



147 Gregory Lane
Pleasant Hill, CA 94523
(925) 682-0896
(925) 682-1633 fax
pleasanthillrec.com

Board of Directors AGENDA

PLEASANT HILL RECREATION & PARK DISTRICT

MISSION STATEMENT

In order to serve the diverse recreational needs of individuals and families and to enrich the quality of life for all residents, the Pleasant Hill Recreation & Park District is committed to providing park facilities, open space, and programs and activities for all ages.

Thursday, December 4, 2014
ADMINISTRATIVE OFFICE
CONFERENCE ROOM
147 GREGORY LANE, PLEASANT HILL

7:00 p.m. - Regular Board Meeting

Est. Time

1. Pledge of Allegiance
2. Roll Call
3. Public Comment
Public comment will be limited to five minutes per person with a maximum time of thirty minutes unless further time is granted by the presiding officer. The public may speak regarding agenda items at the time the matter is taken up. Non-agenda items can be addressed under Public Comment
- 10 min 4. Ex-Officio Member Report, Allie Naccara – College Park High School
- 10 min 5. To Administer Oath of Office to Elected Board Members Sandra Bonato, Zac Shess and Bobby Glover

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b) (1) and (2) are available to the public for inspection at no charge during business hours at our administrative office located at 147 Gregory Lane, Pleasant Hill, California.

The Pleasant Hill Recreation & Park District will provide reasonable disability-related modification or accommodations to a person who requires such in order to participate in the meeting of the Board of Directors. Please contact Susie Kubota (925) 682-0896 at least 48 hours before the meeting.

- 10 min 6. Recognition of New Board Officers and Introduction of Families and Guests by Board of Directors
- a. Chair – Sandra Bonato
 - b. Vice Chair – Zac Shess
 - c. Secretary – Dennis Donaghu

- 10 min 7. Presentation to Honor Board Chair Sherry Sterrett for 2014

Break for Refreshments

- 10 min 8. Consent Calendar **(ACTION)**
- a. To Approve Bills to be Paid

- 10 min 9. To Consider Selection of District's Legal Counsel and Approval of Contract **(ACTION)**

- 10 min 10. Board Announcements and Requests to the Staff

- 10 min 11. Staff Announcements

12. Adjourn

Future Board of Directors Meetings:

Regular Meetings:

December 18, 2014

January 8, and 22, 2014



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: November 24, 2014
RE: To Administer Oath of Office to Elected Board Members Sandra Bonato,
Zac Shess, and Bobby Glover

To Administer Oath of Office to Elected Board Members Sandra Bonato, Zac Shess, and Bobby Glover

Newly elected Board Members; Sandra Bonato, Zac Shess, & Bobby Glover will take the Oath of Office.



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: November 24, 2014
RE: Recognition of New Board Officers and Introduction of Families and Guests by Board of Directors

Recognition of New Board Officers and Introduction of Families and Guests by Board of Directors

The new Board Officers for the month of December and the rest of 2015 are:

- a. Chair – Sandra Bonato
- b. Vice Chair – Zac Shess
- c. Secretary – Dennis Donaghu

This is also a time to introduce family members and guests.



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: November 24, 2014
RE: Presentation to Honor Board Chair Sherry Sterrett for 2014

Presentation to Honor Board Chair Sherry Sterrett for 2014

Board Member Sherry Sterrett has now served as Board Chair for five terms. Sherry served as Board Chair in 1999, 2003, 2007, 2010, and now the just completed term of 2014. Sterrett first was appointed to the Board in 1996 and later was elected in November of 1996.

Sherry was also President of the California Special Districts Association from 2004-2006. Sterrett served on the Mt. Diablo Unified School District Board from 1980-1987. She served on the Pleasant Hill City Council from 1987-1995 and was Mayor in 1991.



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: November 24, 2014
RE: Consent Calendar

Consent Calendar

The Consent Calendar only includes the warrants.

