of the Authority that confirm the value thereof, the Board of Directors may recognize sound risk management and loss control by the members through contribution and coverage modifications.

b. The Board of directors authorizes the Chief Executive Officer to make adjustments to a member agency's specific deductibles, risk factor, experience modification factor or the coverage afforded based on:

i. The Member's loss experience in comparison to the loss experience of the other members;



- ii. Non-compliance with SDRMA recommended risk management or loss control measures;
- iii. The Member's failure to allow SDRMA or its agents reasonable access to facilities and records in the event of a claim or a loss control inspection;
- iv. The Member's failure to cooperate with SDRMA's officers, agents, employees, attorneys and claim adjusters; or
- v. The Member's failure to honor any other reasonable request by SDRMA with respect to fulfilling the Member's responsibilities as outlined in Article 17 of the Joint Powers Agreement relating to the Authority.

**5. Distribution of Net Position**

Any Net Position from the operation of any Program, in such amounts and under such terms and conditions as may be determined by the Board of Directors, may be distributed to the Members in such Program. Any distribution of such funds shall be made on a pro rata basis in relation to net contributions paid to that Program and shall be made only to those Members which participated in the Program during the Program Year in which the Net Position were generated. Such distributions may be made to Members based on the Program Year(s) during which the Member participated, even if the Member is not a Member at the time of the distribution.

**6. Assessments**

- a. If, in the opinion of the Board of Directors, claims against Members in any particular Program or plan for any particular Program Year are of such a magnitude as to endanger the ability of the Authority to continue to meet its obligations for that Program for that Program Year, each Member who has participated in that particular Program or plan of the Authority during the applicable Program Year shall be assessed a pro rata share of the additional amount determined necessary by the Board of Directors to restore the ability of the Authority to continue to meet its obligations for the applicable Program Year.
- b. Each Member's pro rata share of the total Assessment shall be in the same proportion as that Member's gross contributions paid during or due for the applicable Program Year bears to the total gross Contributions paid by or due from all Members during the applicable Program Year. In calculating these amounts, the Assessment shall not be included in gross Contributions.
- c. Failure of any Member to pay any regular Contribution or Assessment when due shall be cause for the involuntary termination of that entity's membership in the Authority. Such Assessment shall be a debt due by all Members who have participated in the applicable Program or plan during the applicable Program Year, and shall not be discharged by termination of membership.

**7. Fiscal Year**

The Authority shall operate on a fiscal year commencing on July 1 and ending on the following June 30. Such fiscal year shall also be the Program Year for any Member in any Joint Protection Program.

**8. Agency Funds; No Loans**

All funds received within a Joint Protection Program, as determined by the Board, for the purposes of the Authority shall be utilized solely for the purposes of such Joint Protection Program, and all expenditures of funds shall be made only upon signatures authorized by the Board of Directors, which shall establish the necessary procedures for doing so. Any funds not required for the immediate need of the Authority, as determined by the Board of Directors, may be invested in any manner authorized by law for the investment of funds of a special district.

Except for the allocation of administrative and overhead expenses, and for investment purposes as set forth in the Agreement, Program funds shall not be commingled and shall be separately accounted for.

The Board may not approve loans between Programs.

**9. Grants and Donations**

Without in any way limiting the powers otherwise provided for in the Agreement, these Bylaws, or by statute, the Authority shall have the power and authority to receive, accept, and utilize the services of personnel offered by any Member, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any Member or its agents or representatives; and to receive, accept, expend, and disburse funds by contract or otherwise, for

purposes consistent with the provisions of the Agreement, which funds may be provided by any Member, their agents, or representatives.

**10. Recovery of Payment**

In the event of any payment by the Authority, the Authority may on behalf of the Member, either in the name of the Authority, in the name of the Member or both, recover sums paid to or on behalf of the Member from any person or organization liable, legally, contractually or otherwise, and the Member shall execute and deliver such instruments and papers, and do whatever else is necessary including execution of an assignment of all claims, including all rights to recover attorney fees, to the Authority or to a third party at the Authority's request, to secure such recovery and shall do nothing to impair such recovery. All sums recovered shall be applied to reimburse the Authority for payments made to or on behalf of the Member, to reimburse the Authority for the expense of such recovery, and to reimburse the Member for any deductible or co-insurance penalty paid.

**ARTICLE VII**

**WITHDRAWALS: TERMINATION OF MEMBERSHIP**

**1. Withdrawal from Programs**

A Member may voluntarily withdraw from any particular Program only in accordance with the applicable provision of the Agreement or any successor document thereto. A Member may withdraw from a Program without withdrawing from the Agreement if it is a participant in another Joint Protection Program of the Authority. Notice of intention to withdraw from a Program must be given to the Authority at least ninety (90) days prior to the end of the Program Year. No withdrawal shall become effective until the end of the applicable Program Year.

**2. Involuntary Termination**

Membership shall be deemed automatically terminated immediately and without prior notice upon the failure of any Member to maintain membership in at least one of the Authority's Programs.

