

## **Item 7.3 Cover sheet – Resolution #2019-19: James Field Renovation**

**Auburn Area Recreation and Park District Acquisition and Development Meeting (A&D) June 17, 2019;  
Board of Directors Meeting June 27, 2019**

**The Issue:** Shall the Auburn Area Recreation and Park District (ARD) adopt Resolution #2019-19, approving Notice of Categorical Exemption from CEQA for the James Baseball Field renovation project?

### **Background:**

ARD will be renovating James Field. A brief description of the work is as follows:

Work includes but may not be necessarily be limited to: Removal and disposal of existing turf and irrigation system, stockpiling and re-use of existing infield mix and warning track mix, minor concrete paving and concrete block demolition, re-grading of entire field, new storm drain system, new irrigation system, installation 2” of “Dura Edge” engineered infield fines mix, new hybrid Bermuda sod infield and stolon-planted outfield/dugout areas plus 60 day maintenance period as described in the contract documents.

This project is Categorically Exempt from the California Environmental Quality Act (CEQA) under Article 19:

### **15302. Replacement or Reconstruction**

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

### **Recommendation:**

Staff recommends the ARD Board of Directors adopt Resolution #2019-19, approving Notice of Categorical Exemption from CEQA for the James Field Renovation Project.

The A&D Committee recommended the same.

**Fiscal Impacts:** There is a nominal filing fee with Placer County and the State Clearinghouse of approximately \$50.00 each.

### **Attachments:**

- Notice of Categorical Exemption – James Field Renovation
- Resolution #2019-19

**NOTICE OF CATEGORICAL EXEMPTION**

**To:**

Office of Planning and Research  
Or  
 County Clerk-Recorder-Registrar  
Placer County  
2954 Richardson Drive  
Auburn, CA 95603

**From:**

Auburn Recreation District  
471 Maidu Drive #200  
Auburn, CA 94603

**Project Title:** James Baseball Field Renovation Project

**Project Location:** Recreation Park, 123 Recreation Drive, Auburn, CA 95603

**APN:** 004-250-001

**Project Location - County:** Placer

**Project Description:**

Re-grade and renovate existing little league baseball field including new irrigation system.

**Lead Agency:** Auburn Recreation District

**Exempt Status:** (check one)

- Ministerial Project  
 Declared Emergency  
 Categorical Exemption. Section 15302 Replacement or Reconstruction  
 State Code section number:

**Reason why project is exempt:** The project is within an existing developed park area and would not have a significant effect on the environment and none of the exceptions to the applicability of a Categorical Exemption (Section 15300.2 of the CEQA Guidelines) apply to the project. An existing facility, Recreation Park functions as a community park serving the Auburn/South Auburn region of the County. Applicable CEQA criteria for a Categorical Exemption includes: 1) **Article 19, Section 15302 Replacement or Reconstruction** which allows for the replacement or reconstruction of existing facilities keeping the same purpose or capacity. This project will not result in expansion of an existing use.

**Lead Agency Contact Person:** Kahl Muscott, District Administrator

**Telephone:** 530-537-2186

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**Date Received for Filing:** \_\_\_\_\_, 2019

(Clerk Stamp Here)

County Clerk

RESOLUTION NUMBER 2019-19

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT APPROVING A NOTICE OF CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE JAMES BASEBALL FIELD RENOVATION AT RECREATION PARK

WHEREAS, The Auburn Area Recreation and Park District (ARD) owns and maintains Recreation Park (123 Recreation Dr. Auburn, CA 95603), and

WHEREAS, James Baseball Field is situated at Recreation Park, and

WHEREAS, ARD has determined that James field needs a renovation, a renovation that includes but may not be necessarily be limited to: Removal and disposal of existing turf and irrigation system, stockpiling and re-use of existing infield mix and warning track mix, minor concrete paving and concrete block demolition, re-grading of entire field, new storm drain system, new irrigation system, installation 2" of "Dura Edge" engineered infield fines mix, new hybrid Bermuda sod infield and stolon-planted outfield/dugout areas plus 60 day maintenance period as described in the contract documents, and

WHEREAS, the James Baseball Field Renovation is Categorically Exempt from CEQA under Article 19, Section 15302 (Replacement or Reconstruction of Existing Facilities).

NOW, THEREFORE BE IT RESOLVED that the Auburn Area Recreation and Park District Board of Directors approves Notice of Exemption from CEQA for the James Baseball Field Renovation Project.

APPROVED, PASSED, AND ADOPTED ON June 27, 2019 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

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James S. Ferris  
Chairman of the Governing Board

ATTEST:

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Clerk to the Governing Board

**Item 7.4 Cover Sheet for competitive bid from SDRMA on Worker's Compensation Insurance**

Auburn Area Recreation and Park District Program, Personnel, Policy, Fee & Legal Review Committee, June 2019, Board of Directors Meeting June, 2019

**The Issue:** Shall the Auburn Area Recreation and Park District (ARD) move their self-insurance Workers' Compensation Policy 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.

On January 31, 2019 a proposal was put before the Board of Directors to stay with CAPRI for the Property/Liability Insurance (\$73,138 for 2018-2019) and move the Workers' Compensation Policy (\$92,673 for 2018-2019) to SDRMA. The Board of Directors determined that staff should get updated quotes for the Workers' Compensation Policy before moving from CAPRI to SDRMA.

SDRMA has submitted their new quote for July 2019 – June 2020, which includes staying with our current 94% Experience Mod Factor, maintaining a more competitive bid than the prior year of \$100,074. SDRMA also offers a credit incentive program after the first year that will save \$10,000 - \$13,000 in the 2<sup>nd</sup> and 3<sup>rd</sup> years. CAPRI has increased our Experience Mod Factor to 114% increasing the bid for this year to approximately \$135,393.

**Recommendation for the Board of Directors**

The Program, Personnel, Policy, Fee and Legal Review Committee and Staff recommends moving our Workers' Compensation coverage to SDRMA for these reasons:

SDRMA for our Worker's Compensation coverage for these reasons:

- Savings for the first year of approximately \$30,000
- Savings for the 2<sup>nd</sup> & 3<sup>rd</sup> years of approximately \$43,000 per year

**Financial Impact:**

**The impact of the recommended option:**

Will save the District approximately \$30,000 in 2019-2020, and save approximately \$43,000 in 2020-2021 and \$43,000 in 2021-2022.