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20720	12/04/2014	Aflac	Aflac	88.40	000000
20721	12/04/2014	AmFid	American Fidelity	2,204.95	000000
20722	12/04/2014	Antai	Antai Solutions LLC	6,859.00	000000
20723	12/04/2014	Ascap	ASCAP	332.75	000000
20724	12/04/2014	ATT CC	AT & T	103.73	000000
20725	12/04/2014	BayAreA	Bay Area Barricade Service Inc	127.50	000000
20726	12/04/2014	BerBob	Robert B. Berggren	400.00	000000
20727	12/04/2014	BillAce	Bill's Ace Hardware	425.20	000000
20728	12/04/2014	BonaSan	Sandra Bonato	200.00	000000
20729	12/04/2014	Capri	CAPRI	16,173.00	000000
20730	12/04/2014	CaSt	California State Disbursement	100.82	000000
20731	12/04/2014	CCWat	Contra Costa Water District	1,214.85	000000
20732	12/04/2014	CGSgym	CGS Gymnastic Services, Inc	796.80	000000
20733	12/04/2014	Cleansou	Cleansource	527.33	000000
20734	12/04/2014	Cole	Cole Supply Co., Inc.	59.10	000000
20735	12/04/2014	Cyber	Cybercopy	40.57	000000
20736	12/04/2014	DiaPre	Diablo Press	439.43	000000
20737	12/04/2014	DonDen	Dennis A. Donaghu	200.00	000000
20738	12/04/2014	Ed2go	Education To Go	134.50	000000
20739	12/04/2014	EDD	Employment Development Dept.	255.00	000000
20740	12/04/2014	Elavon	Elavon	100.44	000000
20741	12/04/2014	Ewing	Ewing Irrigation	290.32	000000
20742	12/04/2014	FarWest	Farwest Sanitation	159.06	000000
20743	12/04/2014	FranTx	Franchise Tax Board	105.00	000000
20744	12/04/2014	Furber	Furber Saw, Inc.	213.79	000000
20745	12/04/2014	GasAnd	Andrea Gaspari	799.50	000000
20746	12/04/2014	GenPlum	General Plumbing Supply	35.19	000000
20747	12/04/2014	GlovBob	Bobby Glover	200.00	000000
20748	12/04/2014	HurdAss	Hurd & Associates	945.00	000000
20749	12/04/2014	INKEM	INKEM	1,315.83	000000
20750	12/04/2014	LahlBil	Bill Lahl	290.40	000000
20751	12/04/2014	LincEqu	Lincoln Aquatics	182.86	000000
20752	12/04/2014	MDUSD	Mt. Diablo Unified School Dist	4,644.00	000000
20753	12/04/2014	MJStudio	Bruce Jackson MJ Studios	192.00	000000
20754	12/04/2014	MurdDeb	Debbie Murdock	1,194.20	000000
20755	12/04/2014	NaccAll	Allie Naccara	40.00	000000
20756	12/04/2014	Nextel	Nextel Communications/Sprint	694.36	000000
20757	12/04/2014	PERS	PERS	18,472.51	000000
20758	12/04/2014	PG&E	Pacific Gas & Electric Co	11,259.66	000000
20759	12/04/2014	PleaHill	Pleasant Hill Rec & Park Distr	121,234.22	000000
20760	12/04/2014	PreAll	Preferred Alliance Inc	63.00	000000
20761	12/04/2014	ShessZac	Zac Shess	200.00	000000
20762	12/04/2014	Spanish	Spanish 4 Children	1,158.00	000000
20763	12/04/2014	SterSher	Sherry Sterrett	200.00	000000
20764	12/04/2014	United R	United Rentals	1,868.22	000000
20765	12/04/2014	UNIVAR	UNIVAR USA Inc	587.20	000000
20766	12/04/2014	USBank	U.S. Bank	2,281.32	000000
20767	12/04/2014	Valic	Valic	1,550.00	000000
20768	12/04/2014	WhitCas	Casey White	120.00	000000