In addition, a Member may be terminated from membership in a Program or the Agreement for cause upon a majority vote of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than sixty (60) days following the Board's decision to terminate and notice thereof is provided to the Member pursuant to Article VII, Section 3. For purposes of this Section, cause shall be deemed to include the following:

- a. Failure to pay any contribution, deposit, contribution to loss reserve, or assessment when due.
- b. Failure to comply with the Bylaws or with the policies and procedures established by the Authority.
- c. Based on a Member's loss experience, the Board of Directors has determined it to be detrimental to the stability of the pool.
- d. Dissolution of a Member.
- e. Failure to maintain membership in CSDA.
- f. Failure to undertake or continue risk management or loss control measures recommended by SDRMA or the Board of Directors.
- g. Failure to allow SDRMA or its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of a Program.
- h. Failure to cooperate fully with SDRMA officers, employees, attorneys, claims adjusters or other agents.
- i. Failure of a Member, the elected governing body of a Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the Constitution or laws of the State of California.
- j. Any other act, omission or event, whether or not the fault of the Member, which causes the Member's continued membership in SDRMA to be inconsistent with the best interests of SDRMA or any of its programs.

**3. Notification; Hearing, Obligations Upon Involuntary Termination**

A Member which is automatically terminated on account of its failure to maintain membership in at least one of the Authority's Programs shall be given notice of such termination within thirty (30) days after such automatic termination. However, the failure to give such notice shall not operate to reinstate such Member.

If the Chief Executive Officer determines that cause exists for termination of a Member's membership and that the Member's membership should, in the best interest of the Authority, be terminated, the Chief Executive Officer shall

issue a written notice to the Member, sent by certified or first class mail, stating the reason or reasons for the proposed termination of membership. In addition, the notice shall state that the Board of Directors, at the next regularly scheduled meeting or at a special meeting, on a date specified in the notice at least thirty (30) days following the date of the notice, will consider the Member's termination of membership at the recommendation of the Chief Executive Officer, and invite the Member to request a hearing on the proposed termination of membership at the board meeting. Any request for a hearing must be made within ten (10) days of the date of the notice. If a hearing is timely requested by the Member at the meeting specified in the notice, the Chief Executive Officer shall present the case for termination of membership for cause to the Board of Directors. The Member shall have a reasonable opportunity to present its case to the Board of Directors and may attempt to show that since the date of the notice, it has undertaken steps to cure any curable grounds for termination of membership.

The decision by a majority of the Board of Directors to terminate a Member's membership shall be final and shall not be subject to appeal in any forum. Notice of the Board's decision shall be given to the Member by certified or first class mail within five (5) days following the decision of the Board of Directors and shall state the effective date of the termination of the Member's membership.

Any terminated Member shall continue to be bound to those same continuing obligations to which a withdrawing Member is obligated in accordance with Article VII, Section 6 of these Bylaws.

**4. Voluntary Withdrawal from Agreement**

A Member may withdraw voluntarily only as provided in the Agreement. Notice of intention to withdraw from the Agreement must be given to the Authority at least 90 days prior to the end of the Program Year of any Program in which the Member participates at the time of the notice.

**5. Payment Upon Termination of Membership**

In the event of a termination of the membership of any Member by involuntary or voluntary termination, said Member shall thereafter be entitled to receive its pro rata share of any distribution of Net Position declared by the Board of Directors that pertains to a coverage year during which the terminated Member participated in any particular Program for which such distribution is made. Such payment shall be in full settlement and satisfaction of any and all claims that said terminated Member may have against the Authority.

**6. Continued Liability**

Upon withdrawal or involuntary termination of a Member, the Agreement shall not terminate and that Member shall continue to be responsible for any unpaid Contributions and for any Assessment(s) levied in accordance with the provisions of the Agreement or Bylaws. Such Member, by withdrawing or being involuntarily terminated, shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to the Authority, or to return of any loss reserve contribution, or to any distribution of assets (except payment of any Net Position, as set forth in Article VII, section 5 above).

**ARTICLE VIII**

**TERMINATION OF THE AUTHORITY; TERMINATION OF PROGRAMS**

1. After having made proper provision for the winding up of the affairs of the Authority and each of the Programs operated by the Authority, the Authority shall distribute the net assets of the Authority as follows:
  - a. The net remaining assets of the Property/Liability Joint Protection Program shall be paid on a pro rata share basis to each Member who is a member of said Joint Protection Program at the time of termination of the Authority. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to said Joint Protection Program or its predecessor in interest from its inception in 1986 and continuing throughout said Member's period of participation bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest during its period of operation by all members of said Joint Protection Program at the time of termination.
  - b. The Authority shall pay to each Member who is a member of the Workers' Compensation Coverage Joint Protection Program at the time of termination its pro rata share of the net remaining assets of said Joint Protection Program. A member's pro rata share shall be in the same proportion as the total Contributions and

Assessments paid by that Member to said Joint Protection Program and its predecessor in interest offered by SDWCA, from its inception in 1982 and continuing throughout that Member's participation, bears to the total Contributions and Assessments paid to said Joint Protection Program and its predecessors in interest offered by SDWCA, during its period of operation by all members of said Joint Protection Program at the time of termination.