**Attachments:** Quotation from SDRMA

Resolution for Workers' Compensation covering Board Members and Volunteers

Resolution for accepting a Joint Powers agreement with SDRMA

Joint Powers Agreement

Letter from CAPRI & Email

SDRMA vs CAPRI spreadsheet

SDRMA's Credit Incentive Program

## SDRMA VS CAPRI for Worker's Compensation

	SDRMA	CAPRI (current)
Workers' Comp		
Premium	100,073.59	126,500.00
Safety Credit	13%* (13,009.57) *Full prem, prior to multi disc (after 1st yr)	None
Final Premium	87,064.02	135,393.00
Dividend	None	None
Multi Rate Discount Lost	4,877.00	
Net Liability & Property Cost	<u>91,941.02</u>	<u>135,393.00</u>
<b>Totals</b>	<b>91,941.02</b>	<b>135,393.00</b>



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)

April 18, 2019

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 the Auburn Area Recreation and Park District with a Workers' Compensation quotation. We are confident that our Workers' Compensation Program offers 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. The Auburn Area Recreation and Park District quotation is as follows:

**WORKERS' COMPENSATION PROGRAM QUOTATION**  
 July 1, 2019 through June 30, 2020

<u>Class Code</u>	<u>Description</u>	<u>Estimated Payroll</u>	<u>Manual Rate</u>	<u>Annual Contribution</u>
8742-D	Paid Agency Directors	\$30,000	\$0.63	\$189.00
8810	Clerical	\$346,300	\$0.55	\$1,904.65
9410	Non-Manual/Recreation	\$1,029,700	\$1.90	\$19,564.30
9420	Manual Labor	\$960,400	\$8.83	\$84,803.32
<i>Total Estimated Annual Contribution Subtotal</i>				\$106,461.27
<i>Experience Modification Factor Adjustment 94%</i>				\$100,073.59
<i>Estimated Annual Contribution</i>				<b>\$100,073.59</b>

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.

Please note that coverage may be bound by submitting the following documentation:

- The 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 Special District Risk Management Authority Workers' Compensation program for an initial 3-year commitment.
- The Execution and delivery of the Sixth Amended Joint Powers Agreement of Special District Risk Management Authority.
- 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.



**Auburn Area Recreation and Park District**

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- The Approval by Special District Risk Management Authority's Board of Directors of Auburn Area Recreation and Park District membership in the Workers' Compensation program (*In the event the Auburn Area Recreation and Park District requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA CEO is authorized to issue a 60-day conditional binder*).
- Annual Membership in California Special Districts Association is required and is separate from this quotation.
- Upon receipt of all original membership documents, SDRMA will forward an invoice of the estimated deposit premium.

We look forward to the Auburn Area Recreation and Park District's participation in the SDRMA Workers' Compensation Program. 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

RESOLUTION No. 2019-20

RESOLUTION OF THE GOVERNING BODY OF  
THE AUBURN AREA RECREATION AND PARK DISTRICT,  
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

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**WHEREAS**, the Auburn Area Recreation and Park District (ARD) 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 ARD 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 (Unless already covered by their home college)
- Other Volunteers
- Placer County Work Release

**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 ARD 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 ARD 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 ARD.

**PASSED, APPROVED AND ADOPTED** this 27<sup>th</sup> day of June, 2019 by the following vote:

AYES:  
NOES:  
ABSENT:

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James S. Ferris, Chair of the Governing Board  
Auburn Area Recreation and Park District

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APPROVED AS TO FORM:



**RESOLUTION NO. 2019-21**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF AUBURN AREA RECREATION AND PARK DISTRICT (ARD) 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 WORKERS' COMPENSATION PROGRAM**

**WHEREAS**, ARD, 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 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 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 on July 1, 2019.

PASSED AND ADOPTED this 27th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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James S Ferris  
Chair of the Governing Board

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Clerk to the Governing Board

**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**  
**6<sup>th</sup> Amended October 2, 2007**

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**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.

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**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.

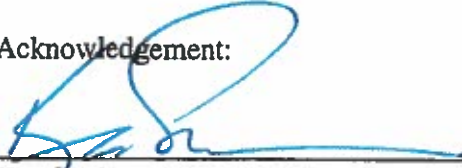
**Article 31. California Law.** This Agreement shall be governed by the laws of the State of California.

**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: \_\_\_\_\_



May 20, 2019

Mr. Kahl Muscott  
Auburn Area Recreation and Park District  
471 Maidu Drive, Auburn, CA 95603  
Email: [kmuscott@auburnrec.com](mailto:kmuscott@auburnrec.com)

**VIA EMAIL ONLY**

**RE: CAPRI Workers' Compensation Program | Auburn Area Recreation & Parks District**

At the outset, I want to thank the Auburn Area Recreation & Parks District ("ARD") and its Board of Directors for its membership in California Association for Park & Recreation Indemnity ("CAPRI"). As a founding member of our organization, ARD has been a valued member of the risk pool since we were created in 1986.

As you know, CAPRI in addition to Workers' Compensation insurance, CAPRI also provides General Liability and Property coverages, as well as loss prevention and risk management services specifically targeted to the Recreation & Parks District sector. This niche focus not only helps us better serve our members, we are also better able to control our risks because of the commonality of experiences of our Districts. We have found this model to be highly effective because the risks and issues affecting the parks and rec industry are very different from those of other public entities -- and even other special districts.

Per the request of the ARD Board of Directors, I have reviewed the District's prior Workers' Compensation premiums and the estimated premiums for the Fiscal Year 2019-2020. Please note that the final numbers are subject to CAPRI Board approval and, as discussed below, the Board has the final determination as to which option it selects for the membership.

Before addressing the estimated premiums, I thought it important to note a key component in the calculation of the premium that I do not believe was previously addressed. As you know, CAPRI's allocation formula accounts for the estimated payroll of each member, the job classification of each member's workers, and the loss history of the member as quantified in their Experience Modification Factor or "Ex Mod." The Ex Mod is an objective figure calculated by Alliant Insurance which accounts for the members past three years of loss history. The lower the Ex Mod, the better for the District as that multiplier is used in calculating the final WC premium.



Mr. Kahl Muscott  
May 20, 2019  
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Because the Ex Mod plays such a significant role in premium allocation, upswings or downswings in a District's Ex Mod can lead to wild fluctuations in premium. To combat this volatility, CAPRI has controls in place that cap the yearly increase at 20% per year. By way of example, if a member's Ex Mod was 80%, but then increased to 140% the following year because of a large claim, we automatically reset the District's Ex Mod to 100% or only 20% more than last year.

In practice, the CAPRI Cap has been a huge benefit to our members. Members have been able to plan for increases as needed and avoided cases of "sticker shock."

With respect to ARD, the District has very recently benefitted from the "CAPRI Cap" resulting in several thousand in net cost-savings to the District. For example, after the 17-18 Fiscal Year, ARD's Unadjusted Ex Mod skyrocketed 57% to 131%. In any other setting, this would have resulted in a corresponding increase in premium for the District. However, because of the CAPRI Cap, ARD's increase was limited at 20% for the year. This meant that the adjusted Ex Mod with CAPRI was only 94% – saving the District 37% on the Ex Mod.