CHECK TOTAL: \$201,079.01

Accounts Payable Computer Check Proof List

User: julie

Printed: 11/26/2014 - 11:11 AM



Pleasant Hill Recreation & Park District People, Parks & Programs Since 1951

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:Aflac 11/2014	Aflac	12.05	12/04/2014	Check Sequence: 1 100-0000-21355	ACH Enabled: No
11/2014	Aflac	12.05	11/19/2014	100-0000-21355	
11/2014	Aflac	32.15	11/19/2014	100-0000-21355	
11/2014	Aflac	32.15	12/04/2014	100-0000-21355	
	Check Total:	88.40			
Vendor:AmFid 11/2014	American Fidelity	70.84	12/04/2014	Check Sequence: 2 100-0000-21345	ACH Enabled: No
11/2014	American Fidelity 125/Daycare	381.24	12/04/2014	100-0000-21345	
11/2014	American Fidelity 125/Daycare	604.16	11/19/2014	100-0000-21345	
11/2014	American Fidelity 125/Daycare	364.55	11/19/2014	100-0000-21345	
11/2014	American Fidelity 125/Daycare	180.00	12/04/2014	100-0000-21345	
11/2014	American Fidelity 125/Daycare	604.16	12/04/2014	100-0000-21345	
	Check Total:	2,204.95			
Vendor:Antai 1331	Antai Solutions LLC	6,859.00	12/04/2014	Check Sequence: 3 100-1210-75507	ACH Enabled: No consultant
	Dec IT	6,859.00			
	Check Total:				
Vendor:Ascap 500637640	ASCAP	332.75	12/04/2014	Check Sequence: 4 100-1210-73335	ACH Enabled: No music rights
	license fee	332.75			
	Check Total:				
Vendor:ATT CC 11142014	AT & T	103.73	12/04/2014	Check Sequence: 5 100-1231-65365	ACH Enabled: No phones
	CC fire alarm	103.73			
	Check Total:				
Vendor:BayArea 1312035-in	Bay Area Barricade Service Inc	41.31	12/04/2014	Check Sequence: 6 100-1300-75370	ACH Enabled: No uniforms
	pants Park Maint staff				