- c. The Authority shall pay to each Member who is a member of any additional Program, excluding the Health Benefits Program operated by the Authority at the time of termination its pro rata share of the net remaining assets of said Program. A Member's pro rata share shall be in the same proportion as the total Contributions and Assessments paid by that Member to such Program during its period of participation bears to the total Contributions and Assessments paid to that Program during its entire period of operation by all Members of that Program at the time of termination.
2. The Board of Directors is also vested with the power to terminate individual Programs operated by the Authority without terminating the Agreement or terminating the Authority. In the event of termination of a Program operated by the Authority, said Program shall continue to exist for the purpose of paying or making provision for the payment of all known claims arising within said Program; for insuring, reinsuring or making other provision for the payment of any and all unknown claims covered by such Program; for the payment of all debts, liabilities, administrative expenses, and obligations of that Program out of the assets of that Program; and to perform all other functions necessary to wind up the business affairs of that Program. After having made proper provisions for the winding up the business affairs of a terminated Program, the Authority shall pay to each Member who is a member of that Program at the time of termination its pro rata share of net remaining assets of that Program. A Member's pro rata share of the net remaining assets of each such terminated Program shall be computed as set forth in paragraph (1) above.
3. In lieu of terminating this Agreement, the Board, with the written consent of two-thirds of the existing Members, may elect to assign and transfer all of the Authority's rights, assets, claims, liabilities and obligations to a successor joint powers authority created under the Act.

**ARTICLE IX**  
**PROVISIONS RELATING TO CSDA**

**1. Board of Directors; Alliance Executive Council**

In the event the Alliance Executive Council MOU has been terminated or the Authority has withdrawn from the MOU, two (2) additional directors to be appointed by CSDA shall increase the composition of the Board of Directors. So long as the Authority is a participant in the MOU, the Board shall appoint three (3) members of the Board to serve as members of the Alliance Executive Council.

CSDA is authorized to appoint two (2) directors as provided in the Agreement, the terms of such appointed directors will end on December 31 of the alternate odd-numbered year to coincide with SDRMA's election of the minority number of directors.

Upon the death or resignation of a member of the Board of Directors appointed by CSDA, the vacancy shall be filled for the balance of the unexpired term by appointment by CSDA.

**ARTICLE X  
AMENDMENTS: EFFECTIVE DATE**

These Bylaws may be amended at any time by majority vote of the Board of Directors following a 30-day written notice to all Members as to the amendment(s) proposed to be adopted, except that these Bylaws cannot be amended in any way that would conflict with the terms and provisions of the Agreement or successor document and any amendment thereof. Said written notice provided to members shall include notification of the Board meeting date, time and location that action will be taken by the Board on the proposed amendments.

**ARTICLE XI  
PRIOR BYLAWS REVOKED**

When approved by the Board of Directors these Bylaws, upon coming effective pursuant to Article X will supersede and replace all prior bylaws.

\*\*\*\*\*

AYES:

NOES:

ABSTAINED:

ABSENT:

Approved:

  
\_\_\_\_\_  
Ed Gray, Vice-President - Board of Directors  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

January 4, 2018  
Date

Attested:

  
\_\_\_\_\_  
Gregory S. Hall, ARM, Chief Executive Officer  
SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

# Comparisons

	SDRMA	CAPRI (Current)
<b>Liability &amp; Property</b>		
Premium	93,733.13	77,581.00
Safety Credit	13%* (5,102.24) *based on GL & AL only of \$39,248 (after 1st yr)	15%* (5,443.00) *Based on GL only of \$36,286
Final Premium	88,630.89	72,138.00
Dividend	None	(5,500.00) estimate
Net Liability & Property Cost	<u>88,630.89</u>	<u>66,638.00</u>
<b>Workers' Comp</b>		
Premium	92,673.00	108,864.00
Safety Credit	13% (12,682.00) * Full prem, prior to multi disc (after 1st yr)	None
Final Premium	79,991.00	108,864.00
Dividend	None	None
Net Liability & Property Cost	<u>79,991.00</u>	<u>108,864.00</u> estimate
<b>Totals</b>	<b>168,621.89</b>	<b>175,502.00</b>

# Mixed Proposal versus Current Contract with CAPRI

SDRMA WC/CAPRI Lia-Prop      CAPRI (current)

<b>Liability &amp; Property - CAPRI</b>		
Premium	77,581.00	77,581.00
Safety Credit    15%*	(5,443.00) *Based on GL only of \$36,286	(5,443.00) *Based on GL only of \$36,286
Final Premium	72,138.00	72,138.00
Dividend estimate	(5,500.00)	(5,500.00)
Multi Rate Discount Lost	3,879.00	
Net Liability & Property Cost	<u>70,517.00</u>	<u>66,638.00</u>
<b>Workers' Comp</b>		
Premium	92,673.00	108,864.00
Safety Credit    13%*	(12,682.00) *Full prem, prior to multi disc (after 1st yr)	None
Final Premium	79,991.00	108,864.00
Dividend	None	None
Multi Rate Discount Lost	4,877.00	
Net Liability & Property Cost	<u>84,868.00</u>	<u>108,864.00</u>
<b>Totals</b>	<b><u>155,385.00</u></b>	<b><u>175,502.00</u></b>