The benefits of the CAPRI Cap for ARD are not limited to one year, however. For the upcoming year, the District's unadjusted Ex Mod is 122%. But because of the CAPRI Cap, the adjusted Ex Mod will actually only be 114% -- again a net cost savings to the District. See below:

<u>Year</u>	<u>Unadjusted</u>	<u>CAPRI Cap Adjusted Ex Mod</u>	<u>Savings from CAPRI Cap</u>
2017-2018	74%	74%	-
2018-2019	131%	94%	37% savings
2019-2020	122%	114%	8% savings

We believe the CAPRI Cap to be a significant benefit to our members. Therefore, when comparing premiums of other JPAs it is important to consider this control measure and ensure that the other quotes are using the unadjusted Ex Mod prepared by Alliant rather than CAPRI's adjusted figure.

Notwithstanding our generous control measures implemented for our members, CAPRI's Workers' Compensation is in excellent financial health. The most recent actuarial analysis performed by Bickmore Actuarial found that in light of program assets projected at over \$16,000,000, CAPRI will be funded at over the 90% confidence level. We are, of course, very please with this finding and look forward to continued success in our program.

Mr. Kahl Muscott  
May 20, 2019  
Page 3 of 3

With that background and context, I wanted to conclude with our estimates for ARD's Workers' Compensation premium for the upcoming fiscal year. Again, this is an estimate and subject to the CAPRI Board's approval. At this time, we are expecting a slight increase in cost – even with the CAPRI Cap. *As such, our conservative estimate at this time for the FY19-20 Workers' Compensation Program premium is between \$122,000-\$131,000.*

We appreciate ARD's participation in our programs and hope this letter was helpful in evaluating the Board's options for coverages. If you have any other questions, please do not hesitate to reach out to me at any time.

Sincerely,



Matthew Duarte  
Executive Director

cc: Veona Galbraith ([vgalbraith@auburnrec.com](mailto:vgalbraith@auburnrec.com))  
Pat Larson ([plarson@auburnrec.com](mailto:plarson@auburnrec.com))  
Lindsay Woods, CAPRI Board President ([l\\_woods@hesperiaparks.com](mailto:l_woods@hesperiaparks.com))

June 13, 2019

Hi Veona,

Our Board met this morning and into the early afternoon addressing final WC computations and excess numbers. We received an estimated excess quote that was significantly higher than previously anticipated and that caused our Board to reconsider the pool's funding and formula. Furthermore, I am informed that our excess carrier will be making yet another revision to their figures, so we cannot provide a final draft of our invoice at this time.

However, I have both pretty certain estimates and I have a formula for computation as approved by our Board. As such, I can state with relatively certainty that my estimate is very close to if not the final figure.

Therefore, on behalf of the CAPRI Board, I am happy to provide you with the following estimated premium for FY-19-20 as part of our Workers' Compensation Program:

Total Payroll:	\$2,366,400
Ex. Mod Factor:	114 (as noted previously, this includes an approximate 8% discount on the Ex Mod)
Total Premium:	\$135,393

As noted previously in the attached, CAPRI is unique in that we utilize internal controls to avoid our members having to deal with volatility that may arise from one "freak" workers' comp claim. Auburn, of course, has benefitted from those controls the last several years, with a discounted 45% in Ex Mod. The result has been a more gradual increase for your District's premium rather than the large upswing you may have anticipated when your Ex Mod jumped nearly 60% two years ago. We believe these internal controls are a huge benefit to member districts as they reflect and consider how Recreation & Parks Districts are funded and largely remove the "wild swings" of the market.

Finally, as you also know, Auburn is a long-time CAPRI and PARDEC member. Because CAPRI is a member owned group, Auburn then is actually considered an owner of the JPA because of its many long-term investments in our organization. This is why when the CAPRI Board authorized the issuance of dividends from the Liability program last year, Auburn received approximately \$5,225 from our pool. I bring this up to remind Auburn that, pursuant to Government Code 6512.2, if the District were to leave CAPRI, you would not be entitled to receive the cash value of your equity interest in the program. Notably, as of the end of this month, our WC program assets will stand at \$16,262,000. I would hate to see the District walk away from decades of investment in our program and hope the Board considers this when making its decision as to whether or not to stay with CAPRI.

As always, should you have any questions or concerns, please do not hesitate to call or email me at any time.

Thanks,

**Matthew Duarte**  
Executive Director



6341 Auburn Blvd., Suite A  
Citrus Heights, CA 95621-5203  
Phone: (916) 722-5550  
Fax: (916) 722-5715  
E-Mail: [mduarte@capri-jpa.org](mailto:mduarte@capri-jpa.org)

## 2018-19 Credit Incentive Program Criteria

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses and positively impact the overall cost of property/liability coverage through the Credit Incentive Program.

Credit incentives of up to 15 points can be earned based on an Agency's participation in meeting the following program guidelines. One CIP point is equal to a 1% discount on the Agency's Property/Liability Program for the Auto and General Liability net contributions invoice only. Participating members may choose among various options to complete during the CIP period (April 1 – March 31) to reach the maximum points allowable within each track.

**The maximum total points a member can receive is 15 points (not including bonus points) and points earned before March 31, 2019 will be applied to the 2019-20 Program Year.** Options allowing a member to earn points for both Property/Liability and Workers' Compensation are designated with *(Credit will be applied to both programs)*. Points are currently awarded as follows:

### ADMINISTRATION TRACK (9 POINTS MAXIMUM)

For staff accredited with the SDRMA General Safety Specialist Certificate or Supervisor Safety Specialist Certificate. This certificate program is a way for the Agency's staff to demonstrate their dedication to safety and loss prevention. The General Safety Specialist certificate requires the Agency employee complete and pass four OSHA certified general training courses and to receive the Supervisor Safety Specialist certificate, complete and pass two supervisory safety courses in addition to the four OSHA certified general training courses. Certificates are valid for 2 years.

**2 points**

**No Documentation Required** - Will be confirmed by SDRMA.

*(Credit will be applied to both programs)*

For management staff accredited with the Special District Administrator designation by the Special District Leadership Foundation (SDLF). This certification program is a way for special district administrators to affirm – to their customers, to their board of directors, and to themselves – that they are competent and experienced in their profession. Requirements for this certification include management experience, continuing education, community service, and ultimately an exam.

**2 points**

**No Documentation Required** - Will be confirmed by SDLF.

*(Credit will be applied to both programs)*

For each full-day attendance by the Agency's safety officer, designated individual, or employee(s) at an SDRMA Safety/Claims Education Day (First attendee earns 2 points, second attendee earns 1 point).

**3 Points maximum**

**No Documentation Required** - Will be confirmed by SDRMA workshop attendance sheet.

*(Credit will be applied to both programs)*

For each full-session attendance by the Agency's management staff in a California Special Districts Association (CSDA) sponsored training program, such as CSDA annual conference workshops and/or the Special District Leadership Academy (Each attendee earns 1 point).