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1312038-in	parka Park Maint staff Check Total:	86.19 127.50	12/04/2014	100-1300-75370	uniforms
Vendor:BerBob 11/2014	Robert B. Berggren Car Allowance Check Total:	400.00 400.00	12/04/2014	Check Sequence: 7 100-1100-60350	ACH Enabled: No
Vendor:BillAce 425620 425626 425655 425687 425703 425707 425713 425725 425792 626955	Bill's Ace Hardware blacktop paint bug wash bearings shelf led light sawzall aa battery penetrate oil shelf Check Total:	68.28 37.05 20.08 124.00 39.01 58.75 21.47 9.75 7.80 39.01 425.20	12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014	Check Sequence: 8 100-1280-75530 100-1280-75530 100-1280-75530 100-1300-75510 100-1280-75530 100-1280-75530 100-1300-75535 100-1280-75620 100-1300-75520 100-1280-75620	ACH Enabled: No parts parts parts parts parts parts parts parts parts parts
Vendor:BonaSan 11/2014	Sandra Bonato Board Compensation Check Total:	200.00 200.00	12/04/2014	Check Sequence: 9 100-1100-60100	ACH Enabled: No
Vendor:Capri 2403 2403 2403 2403 2403 2403 2403	CAPRI final audit fye 13-14 final audit fye 13-14 final audit fye 13-14 final audit fye 13-14 final audit fye 13-14 final audit fye 13-14 final audit fye 13-14 Check Total:	500.00 500.00 2,000.00 700.00 1,927.62 2,000.00 500.00 8,045.38 16,173.00	12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014 12/04/2014	Check Sequence: 10 100-1250-55400 100-1255-55400 100-1300-55400 100-1231-55400 100-1280-55400 100-1220-55400 100-1350-55400 100-0000-15100	ACH Enabled: No work comp work comp work comp work comp work comp work comp work comp work comp
Vendor:CaSt 112614	California State Disbursement Leroy Walton Check Total:	100.82 100.82	12/04/2014	Check Sequence: 11 100-0000-21390	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:CCWat e540603 e547440 e547759	Contra Costa Water District Spar Ct Monti Cir Santa Barbara Check Total:	979.01 110.98 124.86 1,214.85	12/04/2014 12/04/2014 12/04/2014	Check Sequence: 12 100-1300-65710 100-1300-65710 100-1300-65710	ACH Enabled: No water water water
Vendor:CGSgym 6603.401 6603.401	CGS Gymnastic Services, Inc 6605.401 gymnastics Check Total:	298.80 498.00 796.80	12/04/2014 12/04/2014	Check Sequence: 13 100-1260-75250 100-1260-75250	ACH Enabled: No instructor instructor
Vendor:Cleansou 1553793	Cleansource towel roll Check Total:	527.33 527.33	12/04/2014	Check Sequence: 14 100-1220-75515	ACH Enabled: No Rr supplies
Vendor:Cole 1988	Cole Supply Co., Inc. spindle Check Total:	59.10 59.10	12/04/2014	Check Sequence: 15 100-1300-76500	ACH Enabled: No supplies
Vendor:Cyber 6196 6197	Cybercopy flyers breakfast with santa Check Total:	8.46 32.11 40.57	12/04/2014 12/04/2014	Check Sequence: 16 100-1250-75625 100-1265-75350	ACH Enabled: No copies copies
Vendor:DiaPre 31936	Diablo Press 3000 forms Check Total:	439.43 439.43	12/04/2014	Check Sequence: 17 100-1265-75155	ACH Enabled: No coloring contes
Vendor:DonDen 11/2014	Dennis A. Donaghu Board Compensation Check Total:	200.00 200.00	12/04/2014	Check Sequence: 18 100-1100-60100	ACH Enabled: No
Vendor:Ed2go 1139409 1140448	Education To Go on line reg fees Check Total:	130.00 4.50 134.50	12/04/2014 12/04/2014	Check Sequence: 19 100-1210-75620 100-1210-75620	ACH Enabled: No instructor instructor
Vendor:EDD 10814702400	Employment Development Dept. Hummel & Wolfra	255.00	12/04/2014	Check Sequence: 20 100-1250-55450	ACH Enabled: No unemployment

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	255.00			
Vendor:Elavon M4304100814	Elavon DO processing Check Total:	100.44 100.44	12/04/2014	Check Sequence: 21 100-1100-73340	ACH Enabled: No credit card fee
Vendor:Ewing 8938723	Ewing Irrigation surflan Check Total:	290.32 290.32	12/04/2014	Check Sequence: 22 100-1300-75501	ACH Enabled: No repairs
Vendor:FarWest 141830 141831	Farwest Sanitation Brookwood CPHS Check Total:	79.53 79.53 159.06	12/04/2014 12/04/2014	Check Sequence: 23 100-1250-75620 100-1250-75620	ACH Enabled: No temp RR temp RR
Vendor:FranTx 112614	Franchise Tax Board Margret R Graves Check Total:	105.00 105.00	12/04/2014	Check Sequence: 24 100-0000-21390	ACH Enabled: No
Vendor:Furber 201420	Furber Saw, Inc. blades, chains Check Total:	213.79 213.79	12/04/2014	Check Sequence: 25 100-1300-75510	ACH Enabled: No parts
Vendor:GasAnd 6636.401	Andrea Gaspari musical babies Check Total:	799.50 799.50	12/04/2014	Check Sequence: 26 100-1260-75250	ACH Enabled: No instructor
Vendor:GenPlum S3801975.001	General Plumbing Supply rep kit Check Total:	35.19 35.19	12/04/2014	Check Sequence: 27 100-1300-75520	ACH Enabled: No parts
Vendor:GlovBob 11/2014	Bobby Glover Board Compensation Check Total:	200.00 200.00	12/04/2014	Check Sequence: 28 100-1100-60100	ACH Enabled: No
Vendor:HurdAss 56482	Hurd & Associates folder design	945.00	12/04/2014	Check Sequence: 29 100-1290-75624	ACH Enabled: No design fees