# Program Comparissons

	CAPRI	SDRMA
<b>Liability/Property Program</b>		
Payroll	\$ 2,390,236.00	\$ 2,390,296.00
GL Limits	\$ 25,000,000.00	\$ 25,000,000.00
GL Deductible	\$0.00	\$0.00
Dividend Potential	Yes	No
Coverage Includes Sex Molestation/Sex. Inj	Yes	No
Board Member Coverage	Yes	Yes
Board Member Limits of Coverage	\$ 25,000,000.00	\$ 500,000.00
Board Deductible	\$0.00	\$ 500.00
Volunteers Covered	Yes	Yes
Safety Credit Potential	15%	13%
Additional Insured	Yes	Yes
Defense Coverage	Yes	Yes
Coverage for Land Movement/Subsidence	Yes	No
Emotional Distress	Yes	No
Employment Practices	Yes	Yes
Employment Practices Deductible	\$ 5,000.00	\$ 2,500.00
Errors and Omissions/Public Officials	\$ 25,000,000.00	\$ 2,500,000.00
Liability Limits for Auto Liability	\$ 25,000,000.00	\$ 2,500,000.00
Employee Benefits Liability	Limited/\$25,000,000	\$ 2,500,000.00
Auto Liability Deductible	\$0.00	\$0.00
Auto Liability Limits	\$ 25,000,000.00	\$ 2,500,000.00
Bodily Inury Deductible	\$0.00	\$0.00
Property Deductible	\$ 2,000.00	\$ 1,000.00
Uninsured Motorist	Yes	Yes
Asbestos	No	No
Lead	No	No
<b>Property Coverage</b>		
Property Deductible	\$ 2,000.00	\$ 1,000.00
Property TIV	\$ 17,993,871.00	\$ 17,993,871.00
Vehicle Inventory	\$ 219,431.00	\$ 218,430.00
Mobile Equipment	\$ 552,000.00	\$ 617,566.00
Earthquake Coverage	Yes	No
Earthquake Limits	5,000,000.00	No
All Risk Property Limits	1,000,000,000.00	1,000,000,000.00
Earthquake Deductible	5% of Values at Risk or \$50,000 whichever is higher	None
Flood Coverage	Yes	Yes



Flood Limits		10,000,000.00	10,000,000.00
Flood Deductible		\$20,000	\$50,000
Personal Property Coverage	Yes		Yes
Accounts Receivables	Yes		Yes
Business Interruption		100,000,000.00	100,000,000.00
Terrorism Coverage	Yes		Yes
Cyber Coverage		2,000,000.00	2,000,000.00
Mold Coverage		100,000.00	No
Pollution Coverage	Yes/Limited		Yes/Limited
<b>WC Program</b>			
Experience Modification Factor		94%	94%
Limits of Liability	Statutory/Unlimited		Statutory
Safety Credit Potential	No		13%
Payroll	\$	2,390,236.00	\$ 2,390,236.00
Dividend Potential	Yes		No
<b>Crime Coverage</b>			
Crime Coverage Deductible		1,000.00	1,000.00
EE and Board Theft, Forgery, Alteration, Robbery, Fraud, Counterfeit, Funds Transfer, etc.)	\$	1,000,000.00	\$ 2,500,000.00
<b>Identify Fraud Protection Coverage</b>			
Full-time Employees and Family and Board of Director:		25,000.00	No Coverage

## **Item 8.4 Cover sheet – Amending ARD Ordinance #1: Prohibited Presence in Parks; Trash and Littering; Fires and BBQ Grills**

Auburn Area Recreation and Park District (ARD) Policy Committee meeting January, 2019; Board of Director's meeting January, 2019

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) consider beginning the process to amend ARD Ordinance #1 to clarify what activities are prohibited in parks after dusk, to strengthen rules on littering and the use of ARD trash receptacles and to clarify what sort of fuels can be used in ARD BBQ grills?

### **Background**

California Public Resources Code (PRC) section 5786.1 empowers the Boards of Special District to adopt and enforce ordinances necessary for the administration, government and protection of all property, improvements and facilities under its management or belonging to the District.

Staff is proposing three amendments at this time:

### **Proposed Amendment #1:**

ARD Ordinance #1, Section R, states the following:

R. Prohibited presence. No person shall tent, camp, lodge, or otherwise be present in any park after dusk or before dawn or at times otherwise posted, except when lawfully in attendance at an event permitting such.

ARD Ordinance #1, Section CC, states the following:

CC. Lights. No person utilizing an illuminated playing area shall continue to do so after 10:45 p.m. of each day. The persons using such an area shall ensure that all lights for the area are turned off no later than 10:45 p.m. unless authorized by Special Use Permit.