**2 points maximum**

**No Documentation Required** - Will be confirmed by CSDA training attendance sheet.

*(Credit will be applied to both programs)*

For attending an approved Legal Seminar relating to Employment Practices or Human Resource issues (Each attendee earns 1 point).

**2 Points maximum**

**Documentation Required** – Course syllabus and certificate of completion must be submitted to SDRMA for credit.



## Property/Liability Program

For utilizing SDRMA's Safety DVD/Video Library. Participating members must review a minimum of 4 Safety DVD/Videos.

**2 points**

**No Documentation Required** - Will be confirmed by SDRMA.

For staff participation in SDRMA's online safety training program – TargetSolutions Safety Programs. 25% of member employees (FT, PT and volunteer firefighters) must each successfully complete a minimum of four individual e-training modules.

**3 points**

**No Documentation Required** - Will be confirmed by SDRMA.

## GOVERNANCE TRACK – GOVERNING BODY RELATED (4 POINTS MAXIMUM)

For Agency accredited with District of Distinction designation by the Special District Leadership Foundation (SDLF). This accreditation program enables districts to demonstrate to their communities, the media and legislators their commitment to operate in a sound, responsible manner. Districts apply to SDLF for designation as a "District of Distinction" by submitting financial audits, policies and procedures and proof of Governance and Ethics training received by directors and executive staff.

**4 points**

**No Documentation Required** - Will be confirmed by SDLF.

*(Credit will be applied to both programs)*

For each full-day attendance by a member of the Agency's governing body at an SDRMA Safety/Claims Education Day (Each attendee earns 1 point).

**2 Points maximum**

**No Documentation Required** - Will be confirmed by SDRMA workshop attendance sheet.

*(Credit will be applied to both programs)*

For each full-session attendance by a member of the Agency's governing body in a California Special Districts Association (CSDA) sponsored training program, such as CSDA annual conference workshops (SDRMA approved), Board Leadership Training, Special District Leadership Academy and/or Special District Leadership Foundation (Each attendee earns 1 point).

**2 points maximum**

**No Documentation Required** - Will be confirmed by CSDA training attendance sheet.

*(Credit will be applied to both programs)*

For completion by a member of the Agency's governing body of a minimum of two CSDA Education / Webinar training session(s).

**2 points**

**No Documentation Required** - Will be confirmed by CSDA training attendance sheet.

For members of a governing body accredited with the SDRMA General Safety Specialist Certificate. This certificate program is a way for the Agency's governing body to demonstrate their dedication to safety and loss prevention. The General Safety Specialist certificate requires an Agency's governing body member complete and pass four OSHA certified general training courses.

**1 point**

**No Documentation Required** - Will be confirmed by SDRMA.

*(Credit will be applied to both programs)*

## CLAIMS TRACK (2 POINTS)

For a participating member agency not having any "paid" claims (excluding first party property claims).

**2 points**

**No Documentation Required** - Will be confirmed by SDRMA.



## Property/Liability Program

---

The following bonus points are in addition to the 15 CIP point limit:

### CLAIMS BONUS (3 POINTS)

For a member agency not having any "paid" claims as outlined under the Claims Track for the prior 5 consecutive years.  
**3 points**

**No Documentation Required** - Will be confirmed by SDRMA.

### CONTACT INFORMATION

For questions regarding point credits or the Credit Incentive Program, please contact SDRMA Chief Risk Officer Dennis Timoney at [dtimoney@sdrma.org](mailto:dtimoney@sdrma.org) or SDRMA Claims Manager Debbie Yokota at [dyokota@sdrma.org](mailto:dyokota@sdrma.org) or call the SDRMA office at 800.537.7790.

Also, visit our website at [www.sdrma.org](http://www.sdrma.org), click on MemberPlus Services and then click on TargetSolutions Program to view information about the program or take an online demonstration course of several of our Online Certified Safety Training Program Courses available to all members including:

Over 800 member safety-training courses in English and Spanish

- Courses that meet State and Federal government regulations for required contact hours for certified water and wastewater operators
- Courses endorsed by the National Fire Protection Association (NFPA)
- Courses that are recognized and accepted by the California Water Environmental Association (CWEA) and the California Department of Health Services (DHS)
- OSHA approved training courses – 40 new courses
- Professional Development Courses in Leadership, Management, Computer Skills, Customer Service, Finance, Health and Wellness
- Online Driver Training and Compliance Program
- Emergency Vehicle Operator
- Law Enforcement, Online Police Training
- Human Resources

## **Item 7.5 Cover sheet – Process for Selecting ARD Friend of Recreation**

**Auburn Area Recreation and Park District (ARD) Policy Committee meeting May, 2019; Board of Directors meeting May, 2019; Policy Committee June, 2019; Board of Directors meeting June, 2019**

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) create a more defined process on how the Friend of Recreation Award winner is chosen? Director Ferris asked that this item be considered.

### **Background**

Every year, ARD awards the “ARD Friend of Recreation Award” at the annual State of Community Dinner. Information on the Friend of Recreation Award is as follows:

The Auburn Area Recreation and Park District Friend of Recreation award is given to the person, organization or group that has made a significant contribution to parks, recreation and active leisure in the Auburn area. This award is presented annually at the State of the Community Dinner.

Specific criteria for nominees/winners are as follows:

- The person’s, organization’s or group’s contribution should include the last 5 years
- Volunteers, ARD employees and contract employees are eligible for the award
- Nominees from entities outside of ARD can be considered (Tevis Cup, Placer High, local youth sports organizations, etc.)

Typically, the ARD Board is polled for nominations, and then voting takes place based on those nominations. This process is not formalized anywhere.

A proposed formal process could look like this:

- 1) Staff submits an agenda item at a Board meeting asking for nominations. Each Board member would be allowed a brief time to share why the nominee should be considered. The date for this would be based on the date for the State of the Community Dinner, which occasionally fluctuates (was in September, 2018 and is in May, 2019).
- 2) A vote based on those nominees is taken via email. If no one nominee gets three votes, the top two will go to a run-off

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

The ARD Policy Committee does not recommend making any changes to the current procedures.

Staff recommends using the procedures as described above.

### **Fiscal Impact**

N/A

### **Attachments**

N/A

## **Item 7.6 Cover sheet – Live Webcasts of ARD Meetings**

**Auburn Area Recreation and Park District Board of Director’s meeting May 30, 2019;  
Policy Committee June 19, 2019; Board of Directors meeting June 27, 2019**

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) live-cast its Board meetings?  
Director Lynch requested that this item be reviewed.

### **Background**

Director Lynch has requested that staff get information on providing a live webcast of ARD Board meetings.