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	945.00			
Vendor:INKEM 11-24-2014	INKEM T-Shirts	1,112.67	12/04/2014	Check Sequence: 30 100-1255-75626	ACH Enabled: No
11/24/2014	T-Shirts	176.04	12/04/2014	100-1255-75626	jacket
11032014	micro fleece	27.12	12/04/2014	100-1260-75260	
	Check Total:	1,315.83			
Vendor:LahlBil 4608.402	Bill Lahl retirement	290.40	12/04/2014	Check Sequence: 31 100-1240-75620	ACH Enabled: No instructor
	Check Total:	290.40			
Vendor:LincEqu si253229	Lincoln Aquatics acid	182.86	12/04/2014	Check Sequence: 32 100-1280-75527	ACH Enabled: No supplies
	Check Total:	182.86			
Vendor:MDUSD ar282965	Mt. Diablo Unified School Dist Apr-Jun basketball	4,644.00	12/04/2014	Check Sequence: 33 100-1250-73410	ACH Enabled: No use fees
	Check Total:	4,644.00			
Vendor:MJStudio 4520.402	Bruce Jackson MJ Studios acrylics	192.00	12/04/2014	Check Sequence: 34 100-1240-75620	ACH Enabled: No instructor
	Check Total:	192.00			
Vendor:MurdDeb 2202.403	Debbie Murdock weight	1,194.20	12/04/2014	Check Sequence: 35 100-1220-75545	ACH Enabled: No instructor
	Check Total:	1,194.20			
Vendor:NaccAll 11/2014	Allie Naccara Board Compensation	40.00	12/04/2014	Check Sequence: 36 100-1100-60100	ACH Enabled: No
	Check Total:	40.00			
Vendor:Nextel 709409312-151	Nextel Communications/Sprint phones	28.94	12/04/2014	Check Sequence: 37 100-1220-65365	ACH Enabled: No
709409312-151	phones	57.86	12/04/2014	100-1100-65365	
709409312-151	phones	28.93	12/04/2014	100-1250-65365	
709409312-151	phones	57.86	12/04/2014	100-1280-65365	
709409312-151	phones	376.11	12/04/2014	100-1300-65365	
709409312-151	phones	144.66	12/04/2014	100-1350-65365	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	694.36			
Vendor:PERS				Check Sequence: 38	ACH Enabled: No
113014	PERS	270.84	12/04/2014	100-0000-21250	
113014	PERS	403.19	12/04/2014	100-0000-21250	
113014	PERS	1,194.38	12/04/2014	100-0000-21250	
113014	PERS	1,080.81	12/04/2014	100-0000-21250	
113014	PERS	10,996.49	12/04/2014	100-0000-21250	
113014	PERS	4,526.80	12/04/2014	100-0000-21250	
	Check Total:	18,472.51			
Vendor:PG&E				Check Sequence: 39	ACH Enabled: No
11182014	Pacific Gas & Electric Co	15.41	12/04/2014	340-3400-65701	utilities
11182014	Driftwood Ct	15.41	12/04/2014	340-3400-65701	utilities
11182014	Heritage Mead	13.34	12/04/2014	300-3000-65701	utilities
11182014	Falls Ct	780.99	12/04/2014	100-1300-65701	utilities
11182014	Ball Pk	1,307.12	12/04/2014	100-1280-65705	utilities
11182014	Pool	1,326.13	12/04/2014	100-1280-65701	utilities
11182014	Pool	12.00	12/04/2014	100-1300-65701	utilities
11182014	Santa Barbara	1,307.11	12/04/2014	100-1300-65705	utilities
11182014	Pool	13.34	12/04/2014	300-3000-65701	utilities
11182014	Cliffside	20.62	12/04/2014	100-1300-65701	utilities
11182014	PO Pk	11.45	12/04/2014	100-1300-65701	utilities
11182014	Shadowood	10.52	12/04/2014	100-1300-65701	utilities
11182014	Chilpancingo	1,399.64	12/04/2014	100-1300-65701	utilities
11182014	Viking Dr	18.08	12/04/2014	100-1300-65701	utilities
11182014	Las Trampas	18.63	12/04/2014	100-1300-65701	utilities
11182014	Shannon Hills	111.68	12/04/2014	100-1300-65701	utilities
11182014	RSmith	10.58	12/04/2014	100-1300-65701	utilities
11182014	Hospice	14.48	12/04/2014	100-1230-65705	utilities
11182014	WC	148.00	12/04/2014	100-1300-65701	utilities
11182014	PH Park	10.56	12/04/2014	100-1300-65701	utilities
11182014	Brookwood	47.76	12/04/2014	100-1232-65701	utilities
11182014	School House	34.49	12/04/2014	100-1233-65701	utilities
11182014	RRanch	188.47	12/04/2014	100-1231-65705	utilities
11182014	CC	576.56	12/04/2014	100-1230-65701	utilities
11182014	WC	3,847.29	12/04/2014	100-1231-65701	utilities
11182014	CC	11,259.66	12/04/2014		
	Check Total:				
Vendor:PleaHill				Check Sequence: 40	ACH Enabled: No
112614	Pleasant Hill Rec & Park Distr	120,358.91	12/04/2014	100-0000-10410	
112614	Reimburse Payroll	875.31	12/04/2014	100-0000-10410	
112614	Reimburse Payroll				