Section R does not address people who may be using a park to participate in an authorized activity at a lit facility. These activities may include (but are not limited to): adult softball, youth baseball, pickleball/tennis played on lit courts, outdoor basketball played on lit courts.

A recent emphasis placed on enforcing Section R used added signage to notify users of park hours. This caused some concern with at least one person who thought she may not be able to play evening pickleball.

Proposed amendments to this section are attached.

### **Proposed Amendment #2:**

ARD Ordinance #1, Section T, states the following:

T. Waste liquids and refuse. No person shall dispose of dishwater or other waste liquids or dispose of any garbage, empty container, or other solid waste material within a park, other than in receptacles or other facilities provided for such disposal.

ARD has been having some issues with people using District trash receptacles and dumpsters to dispose of their personal trash.

Proposed amendments to this section are attached.

**Proposed Amendment #3:**

In December of 2016, the ARD Board considered amending ARD Ordinance #1 to clarify what sort of fuel materials could be used in ARD grills. The Board decided at that point that it would wait until the next time ARD Ordinance #1 was amended to make any changes to these sections.

Proposed amendments to these sections are attached.

**Recommendation for the Board of Directors**

Review and discuss the proposed changes.

The Policy Committee forwarded this item to the Board with a positive recommendation to review and provide direction to move forward with the Ordinance amendment process. The Policy Committee had a split vote on the wording for Section CC, part of proposed amendment #1. That split vote can be seen on the corresponding attachment.

Ordinance amendment procedures would need to be followed should the Board opt to amend ARD Ordinance #1. This involves public notice and two readings. The process will take 2 – 3 months.

**Fiscal Impact**

The proposed amendment would have a minor fiscal impact to the District, including costs to publicly notice the amendment (approx. \$500) and signage (less than \$500).

**Attachments**

Proposed amendments to ARD Ordinance #1, Section R

Proposed amendments to ARD Ordinance #1, Section T

Proposed amendments to ARD Ordinance #1, Sections A and S

## Proposed new language for ARD Ordinance #1 re: Prohibited presence

(new language in red)

R. Prohibited presence. No person shall tent, camp, lodge, or otherwise be present in any park after dusk or before dawn or at times otherwise posted, except when lawfully in attendance at an event or authorized rental permitting such or participating in an approved activity at a lit facility. All activities at lit facilities must obey Section CC.

CC. Lights. No person utilizing an illuminated playing area (Director Ainsleigh recommends "recreation area"; Director Holbrook does not concur) shall continue to do so after 10:45 p.m. of each day. The persons using such an area shall ensure that all lights for the area are turned off no later than 10:45 p.m. unless authorized by Special Use Permit.

## **Proposed Amendment to ARD Ordinance #1, Section T. re: Trash and Littering**

### **Current ARD Ordinance #1, Section T :**

**T. Waste liquids and refuse. No person shall dispose of dishwater or other waste liquids or dispose of any garbage, empty container, or other solid waste material within a park, other than in receptacles or other facilities provided for such disposal.**

### **Current Placer County Ordinance:**

**B. Littering Prohibited. No person shall leave or deposit rubbish, litter or trash of any kind, except in receptacles provided for said purposes. Receptacles in public recreation areas are intended solely for the purpose of park generated trash or rubbish. Under no circumstances may any person bring rubbish or trash into a PRA for the purpose of disposing into PRA receptacles.**

### **Proposed ARD Ordinance, Section T:**

**T. Waste liquids, refuse and littering. No person shall leave or deposit rubbish, litter, waste liquids or trash of any kind, except in receptacles provided for said purposes. Receptacles in District parks are intended solely for the purpose of park generated trash or rubbish. Under no circumstances may any person bring waste liquids, refuse or trash into a District park for the purpose of disposing into District park receptacles.**

## **Proposed Amendments to ARD Ordinance #1, Section A. and S.: BBQ grills and fires**

ARD Ordinance #1, Section A, states the following:

A. Fires. No person shall make or kindle a fire within any park except in stoves or other facilities specifically provided by the District or in a container commercially manufactured for such purposes, and used only in areas designated for such use. **All persons must obey Section S.** No fire shall be lit or maintained within a park between the hours of 10 p.m. and 7 a.m. of the next succeeding day, except by Special Use Permit.

S. Picnicking. No person shall cook any meal within a park except in an area authorized and provided for such use. **Only charcoal briquettes or other commercially made cooking products are allowed in District BBQ grills.**

**SECTION: 9.0 ITEMS FOR DISCUSSION AND INFORMATIONAL ITEMS**

1. ARD Irrigated Turf Information and Numbers. (Acquisition & Development Committee)
2. Creating a Nature Preserve/Arboretum on the Shockley Property. (Acquisition & Development Committee)
3. County Mitigation Fund, current balance \$487,738.