The basic costs are as follows:

Camera:	\$949 (this camera is sized for the room and our needs)
Webhosting via Vimeo:	\$900/year

Other possible costs:

Extra mic/speakers:	\$1,200 (\$400 x 3 mic/speakers)
New lap top:	\$1,000 (may need a new laptop that can be used with this process)
Cords/wiring	\$500 allowance

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

Review and provide direction

The ARD Policy Committee forwarded this item with a split recommendation. Director Ainsleigh recommends moving forward with live webcasts. Director Holbrook does not.

### **Fiscal Impact**


Basic costs:	\$2,000 + \$900/year
Possible additional costs:	\$2,700

### **Attachments**


Camera and mic/speaker information  
Article from Auburn Journal re: Foresthill Fire approving live webcasts of meetings



# Camera plus one speaker



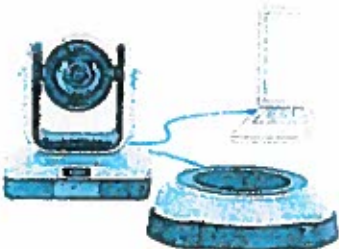
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**1 Conference Camera Bundle - USB 2.0 with True 12x 1 & Speakerphone**

~~\$999.00~~ **\$949.99**

(You Save \$49.01)

**SKU:** CU19W5JP

**Shipping:** Calculated at checkout

**Quantity:**

**ADD TO CART**

[Facebook](#) [Twitter](#) [LinkedIn](#) [YouTube](#) [Google+](#)

## Product Description

# One additional mic/speaker

Call us on 720-753-4560 | Sign in or Create an account | My Account | Wishlist

**Video Conference Gear.com** Ready to turn YOUR room into a powerful cloud conferencing room in just seconds? **Zoom Rooms**

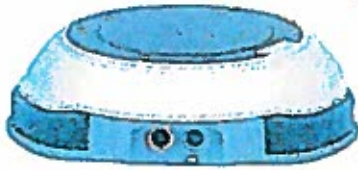
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HOME ZOOM ROOMS RECORDING CAMERAS AUDIO ROOM DISPLAYS SERVICES BLOG AND RESOURCES ABOUT

Home Audio **Tabletop Audio** AVer 2nd Party Conference

USB Audio  
Tabletop Audio  
Overhead Audio  
Audio Array  
Wireless Audio

**Daisy Chain Speakerphone - add on for the VC520+**



**\$399.00**

SKU: CCMVC5SP2

Shipping: Calculated at checkout

Quantity: 1

**ADD TO CART**



## Product Description

### AVer VC520 Daisy Chain Speakerphone - add on for the VC520

Have a larger room and need more speaker and microphone coverage for your AVer VC520. The VC520 provides the flexibility to add a second cable top speakerphone. This additional speaker phone gives you the ability to pick up up to people.

Take your VC520 to the next level to pick up some of the largest conference room tables.

AT 4/19/19

## Foresthill Fire approves live web casting of meetings

BY JOURNAL STAFF

The Foresthill Fire District Board has approved the live web casting of district meetings.

"The Foresthill Fire District Board of Directors are

committed to identifying methods of improving community interest and involvement in District business," a statement from the fire district said.

The platform for the live streaming meetings has yet to be decided on, the district said. It will be either Facebook Live, YouTube Live, and/or on the District web page.

The goal is to provide content on a platform

that maximizes video and audio quality and allows access without membership," the district said.

Additionally, the Board of Directors has approved, on a trial basis, the acceptance of live questions from viewers. Like other public comment, questions and answers will be limited to a reasonable amount of time for each agenda item. It is possible that live questions

could overwhelm the meeting and exceed the District's ability to utilize this function. Taking live questions via the internet will require on-going evaluation to determine if the activity adds to or distracts from meeting continuity and effectiveness, the district said.

The video streaming is planned to up and running in time for the June 13 meeting.

## **Item 8.1 Cover sheet – Amendments to Recreation Services Manager Job Description**

**Auburn Area Recreation and Park District Policy Committee meeting June, 2019, Board of Directors Meeting June, 2019**

### **The Issue**

Shall the Auburn Area Recreation and Park District (ARD) amend the job description for the Recreation Services Manager?

### **Background**

ARD Recreation Services Manager Sheryl Petersen has announced her retirement. As part of the process to hire a new manager, Sheryl has reviewed the current job description for accuracy and a more complete description of the essential and non-essential job functions actually performed.

Sheryl's suggested edits are in red on the attached Recreation Services Manager job description.

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

The Policy Committee reviewed the job description and sent a positive recommendation to the Board to approve the noted changes.

### **Fiscal Impact**

N/A

### **Attachments**

Recreation Services Manager job description with proposed changes.

## RECREATION SERVICES MANAGER

**Note: items listed in red text are additions proposed for final approval on 6/27/19**

**DEFINITION AND PURPOSE:** Under the general direction of the District Administrator, the Recreation Services Manager will be responsible for developing and implementing a comprehensive plan for service-oriented management of all recreation programs within the District including, but not limited to, adult, teen and youth sports, aquatics, special events, and special interest classes. The Manager is responsible for training a staff of Coordinators and others to assist with these duties. The Manager meets with the staff to establish clear program direction, evaluate performance and provide/receive feedback. The Manager is also responsible for implementing and monitoring District policies and procedures.

### ESSENTIAL JOB FUNCTIONS:

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

- Supervises full and part-time, seasonal and volunteer staff including recruiting, interviewing, selecting, training, assigning, planning and reviewing work, maintaining standards, coordinating activities, acting on employee problems, and recommending salary increase, discipline and termination
- Represent District at community functions and act as liaison between local service groups and District. **Serve on community committees**
- Design and implement yearly budgetary guidelines for recreation programs
- General supervision of recreation programs
- Negotiation of departmental service contracts for District Administrator approval
- Prepare mailings for upcoming programs and assist office staff with registration as needed
- Aid coordinators in preparing all necessary site materials for efficient and safe recreation programs
- Assist coordinators with disciplinary issues and enforcement of "Athletic Code of Conduct"
- **Have knowledge of rules for sports, setting up leagues, and tournament formats.**
- Recruitment and retention of special interest instructors; development of special interest programming
- **Recruiting, hiring and training aquatics staff including coordinator, swimming instructors, lifeguards, and coaches (both swimming and synchronized swim teams).**
- **Attend Valley Foothill Competitive Aquatics League (VFCAL) meetings as the District representative and decision maker for Robalos Swimming and Mermaids Synchronized Swimming teams**
- Serve as advisor for Youth Assistance Fund and solicit potential contributors
- Creation and distribution of District's activity guide
- Ensure completion of paperwork by all Recreation Department new hires
- Write articles and news releases for distribution to the local media
- Use of current registration and reservation tracking software to input, cancel, reserve, and change facilities and class information
- Responds quickly to all safety related issues
- Serve on District Safety Committee as required
- Review and approve department time on the time clock system; ensure that all entries are correct
- Attend periodic manager's meetings, Parent's Club meetings, and other District activities as needed
- Coordinate, prepare and assist with Special Events, including, **but not limited to Party in the Park, Auburn Harvest Festival, Food Truck Fiesta, Obstacle Race, Ain't Necessarily Dead Festival, and assorted minor events.**
- **Secure sponsor donations and in-kind sponsorships in support of District events.**
- **Retain sponsors and partners through on-going relationships.**
- Answers telephone and responds to questions from the public
- Maintains a positive relationship with the public in accordance with the policies and procedures of the District