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	121,234.22			
Vendor:PreAll 99299-in	Preferred Alliance Inc random Check Total:	63.00 63.00	12/04/2014	Check Sequence: 41 100-1250-75620	ACH Enabled: No testing
Vendor:ShessZac 11/2014	Zac Shess Board Compensation Check Total:	200.00 200.00	12/04/2014	Check Sequence: 42 100-1100-60100	ACH Enabled: No
Vendor:Spanish 6631.401 6631.402	Spanish 4 Children immersion immersion Check Total:	579.00 579.00 1,158.00	12/04/2014 12/04/2014	Check Sequence: 43 100-1260-75250 100-1260-75250	ACH Enabled: No instructor instructor
Vendor:STERSher 11/2014	Sherry Sterrett Board Compensation Check Total:	200.00 200.00	12/04/2014	Check Sequence: 44 100-1100-60100	ACH Enabled: No
Vendor:United R 123227708-001 123227708-002	United Rentals boom boom Check Total:	2,116.04 -247.82 1,868.22	12/04/2014 12/04/2014	Check Sequence: 45 100-1300-75505 100-1300-75505	ACH Enabled: No rental rental
Vendor:UNIVAR sj652793	UNIVAR USA Inc hypochlor Check Total:	587.20 587.20	12/04/2014	Check Sequence: 46 100-1280-75527	ACH Enabled: No chemicals
Vendor:USBANK 113014 113014	U.S. Bank Pars #6746022400 Pars #6746022400 Check Total:	760.46 1,520.86 2,281.32	12/04/2014 12/04/2014	Check Sequence: 47 100-0000-21335 100-0000-21330	ACH Enabled: No
Vendor:Valic 11/2014 11/2014 11/2014 11/2014	Valic Valic Valic VALIC VALIC	375.00 575.00 25.00 575.00	12/04/2014 12/04/2014 11/19/2014 11/19/2014	Check Sequence: 48 100-0000-21340 100-0000-21340 100-0000-21340 100-0000-21340	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,550.00			
Vendor: WhitCas 2229.402	Casey White mixed media Check Total:	120.00 120.00	12/04/2014	Check Sequence: 49 100-1220-75545	ACH Enabled: No instructor
	Total for Check Run:	201,079.01			
	Total Number of Checks:	49			



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: November 24, 2014
RE: To Consider Selection of District's Legal Counsel and Approval of Contract

To Consider Selection of District's Legal Counsel and Approval of Contract (ACTION)

The Board of Directors recently requested proposals from legal firms for general counsel legal services. The Board followed that up with interviews of three firms. The Board has concluded the reference and background checks and will make a recommendation to select a firm for the District's general legal counsel.