## **Discussion Item # 1. Cover sheet – ARD Irrigated Turf Information and Numbers**

**Auburn Area Recreation and Park District Acquisition and Development Committee meeting January, 2019; Board of Director's meeting January, 2019**

### **The Issue**

A review of how ARD's irrigated turf areas are used. The Acquisition and Development Committee requested this information.

### **Background**

ARD irrigates and maintains approximately 53 acres of turf. The A&D Committee requested a break down of how the turf is used.

An estimate of each park's amount of turf used for sports and for other purpose is attached.

Staff used tools available through Google Earth Pro to come up with these estimates.

### **Recommendation for the Board of Directors**

Review and provide direction.

The A&D Committee reviewed this information and forwarded to the Board for review.

### **Fiscal Impact**

N/A

### **Attachments**

ARD irrigated turf area numbers.



## ARD Irrigated Turf Information

All measurements are estimates using Google Earth

All measurements are in acres

Park	Sports	Other	Total
Recreation	2.7	5.62	8.32
Regional	8.6	10.87	19.47
Ashford	0.74	2.74	3.48
Railhead	5.26		5.26
Overlook		0.5	0.5
CVCC		0.3	0.3
Meadow Vista	2.34	8.15	10.49
Placer Hills	0.24	1.25	1.49
Winchester	2.65		2.65
Christian Valley	1.17	0.6	1.77
<b>TOTALS</b>	<b>23.7</b>	<b>30.03</b>	<b>53.73</b>

\* Dog Park incl. in sports number

\* Small soccer field incl. in sports number

## **Discussion Item # 2. Cover sheet – Creating a Nature Preserve/Arboretum on the Shockley Property**

**ARD Acquisition and Development Committee November, 2018; January, 2019; Board of Director's Meeting January, 2019**

### **The Issue**

A discussion regarding the possibility of creating a Nature Preserve and/or Arboretum on the Shockley Property. Director Ainsleigh has requested that this item be considered.

### **Background**

In May of 2007, ARD was notified of a donation of 28 acres +/- of land off of Shockley Rd. (nearest cross street is Auburn Ravine Rd.). This donation came from the William B. Shockley and Emmy L. Shockley trust. With this donation came \$50,000 to be used to establish and maintain the gifted real property, for use as a park to be named the "Nobel Laureate William B. Shockley and his wife Emmy L. Shockley Memorial Park". The trust documents stated that the primary use of the property shall be for passive activities. The ARD Board of Directors accepted the property in March of 2009.

In September of 2009, the ARD Board of Directors, in response to news articles and concern from local, regional and national individuals and organizations, approved the following statement:

"As a point of clarification, the Auburn Area Recreation and Park District (ARD) currently has no intention, either now or in the near future, of erecting any kind of signage or other physical identification naming the recently acquired 28 acres on Shockley Avenue (Road). Also, the District currently has no intention of improving the property for public use in the near future. Questions regarding this subject should be directed to the District Administrator for ARD."

Director Ainsleigh has requested that ARD consider the creation of a Nature Preserve or Arboretum on the Shockley Property. Examples were shared of other similar parks, including the University of Washington Botanic Gardens. Several pages from their website are attached. Director Ainsleigh also made the following suggestion:

"I'm wondering if the Nature Conservancy may want to be involved in the nature preserve-arboretum concept, and our local Japanese-American community may jump at the chance of creating a Japanese Garden around the water feature that is there already. Definitely something to think about."

### **Recommendation for the Board of Directors**

Review, discuss and provide direction. This item was postponed for discussion until Dec/Jan.

While the Shockley property and our more arid climate do not lend itself to a botanical garden as seen at UW, there would be the possibility of creating an arboretum more suitable to our local climate.

The A&D Committee does not recommend proceeding with this item at this time. A passive trail system could be considered in the future.

**Fiscal Impact**

Unknown at this point.

**Attachments**

Info about the University of Washington Botanic Gardens.



## Explore your Arboretum

The Arboretum is a hidden gem on the shores of Lake Washington. Jointly managed by the University of Washington Botanic Gardens and the City of Seattle, its 230 acres contain a dynamic assortment of plants, some found nowhere else in the Northwest. Take a walk through the Arboretum and discover this beautiful living collection. The Graham Visitors Center contains an information desk, and a gift shop managed by the **Arboretum Foundation** (<http://www.arboretumfoundation.org/>). The **Japanese Garden** (<https://www.seattlejapanesegarden.org/>), located at the south end of the Arboretum has an entrance fee and is managed by the City of Seattle. The Botanic Gardens is a unit within the **School of Environmental & Forest Sciences**. (<http://sefs.uw.edu/>)

MAKE A GIFT

(<https://botanicgardens.uw.edu/about/give/>)