### NON-ESSENTIAL JOB FUNCTIONS:

- Ensure informative voice mail outgoing messages are current
- Coordinate updates of District web page
- Create and update informational flyers regarding programs, events and schedule change
- Conduct weekly adult sports, youth sports, and aquatics staff meetings
- Attend weekly supervisory staff meetings

- Assist with class, event and meeting set-up
- Prepare and deliver departmental updates to Board of Directors at monthly meetings

## **KNOWLEDGE, SKILLS AND ABILITIES**

Innovation and creativity; strong organizational skills; ability to multi-task; budget management as pertaining to recreation programs; work independently; maintain records and prepare reports; communicate effectively both orally and in writing; public speaking skills; demonstrated experience with desktop publishing and other computer applications including word processing, spreadsheets and graphic based programs, preferably on PC based systems; have knowledge of the following: theories, principles and practices common to recreation programs and services; analyze and resolve unusual situations through application of District policy; knowledge of federal and state laws, rules and regulations regarding employment and human resources practices; meet the public in situations requiring diplomacy and tact; establish and maintain cooperative working relationships with District employees, contractors, user groups, volunteers and the general public; ability to work with the District Board of Directors.

## **EDUCATION REQUIREMENTS AND QUALIFYING EXPERIENCES**

Graduation from an accredited four-year college or university with a degree in Recreation Administration, Physical Education, Public Administration or related field; Three years full-time experience in community, military, or collegiate recreation with a minimum of two years as a supervisor; or an equivalent combination of education and experience.

## **LICENSES AND CERTIFICATES**

Certified Recreational Sports Specialist (CRSS) or Certified Leisure Professional (CLP) strongly desired.

First Aid, CPR Certification, and Certified Pool Operator/Aquatic Facility Operator certification are strongly recommended.

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

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

## **WORK ENVIRONMENT**

Position requires sitting, standing, walking, running, reaching, twisting, turning, kneeling, bending, stooping, squatting and making repetitive hand movements in the performance of daily duties, occasionally on uneven terrain. The position also requires both near and far vision when reviewing documents, inspecting classes and operating a computer. The need to climb stairs and lift, carry and push tools, equipment and supplies weighing up to 50 pounds is sometimes required. The position requires working in both an indoor, temperature-controlled office environment and in outdoor environments in all weather conditions including wet, hot and cold and be exposed to heavy dust, pollen and pool chemicals. The position sometimes requires several hours of work on swimming pool decks, in all weather conditions and in direct sunlight. The noise level of the indoor setting may be loud. The noise level of the outdoor setting can be loud, especially when working around maintenance equipment, children and equipment used at special events such as generators and amplified instruments. Position requires travel to meetings, seminars, pools and aquatic facilities in neighboring areas, generally within 50 miles of the District boundaries.

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

**COMPENSATION:** Salaried exempt non-union position.

Wage rate range

\$29.56 - \$42.85

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

*Recreation Services Manager - Job Description  
REVISED June, 2019*

## **Item 8.2 Cover sheet – Request for a new Needs Survey**

**Auburn Area Recreation and Park District (ARD) Policy Committee meeting June, 2019;  
Board of Directors meeting June 27, 2019**

### **The Issue**

Shall the Auburn Area Recreation and Park District commission a new needs survey? Director Ainsleigh has requested this item.

### **Background**

The last ARD needs survey was part of the Strategic Plan adopted in 2007. In May of 2006, this survey was mailed to an estimated 23,000 address's, with approximately 2,800 surveys returned (12.5%). The cost to do this was approximately \$8,600 (the costs were split with the Strategic Plan consultant).

A "man in the park" survey was conducted by staff in June and July of 2011. In total, 174 survey responses were received.

In December, 2010, staff contacted SCI Consulting Group regarding a quote to put together a statistically valid survey. SCI Consulting provided a proposal/quote of \$24,500 - \$35,000 for such a survey (proposal attached).

Options for survey include, but is not limited to:

- 1) A mail survey
- 2) A phone survey
- 3) Electronic survey (i.e. "Survey Monkey")
- 4) "Man in the park" surveys
- 5) Any combination of the above items

ARD's policy on surveys (from the District Policy Manual) is as follows:

### **XXI. Surveys**

All surveys sent to the public should be made available to the Board of Directors, with a five-day response time, for review and input before the survey is sent. The survey will be sent to the full Board for review and approval should a Director make such a request.

For the purpose of this policy, a survey is any document mailed or included in the District Activity Guide wherein the recipient is asked to respond to questions regarding an issue pertaining to the District or its activities. The following documents are not considered a survey for the purposes of this policy:

- A. A survey of specific program participants (example: A survey sent to all ARD/YDL youth basketball coaches asking them to provide feedback on the success of the program).

- B. Informal surveys of users asking for objective information such as meeting start times or locations.
- C. Informal “straw surveys” taken at a public meeting.

**Recommendation for the Board of Directors**

The ARD Policy Committee forwarded this item with a split recommendation. Director Ainsleigh recommends moving forward with a needs survey. Director Holbrook does not.

Staff recommends that if a needs survey is approved, that the Board establish a minimum number of responses wanted from the survey. From there, a plan can be crafted to get to that number, most likely through using an on-line survey that is promoted through mailings, the Activity Guide, newspaper articles and ads, and social media.

It is suggested that ARD offer a raffle to all survey responders (i.e. a raffle for a new bike). This will help to get survey replies.

**Fiscal Impact**

A combination approach to a survey would cost approximately \$10,000 – 12,000. This is based on the estimated cost to mail out 23,000 postcards, pay for several months of a service such as Survey Monkey, the costs for ads and the cost for a raffle prize.