The attached agreement reflects the Board's interest in continuing with a "month-to-month" contract.

**CONTRACT FOR LEGAL SERVICES
BETWEEN
PLEASANT HILL RECREATION AND PARK DISTRICT
AND
LAW OFFICE OF CURTIS S. KIDDER**

BY THIS AGREEMENT, made and entered into this 4th day of December 2014, by and between the PLEASANT HILL RECREATION AND PARK DISTRICT, a California Special District, hereinafter referred to as the "District," and the LAW OFFICE OF CURTIS S. KIDDER, hereinafter referred to as "Counsel for the District" or "Counsel," the parties mutually agree as follows:

ARTICLE I: SCOPE OF SERVICES AND DUTIES

- A. Counsel for the District shall perform legal services on behalf of the District as directed by the District Board of Directors and the General Manager. Counsel for the District shall work in a cooperative role with District staff through the General Manager and/or his/her delegatee.
- B. Counsel for the District will provide legal services as directed by the District and in such periods as reasonably directed by the District. Such services may include, but are not necessarily limited to: attending the meetings of the Board of Directors and other District meetings, as needed; and providing the Board and its management with legal advice and work product, as requested, which may include advice concerning the Ralph M. Brown Act, conflicts of interest and other fair political practice issues, the California Public Records Act, labor and personnel law and general law applicable to special districts, drafting of contracts, ordinances and resolutions, and similar matters. Counsel will take reasonable steps to keep the District informed of progress and to respond to the District's inquiries.
- C. The District agrees to be truthful with Counsel, to cooperate, to keep Counsel informed of any information or developments that may come to the District's attention, and to abide by the terms of this Agreement. The District will assist Counsel in providing information and documents necessary for the Counsel's provision of legal services.
- D. The District may, in its sole discretion, assign on a case-by-case basis, litigation and special projects to Counsel for the District pursuant to the compensation schedule and other terms of this Agreement unless otherwise agreed to by the parties.

ARTICLE II: COMPENSATION

- A. Counsel for the District will provide legal services at the hourly rates set forth below until this Agreement is terminated or modified by the parties. Counsel for the District will provide on a monthly basis an invoice identifying each project worked on, the tasks performed, the amount of time spent of each

such task and the amount billed for each such task. The documentation of time spent on each task shall be set forth reflecting time spent at 1/10th of one-hour increments and multiples thereof. Unless and until otherwise agreed by the parties, the hourly rate to be charged shall be \$180.00 per hour for legal services performed.

- B. Costs and expenses may be advanced by Counsel for the District. If Counsel for the District does advance such costs and expenses and no other arrangements are made, such advances will be included in Counsel for the District's itemized statements, and District will reimburse Counsel for the District in the same manner as District pays for legal fees.
- C. District shall reimburse Counsel for the District all costs and expenses incurred by Counsel for the District, including, but not limited to, process servers' fees, court reporters' fees, telecommunication charges, deposition costs, computer research charges, messenger and other delivery fees, parking, mileage, consultants' fees, expert witness fees and other similar items. Except as otherwise provided, travel time shall be charged to District at the normal hourly rate, along with out-of-town transportation, meals and lodging where appropriate.
- D. District shall pay statements provided by Counsel with 30 days of receipt.

ARTICLE III: TERM OF THE AGREEMENT

The term of this Agreement shall be from December 4, 2014 and shall continue until terminated in writing by either party upon thirty (30) days prior written notice.