**Join Us**



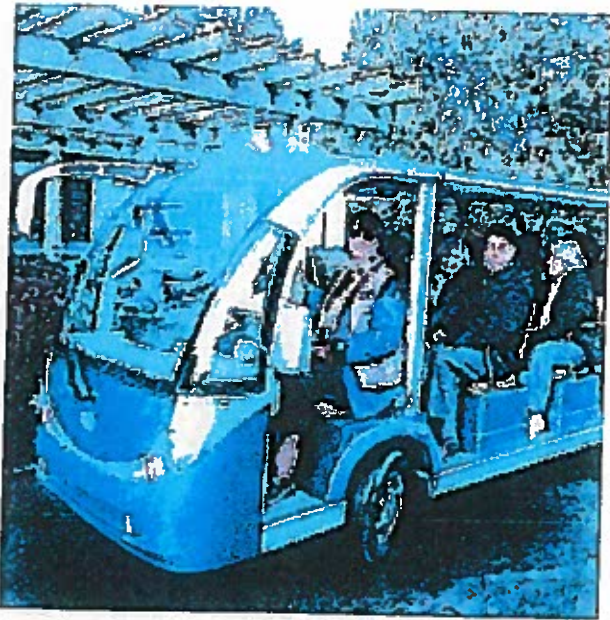


**Visit** (<https://botanicgardens.uw.edu/washington-park-arboretum/visit/>)

The Arboretum is open everyday from dawn to dusk, free of charge.

LEARN MORE

---



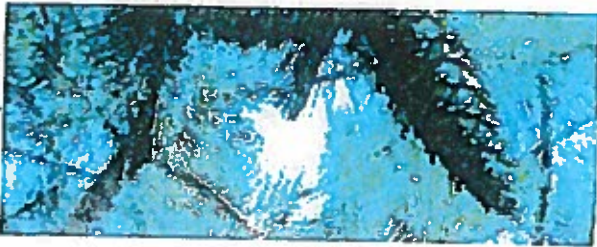
**Activities** (<https://botanicgardens.uw.edu/washington-park-arboretum/activities/>)

Take a guided tour or sign up for a family night hike. There is so much to do at the Arboretum!

LEARN MORE

---





## **Plants & Gardens** (<https://botanicgardens.uw.edu/washington-park-arboretum/gardens/>)

We have world-class collections of oaks, maples and camellias, not to mention the best winter garden in the West!

[LEARN MORE](#)

---

The Graham Visitors Center (<https://botanicgardens.uw.edu/washington-park-arboretum/visit/graham-visitors-center/>) welcomes the public and also offers the rental space of Wisteria Hall (<https://botanicgardens.uw.edu/washington-park-arboretum/visit/venue-rental/>) and two adjacent terraces. These are available for meetings, weddings, bar/bat mitzvahs, memorials, retreats, parties and other social gatherings. The Arboretum Foundation's offices are located in the Graham Visitors Center. The Arboretum Foundation supports the care and maintenance of the Arboretum, as well as the environmental education programs. Find out more about the Arboretum Foundation Membership program (<https://www.arboretumfoundation.org/support/membership/>).



## **Read the Latest**

NOVEMBER 3

OCTOBER 17

OCTOBER 8





# GARDENS

[HOME](#) / [WASHINGTON PARK ARBORETUM](#) / [GARDENS](#)

The Arboretum collections are displayed in a variety of thematic gardens, ranging from the ecogeographic gardens in the south end to seasonal gardens such as the Witt Winter Garden. Some collections are display by taxonomic group. Learn more about our **plants** (<https://botanicgardens.uw.edu/washington-park-arboretum/plants/>).



PACIFIC CONNECTIONS GARDEN



JOSEPH A. WITT WINTER GARDEN



WOODLAND GARDEN



SHORELINE & FOSTER ISLAND



RHODODENDRON GLEN



AZALEA WAY



JAPANESE GARDEN

VISIT

ACTIVITIES

GARDENS





**FUTURE  
WATCH  
2019**

# What's in store for tourism parks, Placer County?

2019's future moves closer to new hotel, more parks, fire safety

BY GUS THOMSON  
OF THE AUBURN JOURNAL

What are you watching for in 2019?

In this edition and coming editions, the Auburn Journal poses the question to local leaders to find out what's on their minds as the year turns and the future starts to unfold for Auburn and Placer County.

Today, we hear from Placer County Supervisor Jim Holmes, Visit Placer-California Welcome Center CEO Rob Haswell and Auburn Recreation District Administrator Kahl Muscott:

**Jim Holmes**

"I will be working with the Board of Supervisors and the communities throughout  
• SEE FUTURE PAGE A10



The 128-room Springhills Suites by Marriott on Bowman Road is moving closer to opening as 2019 dawns.

GUS THOMSON • AUBURN JOURNAL

*Auburn Journal  
Dec. 30, 2018*



## FUTURE: continued from A1

Placer County as well as the special fire districts to promote fire safety and sustainability of our fire protection services.



We are moving in the right direction to provide access to workforce housing and housing for our mentally ill population. The Mid Placer Shelter has come a long way with the contract with The Gathering Inn. The North Auburn community has come to terms with the shelter in their community and is working collaboratively with The Gathering Inn to keep their community safe.

I will work to continue Placer County's prudent financial planning and conservative approach to spending taxpayer dollars.