**Attachments**

N/A



**SECTION 8.0**

**ITEM: 8.3 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION  
(CSDA) – VOTE FOR A CANDIDATE**

**DESCRIPTION:**

**INFORMATION: REVIEW ATTACHED INFORMATION**

**STAFF  
RECOMMENDATION: SHALL THE AUBURN AREA RECREATION AND  
PARK DISTRICT (ARD) BOARD OF DIRECTORS  
VOTE FOR ONE PERSON FOR THE CSDA BOARD  
OF DIRECTORS? NO NOMINATIONS WERE  
MADE BY THE ARD BOARD OF DIRECTORS  
BACK IN FEBRUARY 2019 WHEN THE ITEM WAS  
ON THE AGENDA.**

## Electronic Ballot - 2019 CSDA Board of Directors Election, (Seat B) Sierra Networ

Please vote for your choice

Choose one of the following candidates:

- Ginger Root\* - Country Club Sanitary District
- Chris Burns - Reclamation District 1000
- Jessica Dias - Fulton-El Camino Recreation District
- Jerry Gilmore - Truckee Sanitary District
- Patrick Larkin - Cordova Recreation and Park District
- Nancy Mora - Groveland Community Service District
- Cinthia Saylor - Sacramento Metropolitan Fire District

Ginger Root\* [\[view details\]](#)

Chris Burns [\[view details\]](#)

Jessica Dias [\[view details\]](#)

Jerry Gilmore [\[view details\]](#)

Patrick Larkin [\[view details\]](#)

Nancy Mora [\[view details\]](#)

Cinthia Saylor [\[view details\]](#)

Kahl Muscott, District Administrator  
Auburn Area Recreation and Park District  
(530) 885-8461 ext. 102  
[www.auburnrec.com](http://www.auburnrec.com)

**Sierra Network Seat – B**  
**Candidate Statement – Ginger Root**

I have worked with Special Districts since January 1, 1976 as a Board Clerk, and now a CAO for three Fire Districts, Board Clerk for a fourth Fire District, and a Board Clerk and GM for a Sanitary District. in San Joaquin County. I am a nonvoting member of the three Fire District Boards of Directors. I was Treasurer of the San Joaquin County Fire Chiefs Association for 27 years. I worked with the Special Fire Districts as a participant and a discussion contributor when writing SB 515 the "Fire Protection District Law of 1987". I have been a member to the CSDA Board for three terms and two appointed years. I served as Treasurer for two years. California Special Districts Association is growing and developing in a very positive way and I am privileged to serve on the Board and would like to continue to do so this coming term. I respectfully request that you support me and vote for me.

Thank you,  
Ginger Root



## Chris Burns

Candidate for Sierra Network Seat B  
Board of Directors  
California Special Districts Association

### Endorsed by:

- Senator Jim Nielsen
- Stanislaus County Supervisor Tom Berryhill
- Stanislaus County Supervisor Kristin Olsen

Chris will bring over 25 years of Legislative experience and perspective to the CSDA Board of Directors. He wants to use his experience to help CSDA staff and members outreach and advocate for special districts before the Legislature.

He has lived in the Sacramento region for over 30 years where he began working at the California State Legislature after graduating from the University of California Davis with a political science degree. He was elected to the Reclamation District 1000 Board of Trustees in November 2017.

Chris understands the unique role special districts play in providing vital services to our communities. He has worked in various positions for many Legislators who represented rural areas in Calaveras, Stanislaus, Amador, Tuolumne, Kern, San Luis Obispo, and San Bernardino Counties.

In addition to his work on legislation and budget issues, he currently serves as a Consultant to Senators serving on the Senate Rules Committee. In this capacity, he evaluates the Governor's Agency Secretaries, Department Directors and other boards and commissions appointees such as CAL FIRE, State Water Resources Control Board, and the Secretary of the Natural Resources Agency. He advises Senators on the competency of the Governor's appointee and recommends if they should be confirmed.

Please contact Chris with any questions: [CBurns@RD1000.org](mailto:CBurns@RD1000.org) or 916.600.8426.

### **Voting Begins June 17<sup>th</sup> and ends August 9, 2019**

Districts will be emailed their ballot on or before June 17<sup>th</sup>. Any questions on the ballots and voting, contact Amber Phelen at CSDA.  
[amberp@csda.net](mailto:amberp@csda.net)

### **CSDA Sierra Network consists of the following Counties:**

Alpine, Amador, Butte, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Sierra, Stanislaus, Tuolumne, Yuba.

## Candidate Statement

### Jessica Dias -Fulton El Camino Recreation and Park District Director

I'm new to public service, but not to leadership roles. I've spent the last 20 years in the insurance industry in a variety of leadership positions; both executive and strategic. In the past year that I have served on the Board of Directors for Fulton-El Camino Recreation and Park District, I have been amazed and humbled by the ingenuity, passion and commitment of our special district. I have no doubt these qualities exist across all special districts in California. While I am still learning, I'd bring a fresh perspective and strong leadership skills to this role. I look forward to learning more about all independent special districts inside and outside the Sierra network and supporting your district as a Board Member for the CSDA.

## **CSDA BOARD OF DIRECTORS NOMINATION/CANDIDATE'S STATEMENT**

### **JERRY L. GILMORE/TRUCKEE SANITARY DISTRICT**

My name is Jerry Gilmore. I am submitting this application to represent the Sierra Network on the CSDA Board of Directors.

I have served on the Truckee Sanitary District Board of Directors for twenty five years and was recently re-elected for a seventh term. Our District has received fifteen local and state "Collection System of the Year" awards from the California Water Environment Association, including three "Best of the Best" recognitions and numerous individual and safety awards. I mention these recognitions as a team member of a very successful board.

I am a U.S. Navy, Vietnam veteran and have remained actively involved with military associated organizations over the years, including the U.S. Naval Sea Cadets, Civil Air Patrol, and currently, as the immediate Past Division Commander in the Coast Guard Auxiliary.

I currently serve as a Field Admissions Representative for the United States Merchant Marine Academy at Kings Point, New York. I am also a long-time member of Congressman Tom McClintock's Academy Admissions Review Panel.

My wife, Judy, and I have lived in Truckee for over 40 years. I am a California licensed contractor and own a successful business in Tahoe/Truckee.

I have always made it a priority to be an involved community member. That involvement includes: Town of Truckee Incorporation Committee, CATT formation team, River Oaks Homeowners Board, Glenshire Mutual Water Company Board, as well as many School District programs/committees. After attending numerous CSDA conferences, I have seen the value CSDA brings to the community of special districts, and would like to become more involved.

I understand the commitment and expectations of this position and pledge to live by those standards. I ask for your support.

Thank you,

Jerry L. Gilmore



2729 Prospect Park Drive, Suite 230  
Rancho Cordova, CA 95670  
(916) 842-3300

Patrick Larkin  
General Manager  
Cordova Recreation and Park District  
Candidate Statement

I have been a member of CSDA for 14 years. I have learned a lot from the educational opportunities CSDA provides. The assets I would bring to the CSDA Board of Directors if elected include having strong interpersonal communication and relationship building skills. I will work well with other Board members to set and achieve realistic goals that benefit the CSDA membership. I am an active listener, in that, I believe you can learn a lot more by listening than by speaking. I have a good sense of humor and love to work in high functioning teams. I am also a maximizer. I use this strength to take something good to something superb. I want to hear what the CSDA members want and need and plan to address the wants and needs to best serve as a Board Member representing the Sierra Network.