ARTICLE IV: CONFIDENTIAL RELATIONSHIP

All dealings of the parties under this Agreement shall be confidential, and unless otherwise required by law, no report, data, information, or communication developed, prepared, or assembled by Counsel for the District under this Agreement shall be revealed, disseminated, or made available by Counsel for the District to any person or organization other than the District without the prior knowledge and concurrence of the District.

ARTICLE V: INDEPENDENT CONTRACTOR STATUS

Counsel for the District is an independent contractor, and the District will not be required to pay the District's Worker's Compensation benefits for Counsel; nor shall the District be otherwise responsible for Counsel as if an employee.

ARTICLE VI: ASSIGNMENT AND LAWS

- A. Counsel for the District shall not subcontract any of the work or assign any of its rights or obligations without the prior written consent of the District.

B. This Agreement shall be governed by the laws of the State of California.

ARTICLE VII: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage-paid mail, by hand delivery, or by facsimile transmission, as follows:

To Counsel for the District:

CURTIS S. KIDDER
LAW OFFICE OF CURTIS S. KIDDER
P.O. Box 29981
Oakland, California 94604

To the District:

ROBERT B. BERGGREN
PLEASANT HILL RECREATION AND PARK DISTRICT
147 Gregory Lane
Pleasant Hill, California 94523
Facsimile (925) 682-1633

or such other address as either party may designate hereinafter in writing delivered to the other party.

ARTICLE VIII: RECORDS

Counsel for the District shall at all times keep a complete and thorough record of the time expended in performing services on behalf of the District as herein agreed upon. Counsel for the District shall also make available to the District for audit all of such records so maintained.

ARTICLE IX: CONFLICT OF INTEREST

Counsel for the District promises and agrees that Counsel for the District, and members of its staff, shall attempt to avoid any actual or potential conflicts of interest. Counsel for the District agrees immediately to notify the District of any actual or potential conflicts of interest, which may arise.

ARTICLE X: INSURANCE

During the entire term of this Agreement and any extension or modification thereof, Counsel for the District shall keep in effect insurance policies providing coverage for general liability, including lawyers' professional liability, at limits reasonably deemed acceptable by the District. Upon request, Counsel for the District shall provide certificates of Insurance and other evidence of insurance, as may be requested by the District to demonstrate that the above-required insurance coverage is in effect.

ARTICLE XI: DISCHARGE AND WITHDRAWAL

The District may discharge Counsel at any time. Counsel may withdraw with the District's consent or for good cause. Good cause includes the District's breach of this Agreement, refusal to cooperate or to follow Counsel's advice on a material matter, or any fact or circumstance that would render Counsel's continuing representation unlawful or unethical. When Counsel's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Counsel upon the District's request, shall deliver the District's files and property in Counsel's possession, whether or not the District has paid for all services.

ARTICLE XII: TERMS

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

ARTICLE XIII: ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ARTICLE XIV: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE XV: SURVIVAL

Notwithstanding the District's acceptance of the legal services or termination thereof and payment therefor, Counsel for the District and the District shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond and survive such acceptance, termination and payment. All ethical obligations of Counsel for the District that apply after termination, as set forth in the California Bar Association Rules of Professional Conduct, shall survive termination.

ARTICLE XVI: DISCLAIMER OF GUARANTEE

Nothing in this Agreement and nothing in Counsel for the District's statements to District will be construed as a promise or guarantee about the outcome of any matter. Counsel for the District makes no such promises or guarantees. Counsel for the District's comments about the outcome of any matter are expressions of opinion only.

ARTICLE XVII: SIGNATURES

These signatures attest the parties' agreement hereto.

PLEASANT HILL RECREATION AND
PARK DISTRICT

Chair,
Board of Directors

ATTEST:

ROBERT B. BERGGREN,
Clerk of the Board

CURTIS S. KIDDER
LAW OFFICE OF CURTIS S. KIDDER
Sole Proprietor