I appreciate the comments from Auburn Mayor, Cheryl Maki: let us work together and keep national partisanship out of local government. Local government is the closest to the people we represent and where citizens actually see where we get things done."

### Kahl Muscott

"Amazing ARD events are back. 2018 was a record year for recreation district events, and 2019 looks to be even better. A calendar of events can be found at [auburn-rec.com](http://auburn-rec.com).

The district will be taking the first steps towards developing the property commonly known as the '24 acres.' This property, located between Regional Park

and the Deer Ridge subdivision will most likely be built in phases, with the first stage not scheduled for development until 2020.



Finally, the project that ARD is the most excited about — developing the Auburn Bike Park. Construction is expected to start in April or May, depending on weather. Watch for updates in early 2019."

### Rob Haswell

"Visit Placer is spearheading a 'Restaurant Week' campaign as part of Visit California's Restaurant Month initiative for the month of January. Our week will be Jan. 4-13 and our theme is 'Placer Celebrates Mandarins.'

It's been a great effort, in part because PlacerGROWN has partnered with us. We have a dozen participating restaurants, all of whom will be offering a dish or dishes that feature Placer County mandarins. And PlacerGROWN has offered to provide each restaurant with 100 pounds of mandarins.

Springhill Suites by Marriott coming online will be a huge addition for Auburn, adding another high-end lodging and group destination to the area. Auburn is really coming into its own right now, and a nationally recognized brand like the Marriott is further proof."



Rob Haswell

# ARD new board members sworn in, \$16K donated to youth programs

## JOURNAL STAFF

The Auburn Area Recreation and Park District (ARD) held their last board meeting of the calendar year on Dec. 13. The board meeting was marked by three noteworthy events:

First, before the meeting, Directors Scott Holbrook and Jim Ferris were sworn in to office by Auburn Chamber CEO and former Mayor Keith Nesbitt. Holbrook and Ferris both recently won re-election to the board.

Second, District Administrator Karl Muscott presented outgoing Chairman Jim Gray with a plaque to commemorate his past year of service as the leader of the board. Gray commented on how smooth things ran this past year and read-off a list of projects that were completed, including the new playground at Regional Park and the new grandstand shade shelter

at Sierra Pool. Finally, Bill and Jenny Jansen shocked the entire room when they made a donation of \$16,000 to the ARD Youth Assistance Fund. The Jansens explained that their children, grandchildren and now great-grandchildren had participated in ARD programs, camps and team sports. The Jansens wanted to ensure that no child would be denied the opportunity to participate in ARD programs based on an inability to afford the costs. The ARD Youth Assistance program provides scholarship opportunities for children, allowing them to participate in ARD programs, camps and lessons for little or no cost. Last Fiscal Year, ARD provided \$18,512 in scholarships.

For more information on ARD or the ARD Youth Assistance Fund, visit [auburnrec.com](http://auburnrec.com) or call 530-885-8461.



Jim Gray and Karl Muscott of Auburn Recreation District with Bill and Jenny Jansen. The Jansens donated \$16,000 to ARD Youth Assistance Fund. COURTESY PHOTO

*Auburn Journal  
Dec. 23, 2018*



# ARD receives donation from Auburn Moose

JOURNAL STAFF

The Auburn Area Recreation and Park District (ARD), was the recipient of a \$2,338 donation from the Auburn Moose Lodge No. 2264. This donation will go to ARD's Youth Assistance Fund. The fund provides scholarship opportunities for children, allowing them to participate in ARD programs, camps and lessons for little or no cost. Last year, ARD provided \$18,512 worth of scholarships, a ARD press release said.

"We so appreciate the generosity of the members from the Moose Lodge in recognizing and addressing the needs of the children in our community. This donation will go a long way in providing swimming lessons, classes, programs and camps for the kids," said ARD Recreation Services Manager Sheryl Petersen.

The Moose received the money from an Oct. 6 golf tournament.

"This was the Moose Lodge's 13th annual golf tournament, and thank you everyone who made it a great success," said Moose member Mark Swehla. "Thank you for all who donated their time as well as the sponsors; for without you we could not have done it, we look forward to next year."

Sponsors of the tournament were: Auburn Ale House, Auburn Blooms Florist, Black Bear Diner, Black Oak Golf Course, California Club, Candl's Corner, Carpe Vino, Echo Valley Ranch, Edelweiss 2, Easley Nursery, Ikeda's, Larry and Kay Sharp, Longhorn Meat Co., Nancy's Cafe, O'Reilly Auto Parts, Old Town Pizza, Pistol Pete's, Radiance Skin Care, Raley's, Riebes Auto Parts, Robinson Sand & Gravel, Ropers Jewelers, Sam's Club, Sierra Moon Goldsmiths, Silver Store, Startbucks, Sums Mongolian Restaurant, The Ridge Golf Course, Ace Hardware, Vince and Wendy Petkus and Wings Gill and Espresso Bar.



A check for \$2,338 was given to Auburn Recreation District from Auburn Moose Lodge No. 2264. COURTESY PHOTO

*Auburn Journal  
Dec. 9, 2018*