I enjoy building relationships with others which is the foundation of any successful organization. I am a good coach and mentor and enjoy developing people. I will use my communication strengths to advocate and pull out the wants and needs of the membership and work with the CSDA Board to address them and look to solve problems or issues of concern.

April 15, 2019

Nancy Mora  
Candidate Statement  
2019 CSDA Board Candidate

I would like to be considered as a Board Member with CSDA. I am currently a Board Member at the Groveland Community Services District. I joined the Board in February of 2018 after another member resigned. I have always been one to be involved in my community, and figured this was a great way to do just that. During the time I've been serving on the Board, I've worked to learn as much as I can, completing the following courses:

2018 Special District Leadership Academy – April 15-18, 2018

Special Districts Governance Award – March 26, 2019

2019 Special Districts Leadership Academy Advanced Coursework – April 7-10, 2019

A little bit about me. I was born and raised in North Dakota and met my husband there, who was in the military. The Air Force is what brought us to California. While based in Merced, CA we visited this sleepy little town called Groveland, and decided then we would retire here in the mountains. We bought a piece of land in 1986 planning to do just that, moved up here full time in 2016 and love it.

The majority of my career was spent in the printing industry. I worked for a large, commercial printing company located in Merced for thirty years. Most of that time was in Customer Service, first as a representative, then a team leader, and finally as department manager. My husband and I also own two UPS Stores. I realize neither of these relate exactly to water/sewer/fire/park district, but hopefully it shows that I'm a dedicated worker and ideally, that I have a good sense of business.

Thanks in advance for your consideration.

Nancy Mora



## CANDIDATE STATEMENT FOR CINTHIA SAYLORS

My name is Cinthia Saylor. I was elected as Director for the Sacramento Metropolitan Fire District, Division 1, in December 2018. I served the public for nearly 24 years with the City of Sacramento Fire Department, retiring in 2011. I love and understand the fire service, and held many ranks while working. I spent my career doing and learning as much as I could about the job, the brother/sisterhood, and the changes technology brought and are still bringing to the job. I have put out fires, sat on committees with Chiefs, and testified during court trials.

In addition to my professional career, I have lived in the Rio Linda/Elverta area for nearly 30 years. I love the rural feel of the area and my horses like it too. I have witnessed the changes within our community, and the growth of the population in a rural community and the changes that growth brings. That knowledge and understanding will further assist me if elected to serve as the Board Member for CSDA's Sierra Network.

With my background, training, and experience I know I can be an effective Board Member for the California Special District Association. As an elected member of a special district, I know that agencies like CSDA help local leaders magnify their positions and give them the tools to be successful. I want to be a part of that!

Thank you for reading this and thank you for your vote.

**SECTION 11.0**

**ITEM: CORRESPONDENCE/COMMUNICATIONS AND  
INFORMATIONAL**

1. Thank you note from Bill & Jenny Jansen.

June 16, 2009

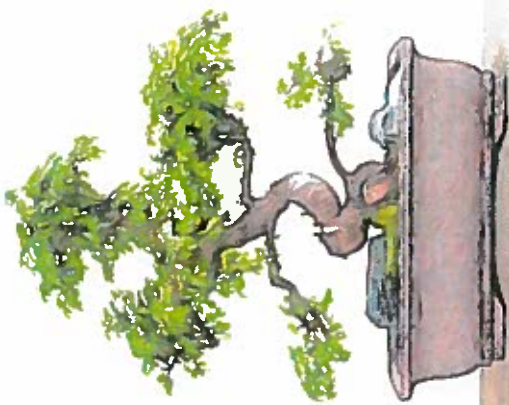
Dear Kahl & AED Board Members,  
We wanted to thank you for  
your generosity in granting us  
the AED award.

None in our wildest dreams  
did we imagine that our  
donations would result in  
such a gift for us, from all  
of you.

Growing up in Auburn &  
rearing our family here has  
been such a wonderful life  
for us. Nothing all of you  
has certainly added to it.

Again, our heartfelt  
thanks to all of you.

Bill & Jean



wherever you go  
go with all your heart

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## Swim lessons

Alan Shuttleworth Jun 13, 2019 3:47 PM

"If you love animal babies in the wild, then check out the lake at North Auburn's Regional Park. I counted five different species of waterfowl babies on the lake," said Alan Shuttleworth of Colfax who submitted today's Placer Pic. "This mammy white-fronted goose (nearby dad was much larger) shepherded her babies on a tour of the lake. These geese breed in Central Canada but winter in Central California."

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### TOP STORIES

Roseville prepares to join 70-mile bike trail to Sacramento

Drowning reported at Placer County reservoir

2 injured in DUI collision

Crossing the 'rainbow bridge'

Local food bank collects all year round

Spring football tour stop: Del Oro

Meth, stolen car, arrests during homeless camp checks

Folsom American Red Sox's season comes to an end against Woodcreek Indians



The Press-Tribune  
Roseville prepares to join 70-mile bike trail to Sacramento



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Kids' activities as well as dancing to live music will take place Friday at Party in the Park.

Hotels in Half Moon Bay  
from \$144



Hotels in Stockton  
from \$50



Hotels in Belize City  
from \$26



KAYAK.com

## TOP STORIES

Restaurateur's death a shock

Malone returns home before chasing big league dreams

Two arrests on Lincoln Way

Charity aims to carry on

Placer grad Pineiro performs at pre-draft workouts

Voters reject Village at Loomis, as of Election Night

Auburn makes Reader's Digest up-and-comers list

Civility in Placer County

## Party in the Park set for Friday



Julie Miller Jun 18, 2019 12:04 PM

**Party in the park**  
When: 5:30 p.m. June 21  
Where: Regional Park, Auburn  
Cost: Free  
Info: [auburnrec.com/events\\_party-in-the-park.php](http://auburnrec.com/events_party-in-the-park.php)

It's on again.  
The annual Party in the Park where thousands will converge on Regional Park for outdoor music, kids zone, food court, crafts and Lagunitas beer garden.  
The popular event is free to attend and will take

place on the first day of summer, which is Friday.

Auburn Recreation District hosts the event and two bands will perform for the evening's main entertainment.

From North Lake Tahoe, Americana band Dead Winter Carpenters have been described as "at the forefront of a youthful generation trying to redefine what string music is and what it can do."

And from the Bay Area, One Grass Two Grass will perform California string band music. Their sound has been described as folk meets old-time, meets rock, meets bluegrass.

In addition to the music, there will be a beer garden and barbecue pit where attendees can find anything from pizza to veggie wraps and snow cones to margaritas.

In the kids' zone, young ones can try clown painting, go for a pony ride or jump around in the biggest collection of inflatables in Northern California, ARD said. There are small fees for some of the kids' activities, but ARD said it is "affordable and fun."

"Of course, the park setting leads to its own fun too," ARD said.



News  
Restaurateur's death a shock

